



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU3-22/23-0411-HO	CLOSING DATE:	09 FEBRUARY 2023	CLOSING TIME:	11H00
DESCRIPTION	THE BID CALLS FOR SUPPLY OF CONTAINERS (CONSUMABLES) AND THE SAFE AND EFFECTIVE HANDLING OF HCRW THROUGH APPROPRIATE SEGREGATION, PACKAGING, CARTING (COLLECTION), STORAGE, LOADING, TRANSPORTATION, TREATMENT AND SAFE DISPOSAL OF HEALTH CARE RISK WASTE/MEDICAL WASTE FROM THE EASTERN CAPE HOSPITALS AND WASTE GENERATED FROM PHC FACILITIES, NURSING COLLEGES, EMS, FORENSIC PATHOLOGY LABORATORIES, AND PHARMACEUTICAL DEPOTS FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT					
DEPARTMENT OF HEALTH					
GROUND FLOOR, GLOBAL LIFE BUILDING					
BHISHO					
5605					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Philasande Mtheleli		CONTACT PERSON	Philasande Mtheleli	
TELEPHONE NUMBER	040 608 9501		TELEPHONE NUMBER	040 608 9501	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Philasande.mtheleli@echealth.gov.za		E-MAIL ADDRESS	Philasande.mtheleli@echealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

DOCUMENT CONTROL SHEET

SCMU3-22/23-0411-H0

Revision			
Drafted By Ms N. Qitsi	Date: 08/12/2022	Name:	Signature: 
Reviewed By Mr P. Mtheleli	Date: 08/12/2022	Name:	Signature: 
Recommended Programme Manager Ms N. Nokwe	by: Date: 08/12/2022	Name:	Signature: 
Approved Specification Committee Mr M. Van Zyl	By: Date: 08/12/2022	Name: M Mtongana	Signature: 
Advert Approved By:	Date: 08/12/2022	Name:	Signature: 

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DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise. In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

ECDoh	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising ○ The cover page and the table of content and definitions ○ Part 1 which details the Conditions of Bid; ○ Part 2 which details the Conditions of Contract and Operational Requirements; ○ Part 3 which details the bid strategy ○ Part 4 which details the Specifications relating to the Technology / Services ○ Part 5 which contains all the requisite bid forms and certificates; As read with GCC – <i>General Conditions of Contract</i>
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 2 of this invitation to bid;

Autoclave	Process method which consists of a pre-vacuum phase, pressurisation phase, heat treatment phase at, at least 148 °C for a time period not less than 35 minutes followed by a decompression phase and post-vacuum phase which renders sterile material which must be rendered unrecognisable for final disposal.
Alternative method	A method that will treat Health Care Risk Waste in such a way as to render it non-infectious or sterile products or residue, to be unrecognisable sterile waste which will contribute to waste minimization.
Pharmaceutical Waste	Means expired pharmaceuticals from pharmacies at the Facilities, waste from oncological wards, cytotoxic waste, and other Pharmaceutical waste generated at the Facilities. Pharmaceutical Waste includes liquids and solids and can include flammable substances.
Clinic	Means a Facility designated by "C" in the List of Facilities or a Facility designated as "CHC" in the List of Facilities.
Collection Programme	Means the Contractor's programme for collecting Waste from the Facilities. The programme shall specify days of the week and approximate times that Waste will be collected from each Facility.
Community Health Centre	Means a Facility designated as such by "CHC" in the List of Facilities.
Competent Authority	Means any agency, department, board, committee, governmental body, local authority, court, inspectorate, official regulator, public statutory person or appointee of the Republic or the Province (whether autonomous or not) having jurisdiction (whether by virtue of Legislation, delegated authority, customary law or otherwise) over any of the parties hereto, the subject matter of this Contract and/or the performance of any of the parties' respective obligations under this Contract.
Contract Date	Means the date on which execution of the Contract commences.
Contract Period	Means the period from the Contract Date to the date that the Contract expires.
Controlled Combustion Treatment	Means any method, technique or process for microbial inactivation or for otherwise altering the biological, Pharmaceutical or physical characteristic of Waste so as to render the material unrecognisable and render all sharps unusable, and ensure that all blades are broken, and in order to reduce the hazards which the health care risk waste presents and to facilitate disposal by means of, typically, a controlled combustion technology.
Disposable Container	Disposable Containers shall include the following: ▪ Sharps Containers, including containers for long sharps; ▪ Speci-bin Containers for Pathological Waste; ▪ Green Containers for Pharmaceutical Waste; ▪ Red liners for General Infectious Waste, including sealing mechanisms for liners; ▪ Yellow liners for soiled linen.

Department's Representative	Means such party as the Department may appoint as the Department's Representative for the purposes of this Contract and notify the Contractor in writing.
Environment	Environment is defined as 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.
Exposure	The intake of radiation or pollutant by organisms present in a particular environment (i.e. human, natural), which represents a potential health threat to the living organisms in that environment.
Extraordinary Items	Disposable items not forming part of the normal daily Waste stream, but with characteristics similar to that of Health Care Risk Waste (HCRW).
Facility	Means a provincial hospital, community health centre, clinic, mortuary or any other health care facility included in the List of Facilities.
Facility Rollout Plan	Means a detailed strategy for the systematic implementation of the new Waste Management System at individual Facilities within a particular Region.
General Infectious Waste	Means Infectious Waste, other than Sharps Waste and Pathological Waste, which is suspected to contain pathogens and normally causes, or significantly contributes to the cause of increased morbidity or mortality of human beings. It inter alia includes items such as blood, contaminated dressings, contaminated diapers or any other disposable items suspected of being infectious.
Good Engineering and Operating Practices	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:- - adequate materials, resources and supplies, are constantly available to undertake the Services under normal conditions and reasonably anticipated abnormal conditions; - sufficient personnel are available and are adequately experienced and trained to transport and handle the Waste and operate the Treatment Plant properly, efficiently and within the manufacturers' guidelines and specifications and are capable of adequately responding to emergency conditions;

	- preventive routine and non-routine maintenance and repairs are performed to the Treatment Plant and the Contractor's equipment in general, on a basis that ensures reliable and safe operation, and are performed by knowledgeable, trained and experienced personnel utilising suitable equipment, tools and procedures; - appropriate monitoring and testing is done to ensure that all equipment at the Treatment Plant and the Contractors equipment in general, is functioning as designed and to provide assurance that such equipment will function properly under normal conditions; - appropriate planned procedures are carried out to ensure the proper collection, transport, handling, treatment and disposal of the Waste, Residues and effluents under normal conditions and reasonably anticipated abnormal conditions; - the Department's Requirements, all Necessary Consents and all applicable Statutory Requirements are complied with.
Haemorrhagic Fevers	An acute, contagious, formidable diseases which includes Lassa fever, Rift Valley fever, Marburg and Ebola haemorrhagic fevers, Crimean-Congo haemorrhagic fever and yellow fever.
HCRW Vehicles	Means the vehicles used by the Contractor to transport Health Care Risk Waste.
Hospital	Means a Facility named as such in the List of Facilities and also which is otherwise added to the list during the contract period by the Department's representative
Implementation Period	Means for each Facility the period from when a Facility begins to use elements of the new Waste Management System until the new Waste Management System is fully implemented at that Facility.
Integrated Health Care Waste Management	Is a holistic and integrated course of action that specifies the institutional, infra-structural and technological support, as well as human and financial resources required to establish and implement an integrated Health Care Waste Management Strategy.
Isolation Waste	Waste containing discarded materials contaminated with excretions, exudes, or secretions or material generated in the treatment and diagnosis of humans and animals who or which are required to be isolated from the general population due to the pathogenicity or transmissible of the suspected etiologic agents and includes health care general waste, health care risk waste and the containers of such waste from isolation wards.
Landfill	To dispose of waste on land, whether by use of waste to fill in excavations or by creation of a landform above grade, where the term 'fill' is used in the engineering sense.
Large Order	Means a single order for supply of Disposable containers for a particular Facility exceeding 6 month's average consumption of the Disposable ordered by that Facility.
Liquid Wastes	Any waste material, whether it being hazardous or non-hazardous and that is identified to contain "free liquids", which readily separate from the solid portion of waste under ambient temperature and pressure.

List of Facilities	See Annexure 5 [List of Facilities] of the Project Specification.
Low-level radioactive waste	Waste with a specific activity less than 74Bq/g or a surface dose rate of not more than 5µSv/h.
Manifest System	A system for documenting and controlling the fate of HCRW from "cradle-to-grave".
Monthly Report	Has the meaning given to it in Section 15.2.2 of this Project Specification.
Mobilisation Period	Means an uninterrupted period of 60 days commencing on the Contract Date.
Non-Combustion Treatment	Means any method, technique or process for microbial inactivation or for otherwise altering the biological, Pharmaceutical or physical characteristic of Waste so as to render the Waste unrecognisable and in order to reduce the hazards it presents, and facilitate disposal by any means of technology which does not constitute controlled combustion treatment, including but not limited to autoclave treatment;
Necessary Consents	Means all consents, licenses, certificates, 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.
Pathological Waste	Means tissues, organs, body parts, extracted teeth and or broken bones, non-viable foetuses and deceased animals infected with zoonotic diseases, blood, and body fluids, but excludes teeth, hair and nails.
Planned Outage	Means any shutdown or stoppage affecting the operating capacity of the Treatment Plant or any part thereof, which is planned and of which the Department's Representative has been notified in writing, no later than 1 month before its occurrence.
Price Adjustment Factor	The Contractor shall be allowed to adjust the prices of Services and supplies at six monthly intervals, with the Price Adjustment Factor calculated in accordance with the Consumer Price Index (CPI), using the Core Inflation Rate for Metropolitan Areas (CIRMA).
Rollout	Means for each Facility the process of implementing the new Waste Management System.
Rollout Completion Date	Means the date occurring 12 months after the Contract Date.
Rollout Period	Means the period from the Commencement of Services Date to Rollout Completion Date.
Regional Rollout Plan	Means a detailed strategy for the systematic implementation of the new Waste Management System at all Facilities within a particular Region.

Segregation	The systematic separation of solid waste into designated categories of HCGW and HCRW respectively.
Service Failure	Means the Contractor's failure to comply with certain requirements of the Contract.
Services	Means the services, duties and obligations to be fulfilled by the Contractor in accordance with this Project Specification throughout the Services 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 without great difficulty, and which is spill proof under normal handling conditions, used for the storage and transport of infected sharps items.
Specibin Container	Means a disposable puncture resistant container which, when sealed, cannot be opened without great difficulty, and which is spill proof under normal handling conditions, used for the storage and transport of infected pathological waste or waste generated in isolation wards.
Shredding	The process where Sterile Health Care Risk Waste is cut into an unrecognisable mixture of solid and fibrous matter.
Statutory Requirements	Means the requirements of any present or future Legislation, ordinance, proclamation, by-law, directive, decision, regulation, rule, order, notice or code of practice having the force of law in the Province;
Treatment	Means any method, technique, or process designed to change the biological character or composition of any Health Care Risk Waste so as to eliminate its potential for causing disease, pollution impact on the environment and risk to health.
Treatment Plant	Means the plant or plants used by the Contractor to Treat the Health Care Risk Waste.
Unit Price	Means the volumetric and mass price for collecting, transporting, treating and disposing of Health Care Risk Waste, as specified in the Schedule of Rates and Quantities.
Unplanned Outage	Means any breakdown, stoppage, interruption, outage or cessation of, in or affecting the operating capacity of the Treatment Plant which occurs other than as a consequence of a Planned Outage.
Waste	Waste shall, for the purpose of this Contract, be relate to Health Care Risk Waste and considered to include: • General Infectious Waste; • Sharps Waste; • Pathological waste; • Pharmaceutical/Chemical Waste; • Extraordinary Items.
Waste Collection Point	Means for each Facility, the location at which the Health Care Risk Waste is delivered to, by the Facilities, Disposable Containers and

	where the Contractor assumes responsibility of the Health Care Risk Waste. The Contractor shall during its Rollout establish, in consultation with each Facility, the location of each Health Care Risk Waste Collection Point.
Waste Management	All activities, administrative and operational, associated with the handling, transport, storage, treatment and disposal of Health Care Risk Waste. For the purpose of this tender it will also include the supply, distribution and maintenance of all disposable as well as reusable containers.
Waste Management System	Means Collectively the supply of Disposable Containers, the Collection, Transport and Treatment and disposal, specified in the Project Specification.

PART 1

Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 4 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

2. OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) with its bid. Bidders must take careful note of the special conditions.

2.2 All bids submitted in reply to this invitation to bid must incorporate all the forms, parts, certificates and other additional required documentation forming part of this invitation to bid, duly completed where required.

2.3 **Bidders must have a minimum of BBBEE level 3 contributor status to be considered for this bid.**

2.4 **As a pre-requisite, a minimum of 30% must be subcontracted to Exempted Micro Enterprises or Small Qualifying Enterprises which are at least 51% owned by black people. Proof of subcontracting agreement must be submitted with the bid.**

2.5 **The contractor must submit a Supplier Development Plan with milestones over the contract period reflecting the possible areas of development and indicative values that will equate to the 30% to be subcontracted.**

A bidder that fails to meet the pre-qualifying criteria stipulated above is an unacceptable bidder.

2.5 A two envelope system shall apply on this bid. Bidders must submit in a separate envelope a technical proposal labeled the bidders name and Technical proposal envelope A and separate envelope for the financial/pricing proposal labeled the bidders name and Pricing proposal envelope B. Failure to adhere to this requirement will invalidate your submission.

2.6 In the event that any form or certificate provided in Part 3 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

3.1 Bidders must submit one original bid document and two copies.

- 3.2 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 3.3 All bids must be submitted in a sealed envelope bearing the bidders name, bid number, bid description and closing date.
- 3.4 All bids must be received before the closing time and date stipulated above and must be deposited in the bid box at the address detailed on the cover page of this invitation to bid. No late bid submission will be accepted.

4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

5. COMPULSORY BID BRIEFING / CLARIFICATION

- 5.1 To enable a Bidder to attain a more detailed degree of knowledge of ECDOH's requirements, ECDOH intends to hold a **Compulsory Briefing Session**. Bidders must attend the Compulsory Briefing Session that will take place **at DEPARTMENT OF HEALTH SHARED CONTACT CENTRE, BOARDROOM A, QUIGNEY, EAST LONDON** on the **16th January 2023 at 11:00 a.m.**
- 5.2 Failure to attend the compulsory briefing session will invalidate your bid. An attendance register will be used as means of verification of the attendance.
- 5.3 Each prospective Bidder must send at least 1 (one) and a maximum of 3 (three) representatives to the Compulsory Briefing Session not more.
- 5.4 The Bidder's representatives at the Compulsory Briefing Session will be afforded the opportunity to submit written questions to ECDOH after the Compulsory Briefing Session. Subject to the same conditions set out in this bid, ECDOH will respond to all such questions by email to all registered Bidders after the Compulsory Briefing Session.

6. PRICING

- 6.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 Schedule B – SBD 3.1 which completed form/s must be submitted together with the bid documents.
- 6.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.
- 6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 Schedule B – SBD3.1

7. Questions and Answers process

- 7.1 ECDOH will receive questions sent by Bidders by email to be directed to this email address: **Philasande.mtheli@echealth.gov.za** ECDOH will in return respond to the questions by email to all registered prospective Bidders. Responses will include a copy of the questions and corresponding responses. The identity of a Bidder who has directed questions to ECDOH will not necessarily be disclosed by ECDOH in such responses. Questions and answers will close after 4 days (on the 18th January 2023) after the briefing session.

8. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 Schedule C– SBD 4.

9. PREFERENCE POINTS CLAIM FORMS

Part 5 Schedule I – SBD 6.1 contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid. Failure to claim such points will lead to non-scoring of preference points.

10. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company, all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule E

11. CONSORTIA

11.1 It is recognized that bidders may wish to form consortia/Joint Ventures (JV) to provide the Services.

11.2 A bid in response to this invitation to bid by a consortium/JV shall comply with the following requirements:-

11.3 It shall be signed so as to be legally binding on all consortium/JV members

11.4 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

11.5 The lead member shall be the only authorized party to make legal statements, communicate with the ECDOH and receive instructions for and on behalf of any and all the members of the consortium/JV. Failure to nominate an authorized lead member will invalidate the bid.

11.6 A copy of the agreement entered into by the consortium/JV members shall be submitted with the bid.

12. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organisational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule F.

13. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder must provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details must be provided on the form attached as Part 5 – Schedule G which completed form, must be submitted together with the bid.

14. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule H.

15. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of 120 **(One Hundred and twenty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

16. ACCEPTANCE OF BIDS

The DoH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the DOH even if it implies a waiver by department of certain requirements which the DoH considers to be of minor importance and not complied with by the bidder.

17. NO RIGHTS OR CLAIMS

17.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the DoH. The DoH (as the case may be) reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

17.2 Neither the DoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation

to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

18. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 18.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the DoH.
- 18.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

19. ACCURACY OF INFORMATION

- 19.1 The information contained in the invitation to bid has been prepared in good faith. Neither the DoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 19.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

20. COMPETITION

- 20.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 20.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 20.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 20.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

21. RESERVATION OF RIGHTS

- 21.1 Without limitation to any other rights of the DoH (whether otherwise reserved in this invitation to bid or under law), the DoH expressly reserves the right to:-
- 21.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 21.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 21.4 Reject all responses submitted by bidders and to embark on a new bid process.
- 21.5 Award the bid to one or more than one bidder/s on a regional basis. The bidder maybe award one or more regions.

22. EVALUATION CRITERIA

22.1 1st Stage: / Pre-qualification evaluation

- 22.1.1 ECDOH has defined pre-qualification criteria as per Preferential Procurement Regulations of 2017 that must be met by the Bidder in order for ECDoH to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by ECDoH in order to determine whether a bid complies in this regard.
- 22.1.2 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDoH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDoH will have the right to reject the Bid in question and not to evaluate it at all;

22.1.3. The following administrative requirements criteria shall apply:

- 22.1.3.1 The bid documentation must be completed comprehensively and correctly.
- 22.1.3.2 Declaration forms (SBD 1, 3.2,4 & 6.1) must be completed and signed.
- 22.1.3.3 Non-Compliance Tax Status at the time of award will invalidate the bid.
- 22.1.3.4 Bidders must be a legal entity or partnership unless consortia/JV are established for the purpose of submitting the bid.

MANDATORY REQUIREMENTS

- 22.1.3.5 Bidders must have attended the compulsory Bid Briefing & Information Meeting and be recorded as such in the register. **(Mandatory)**
- 22.1.3.6 Bidders must have provided supporting documentation as per the bid requirements.
- 22.1.3.7 Bidders to submit a proof of ownership/ access to a licensed treatment facility or a

valid agreement with the treatment facility owner and its copy of a license of which will be verified. **(MANDATORY)**

- 22.1.3.8 Bidders to submit a proof of ownership/ access to a licensed landfill site OR a valid agreement with the landfill site owner and its copy of a license of which will be verified **(Mandatory)**
- 22.1.3.9 Bidders must submit a Hazardous Waste Transportation Certificate Hazardous dangerous goods transportation certificate in accordance to National Road Traffic Act 1993 of **96 (Mandatory)**
- 22.1.3.10 Bidders to submit SANS 452.2008 compliance certificate for sharp containers **(Mandatory)**
- 22.1.3.11 All training to be provided must be accredited with the relevant accreditation body. Proof of accreditation must be submitted with the bid. **(Mandatory)**
- 22.1.3.12 Submit proof of Air emissions license/an agreement with the licensee holder. **(Mandatory)**
- 22.1.3.13 Availability/accessibility to a purposefully designed and equipped vehicles as per Part 4 bid specifications requirements for vehicles. (attach: Vehicle registration documents/ agreement letter with the hiring company in line with the National Road Traffic Act including colour photo of the vehicle interior and exterior)
- 22.1.3.14 Confirmation with UIF registration (current) **(Mandatory)**
- 22.1.3.15 Confirmation to compliance to bargaining council **(Mandatory)**
- 22.1.3.16 Hazchem certificate **(Mandatory)**

FAILURE TO COMPLY WITH ANY OF THE MANDATORY REQUIREMENTS ABOVE WILL RESULT IN DISQUALIFICATION OF BIDDERS.

Prospective bidders are required to complete and submit the following returnable documentation completed and signed to qualify for Administrative compliance;

#	<i>Requirement</i>	Comply	
		YES	NO
A	Invitation to Bid (SBD1) completed and signed		
B	Pricing Schedule (SBD 3.1)		
C	Declaration of Interest (SBD 4)		
D	Preferential Points Claim (SBD 6.1)		
E	Consortia/JV agreement (if applicable)		
MANDATORY REQUIREMENTS			
F	Compulsory Briefing Session Certificate/Signed Briefing Register		

G	Valid letter of Good Standing (COIDA) (Mandatory)		
H	Confirmation with UIF registration (current) (Mandatory)		
I	Confirmation to compliance to bargaining council (Mandatory)		
K	Proof of ownership/ access to a licensed landfill site. A valid agreement with the treatment facility owner and its copy of a license (Mandatory)		
L	Ownership/ access to a licensed landfill site. A valid agreement with the landfill site owner and its copy of a license (Mandatory)		
N	Hazardous waste Transportation certificate in accordance to National Road Traffic Act 1993 of 96 (Mandatory)		
O	Hazchem certificate (Mandatory)		
P	Proof of accreditation for training (Agreement with an Accredited service provider) (Mandatory)		

22.2 2nd Stage: Functionality evaluation

Bidder must obtain minimum of 50 points out of 60 points (83%) to proceed to the next stage.

ITEM	EVALUATION CRITERIA	Points	DOCUMENTARY EVIDENCE
1	Previous experience in providing medical waste management services in South Africa: experience in medical waste management in Health Institutions: Above 5 years -10 points 3 years to 5 years- 5 points Less than 3 years- 0	10	References that demonstrate the number of years.
2	Management resources Compliance with staffing strategy: 2.1 ☐ Skilled and experienced senior managers (Health Related qualification) Health Practitioner: 5 years and above = 3 points Engineering Person: 5 years and above = 2 points Less than 5 years= 0 2.2 Experienced Trainer/s in Medical waste related training 1 year and above = 5 points Less than 1 year = 0	10 5 5	CV and qualifications CV
3	Methodology (understanding) of approach to delivery of service category and compliance with Service Level requirements as per Part 4 of bid specifications a) Waste Management plan -10 b) Quality Management System -5 c) Training Proposal -5	20 10 5 5	Waste Management plan in line with NEM (WASTE ACT 59 of 2008) Current External Audit Report Module the service provider will use for training waste generators and waste collectors
4	Contingency Plan (see requirements as indicated in section 31 of the Specification) All areas covered = 20 Where not all areas are covered = 0	20	Contingency plan to cover all areas outlined in 31.1-31.5.
	Total	60	

22.3 3rd Stage: In loco inspection

- 22.3.1 The Department reserves the right to physically verify contents that are contained in the technical evaluation.
- 22.3.2 In loco inspection will be conducted to the shortlisted bidders.
- 22.3.3 The department reserves the right to eliminate any service provider who contravenes the technical submission and requirements of environmental legislation in ensuring that the operations are functioning efficiently and effectively during in loco inspection.

22.4 4th Stage: Price and Preference Evaluation

- 22.4.1. Responsive bids which comply to the 1st stage evaluation will be evaluated on the 90/10-preference point system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation 6 of the Procurement Regulations. The 90 points will be allocated for price and 10 points for attaining the B-BBEE status level contributor.

The bid will be evaluated in terms of the 90/10 point system as stipulated in the Preferential Procurement Regulations, 2017. 90 points will be allocated for price and 10 points for attaining the B-BBEE status level of contributor.

In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act (Act 5 of 2000), responsive bids will be adjudicated by the department on the 90/10- preference points system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 90 points)
- B-BBEE status level of contributor (maximum 10 points)

The following formula will be used to calculate the points for price:

$$Ps = \frac{90(1 - Pt - P_{min})}{P_{min}}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

A maximum of 10 points may be allocated to bidders for attaining their B-BBEE status level of contributor in accordance with the table below:

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

N.B: Bidders are required to submit, together with their bids, original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims (Sworn affidavit in the case of EME`s or QSE bidders will suffice).

22.4.2 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non- Compliant contributor. Such a bidder will score 0 out of maximum of 10 points for B-BBEE.

22.4.3 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level points. Failure to claim preference points on SBD 6.1 will lead to non- scoring of preference points.

22.4.4 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

22.4.5 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a SANAS accredited verification agency or a Sworn Affidavit will be considered for preference points.

- 22.4.6 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.
- 22.4.7 The total points scored will be rounded off to the nearest 2 decimals.
- 22.4.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 22.4.9 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest functionality.
- 22.4.10 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.
- 22.4.11 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- 22.4.12 The Department of Health or its appointed technical support manager shall carry out periodic checks (the intervals to be determined by the department).
The department has the right to make spot checks on the service rendered by the successful tenderer.
- 22.4.13 If there are any pending investigation against any bidder who has been awarded this contract, any contravention of Procurement Legislation and/or malperformance of any Government contract which will result in a conviction, the department shall forthwith, on conviction thereof, cancel this contract.

PART 2

Conditions of Contract and Operational Requirements

1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of 36 months. The bidder is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

- 2.1 Prices shall be firm for the first 12 months of the contract
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.
- 2.3 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.
- 2.4 The Principal contract has the responsibility to ensure any payments due to its subcontractor/s is fulfilled irrespective of any delayed payments by ECDoH.

3. SERVICE MANAGER

The Contractor shall provide the Services in accordance with the service specifications and service levels detailed in the Specification and any service level agreement implemented.

4. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

- 4.1 The ECDoH's operational requirements.** The contractor shall, in the provision of the required service, have due regard to the operational requirements of the ECDoH and other parties occupying or operating from the relevant institution, and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 4.2 Problem identification and reporting.** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, contractor shall:-
- 4.3 Other Service Providers** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDoH, co-operate fully with such persons.
- 4.4 Regulations and statutes** The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.
- 4.5 Compliance with procedures.**

It is recorded that during the currency of the contract the ECDoH may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

- 4.6 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 4.7 Should the ECDoH at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.

4.8 *Contractor's procedures* The contractor shall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager at **the relevant Institution**

Provide the ECDoH with copies of all contractor's operating procedures and processes relating to the Services;

4.9 *Provision of Services in clean and tidy manner.* The contractor shall ensure that the Services are provided in a clean and tidy manner.

4.10 Operational report

- A record of the Disposable Containers delivered with information on type and numbers for each Facility;
- A record of the Waste collected with information about weight and volume for each Waste category collected from the various Facilities in the Province, as well as details on the destination of the Waste;
- Graphs indicating container supply trends on a monthly as well as an annual basis (based to all previous information generated under this Contract);
- Graphs indicating Waste generation trends on a monthly as well as annual basis (based to all previous information generated under this Contract);
- A record of the various Waste categories treated and treatment plants used with information about mass and volume for each type of Waste and destination of the residues;
- Graphs indicating treatment trends on a monthly as well as an annual basis for each Waste Category (based to all previous information generated under this Contract);
- Waste generation rates per facility per collection;
- Management of specialised waste streams, e.g. Pathological Waste, Pharmaceutical Waste, Extraordinary Items, etc.;
- Overview of strengths and weaknesses in disposable container ordering and delivery system;

- Overview of strengths and weaknesses in maintenance and supply of all types of containers;
- Overview of strengths and weaknesses in waste collection and transport;
- The Contractor's Services Failures including a summary of Deductions imposed during the year under consideration;
- Operational failures by interfacing parties like subcontractors and suppliers;
- Operational failures by the Department
- Operational failures by Facilities, e.g. overloading of containers.

4.11 Financial Report:

- A financial review of expenditure during the previous year broken down according to different Facilities, different components of services, etc.;
- Price Adjustment Factors during the previous year;
- Advice on actual and anticipated cash flow for each Facility.

4.12 Environmental Report:

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

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

4.13 Monthly Report

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

Each Monthly Report during the Services Period shall cover one Month, and start on the 1st day of such month. The first Monthly 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.

In any event each Monthly Report shall inter alia include:

- A record of the Disposable Containers delivered with information about type and quantity for each Facility;

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

The Monthly Report shall be attached to the invoice for the Monthly Waste Collection Payment for the month to which such Monthly Report relates.

The Contractor shall deliver each Monthly Report to the Department's Representative in 3 hard-copies and one copy in electronic form simultaneously with delivering the invoice to which it relates.

4.14 Incident Report

- Incident reports shall be issued by the Contractor to the Department' Representative in the event of any emergency leading to accumulation of Waste at any Facility or Treatment Plant, other events that affect the obligations of the Contractor or the Department under this Contract, as well as health and safety related incidents.
- The contents of incident reports cannot be foreseen at this stage but the purpose of each incident report shall be to keep the Department's Representative fully updated and informed of all activities and actions concerning the emergency. Incidents reports will further be used for immediate and detailed reporting on any accidents that impacted on the health and safety of people, as well as environmental situations that created a risk of pollution.
- Incident reports shall be forwarded in electronic form to the Department's Representative by no later than noon the following day, with hard copies formally submitted within 7 days thereafter.

5. HAZARDOUS MATERIALS

The contractor will be held liable for any expenses that may be incurred by the ECDOH as a result of damage to property and injury to personnel as a result of poor quality products.

6. FIRE RISKS

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the ECDoH/Institution and take such remedial action as may be necessary.

7. ENERGY MANAGEMENT

The contractor shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

8. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The contractor:-

- acknowledges that he is fully aware of the terms and conditions of the Act;
- acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety and will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.
- The Contractor is to familiarise itself and comply with all safety regulations and statutes governing HCW management activities. The safety of all of the Contractor's personnel, its subcontractor's personnel, as well as that of any Facility staff members or members of the public affected by the execution of the Services, shall be the sole responsibility of the Contractor.
- The Contractor is to submit copies of its operational health and safety plan that shall be designed to ensure the health and safety of any persons involved in or affected by the management of HCRW.

- This health and safety plan should fully conform to the requirements of the South African Occupational Health and Safety (OHS) Act, 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 all equipment, procedures, training, and other measures that will be taken to ensure the health and safety of all personnel working on the project, or being affected by the project.
- The Contractor shall in its Health and Safety Plan describe the vaccination programme that is implemented for all workers, as well as the antiretroviral treatment that will be available to workers in the event of needle stick injuries. Daily records of the Contractor's, as well as subcontractor's, employees Waste handling operations should be kept and all occupational health and safety incidents that may have been experienced during the day is to be reported, particularly with respect to any needle stick injuries or other abrasions of the skin.
- All the Contractor's and subcontractor's employees (whether permanent or temporary) shall be adequately insured and no untrained persons shall be allowed to carry out any work under this Contract.

Health and Safety: - Reports

- Summarised outcome of medical examinations undertaken on staff;
- Vaccination programme;
- Antiretroviral treatment programme;
- Accident report and measures taken to prevent a reoccurrence thereof;
- Supply and usage of Personal Protective Equipment (PPE);
- Compliance with OHS Act.

9. SERVICE LEVEL AGREEMENT

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

10. PERFORMANCE MEASUREMENT PROVISIONS

10.1 Introduction.

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications, Bid Conditions and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.

10.2 Compliance. For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined:-

- with reference to reports provided by contractor;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by ECDoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

10.3 Records. Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

10.4 Measurement of performance

- Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by ECDoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by contractor. The Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.
- User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

10.5 Results of checks, audits and surveys ECDoH shall be entitled to utilise the findings of the surveys, checks, audits and reports contemplated above to determine compliance by contractor with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that contractor can prove otherwise be binding on contractor and ECDoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

10.6 Communication

10.6.1 Meetings

- Annual Project Meetings shall be held between the Department's Representative and the Contractor. The purpose of the Annual Project Meeting shall be to review the Health Care Waste Management in the Region, followed by a strategic discussion around any special actions to be taken during the following year.
- Should either party require any meetings in addition to the Annual Project Meetings, such meeting shall be convened by giving, unless otherwise agreed, at least 1 weeks' prior written notice to the other party. The Contractor shall at all meetings be represented by a person suitable qualified and authorised to make commitments and enter into agreements on behalf of the Contractor. Establish waste management forum per region.

10.6.2 Reporting

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

- Copies of all reports required by the Necessary statutory requirements;
- Annual Reports;
- Monthly Reports;
- Incident Reports;

10.6.2.1 Bi-Annual Report

The Bi-annual Report shall describe in detail the previous semester events and activities including all events that have affected the Contractor's fulfilment of its obligations under this Contract. Furthermore this report shall include a detailed plan for the next calendar year describing planned events and activities, including a plan for handling all of the expected waste streams. Copies of the Bi-annual report are to be delivered to all stakeholders at least two weeks prior to the Annual Project Meeting.

The Contractor shall ensure that each annual report shall, at minimum, contain the following information:

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

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

11. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

12. LOSS AND DAMAGE

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

PART 3

BID STRATEGY

This bid is divided into 3 regions. The District Municipalities and Metro have been clustered to form regions. The District Municipality or Metro is made up of all the categories of health facilities such as central, tertiary, Regional, District and specialized hospitals, community health centers, emergency medical services [EMS], forensic pathology laboratories [mortuaries], Pharmaceutical Depot, nursing colleges and primary health care facilities.

1. Eastern Region is composed by Alfred Nzo and OR Tambo District Municipalities
2. Central Region is composed of Joe Gqabi, Amathole, Chris Hani District Municipalities and Buffalo City Metro.
3. Western Region consist of Sarah Baartman District Municipality and Nelson Mandela Metro Bay Municipality.

It is a standard requirement that the ECDOH is compelled to utilize the prescribed containers and accessories as explained in this specification and supplied by the contractor for **HCRW (Class A and Class B Waste, excluding General Waste)**. The supply and distribution of containers for the Primary Health Care facilities will be up to the level of a sub-district. **The collection and transportation of waste from the Primary Health Care facilities to the central collection points will be done by a separate service provider.**

The winning bidder/s will provide containers for clinics & community health centers at sub -district offices (**see Annexure B**) and other contracted services providers will be responsible for distribution of containers and carting the waste from the community health centers, and clinics to the nearest hospital or Health Centre per district.

The bid will be evaluated and awarded per region to different bidders and it will be rate based as the figures in the pricing schedule are indicative.

A bidder awarded region A will not be included in other regions and bidder awarded Region B will not be included in Region C unless the number of recommended bidders is less than the number of regions.

The department reserves the right to enter into price negotiations with recommended bidders.

PART 4

SPECIFICATION

1. BID SPECIFICATIONS

Background

Health care risk waste is considered to be waste arising from medical, nursing, dental, pharmaceutical, forensic pathology[mortuaries] emergency medical services[ambulances] veterinary or similar practices, investigation, treatment, care, teaching or research which by the nature of its toxic, infectious (pathological or anatomical waste and sharps) or Pharmaceutical content (pharmaceutical, cytotoxic, genotoxic and heavy metal wastes) may prove a hazard or give offence unless previously rendered safe and inoffensive. Such waste includes human and animal tissue or excretions, drugs and medical products, swabs and dressing, instruments or similar substances and materials.

2. Scope and period of the service

The bid specification calls for the following:

- a) Supply of approved colour coded containers for health care risk waste.
- b) Provide safe, effective and efficient handling and removal of medical waste from central storage area on site.
- c) Transportation, treatment and disposal of medical waste to an approved landfill site.
- d) Specify the type of the approved appropriate technology for the treatment of medical waste
- e) Provide destruction certificates as proof of medical waste treatment and disposal to all health facilities where waste was collected.

The period of this tender is 36 months.

3. The Facilities

- The public health facilities to be serviced by the Contractor under this Contract are hospitals, community health centers and clinics, nursing colleges, Emergency Medical Services bases, Forensic Units and Pharmaceutical Depots.
- The successful bidder will not collect directly from clinics, a separate contractor will be responsible for collection from clinics to the central collection points (hospitals/CHCs)
- The Contractor shall service all public health Facilities which are included in the List presented in Annexure B.
- This list can be amended by the Department during the Contract Period. The Department shall give the Contractor written notice of any amendments to the List of Facilities. The Contractor shall upon receiving such notice, liaise with Facilities added to the list and arrange

with the Department and the Facility for the commencement of Services at that Facility. The Department in consultation with the service provider must remove facilities that may be closed down.

4. Waste Categories

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

Three of the components of HCRW have the potential to cause microbial contamination (infectious waste, pathological waste and sharps), but since pathological waste and sharps have additional characteristics, the containerization and treatment methods are different and therefore constitute a separate component.

Waste shall, for the purpose of this Contract, be considered to include:

- General Infectious Waste;
- Sharps Waste;
- Pathological waste;
- Pharmaceutical/Chemical Waste;
- Extraordinary Items.

4.1 General Infectious Waste excluding food waste (left over food)

General Infectious Waste includes HCRW, other than Sharps Waste and Pathological Waste, which is suspected to contain pathogens and normally causes, or significantly contributes to the cause of increased morbidity or mortality of human beings. It inter alia includes items such as blood, contaminated dressings, or any other disposable items suspected of being infectious.

4.2 Sharps Waste

Sharps Waste includes any device having acute rigid corners, edges, or protuberances capable of cutting or piercing, including, but not limited to, all of the following:

- Hypodermic needles, syringes, blades, and trochar with or without attached tubing; and
- Broken glass items, such as Pasteur pipettes and vials.

Sharps Waste will be containerized in Sharps Containers by the respective Facilities, prior to it being removed from the Facilities by the Contractor.

4.3 Pathological Waste

Pathological waste includes tissues, organs, body parts, blood and body fluids, teeth, hair and nails.

4.4 Pharmaceutical Waste

Pharmaceutical Waste includes expired pharmaceuticals from pharmacies at the Facilities, waste from oncological wards, cytotoxic waste and other Pharmaceutical waste generated at the Facilities. Pharmaceutical Waste includes liquids and solids and can include flammable substances.

The laboratories at the Hospitals handle their own waste, and such waste is therefore not forming part of this Contract.

4.5 Extraordinary Items

The Facilities may from time to time generate large waste items that cannot be containerised and that are suspected of being infectious or that would contain hazardous Pharmaceuticals. The exact nature of these items cannot be defined upfront.

Waste categories, container colour coding, marking of packaging and storage times

Waste Category	Waste subcategory	Container/ Colour coding	Labelling	Maximum storage times
1) Human anatomical waste	Human anatomical – tissue, organs, body parts and products of conception	Red specibin	International bio-hazard logo	24 hrs

2) Infectious non anatomical waste,	Infectious non anatomical waste, -All microbiological laboratory wastes that have not been decontaminated. -Waste from surgeries and autopsies performed on patients with infectious diseases -All contaminated waste from patients -Infectious liquids	Box set, 90l 100 micron red bags	International biohazard logo	72 hrs
3)Pharmaceutical/Chemical waste	Hazardous Pharmaceutical waste is -Toxic -Corrosive -Flammable -Reactive or -Genotoxic Pharmaceutical waste excluding cytotoxic pharmaceutical wastes comprises pharmaceutical products that are no longer usable in patient treatment or are no longer required cytotoxic pharmaceutical waste	Dark green bucket	International biohazard logo Marked cytotoxic boldly printed and toxic hazard symbol	90 days
4) Sharps	Bio-contaminated needles, syringes, blades, vials, clinical glass and other clinical items capable of causing a cut or puncture	Yellow bucket	Marked DANGER CONTAMINATED SHARPS and international biohazard	90 Days

	Cytotoxic contaminated needles, broken glass etc			

5. Supply of Disposable Containers

The Contractor shall as part of its obligations, throughout the Services Period, supply and distribute Disposable Containers that are SABS approved. Disposable Containers shall include the following:

- Sharps Containers
- Specbin Containers for Pathological Waste;
- Green bucket Containers for Pharmaceutical Waste;
- Red liners for General Infectious Waste, including sealing mechanisms for liner i.e. cable ties.
- Yellow liners for contaminated linen.
- Sharps container for trochar tube and other long needles.
- Placenta bags

Disposable Containers shall be supplied and delivered to the Facilities by the Contractor, upon the Contractor receiving an order from the facility's Representative, specifying types and quantities.

Disposable Containers shall comply with the specifications as outlined in the Annexure A [Specifications for Disposable Containers].

6. Distribution of Disposable Containers

The Contractor shall deliver all Disposable Containers ordered to the individual Facilities in line with collection schedule after receipt of a written order. Maximum expected delivery period is five (5) days. A Large Order placed by a Facility can be handled by the Contractor as a partial order, meaning that delivery can be split into several deliveries; insofar that sufficient supply for daily consumption by the Facility is secured. In the event of an order being handled by the Contractor as a partial order, the Contractor shall be responsible to ensure sufficient supply for daily consumption of any item(s) ordered, during the period from 5 days after receiving a written order, until delivery of that order has been finalised.

7. Disposable Containers delivery point

- The Department of Health in liaising with hospitals, sub-districts and medical depot shall determine the acceptable delivery times and locations to which Disposable Containers shall be delivered.
- The disposable containers must be delivered during scheduled Waste collection rounds **and only during official working hours**, the contractor will be responsible to ensure that new containers are not contaminated during the transportation and delivery thereof.

8. Placement of Waste for Removed

- The Head of institution should designate a half way storage site (for temporary storage of HCRW/medical waste) within the health facility in conjunction with the service provider where waste will be placed for collection/removal by the contractor's staff.
- The temporary storage should be secured under lock and key at all times, avoiding spills or any other secondary nuisance.
- Waste containers should be labeled with the ward name/no and date
- Hospital staff will segregate and place all HCRW/Medical waste into the designated and prescribed HCRW lined containers and be responsible for the in-house movement thereof, from the waste storage points in the wards to the temporary storage site.
- Each waste storage point will be identified with a bio-hazardous signage stating the purpose of the site. Hospital personnel will determine positioning of covered and secure collection points, in the wards, and confirmed in the Waste Management Plan.
- Storage and transportation of filled and sealed containers and any other hazardous waste shall comply with all relevant legislation governing storage and transportation, through which the HCRW material will be transported.
- The successful contractor will provide the ECDOH, individual hospitals with a documented waste management plan for per region for approval, within 21 days after notification of awarding the tender to the contractor.

9. Collection of the Waste

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

- The Contractor shall ensure that no Waste is left unattended between the time when it is removed from the Waste Collection Point and the time when it was delivered to the Treatment Plant.
- The Contractor shall collect Waste from the Facilities in accordance with the Collection schedule. The Contractor shall notify the affected Facilities and the Department's Representative of changes to the Collection schedule 1 week prior to such changes taking effect. The Contractor shall at all times ensure that the Department's Representative as well as the respective Facilities are provided with the latest version of the collection schedule.
- Waste collection rounds shall be undertaken between 8:00 and 16:00 on agreed days of the week.

10. Waste Collection Point (Hospitals)

The Waste Collection Point designates the place at each Facility where the Contractor takes responsibility for the Waste.

- The Contractor shall as part of the Rollout, in cooperation with each Facility, establish the location of the Waste Collection Point(s). Facilities may due to its size have more than one Waste Collection Point.
- The Waste Collection Point will generally be a storage room at the Facility, to which Facilities are to deliver the Waste in Containers. The temporary storage should have a drainage system and be fitted with a spillage kit.
- The Contractor shall during the mobilisation Period liaise with each Facility and establish the location of the Waste Collection Point(s), make arrangements for Waste collection personnel to gain access to such waste collection points, make arrangements for the installation and securing of scales (where applicable).

NB: The Waste shall become the Contractor's responsibility once it has been removed from the Waste Collection Point but as the generator DOH has a responsibility to see that waste has been totally disposed and this is done through submission of destruction certificates.

- The DOH shall submit a list to the Contractor of all Waste Collection Points & contact details agreed with the Facilities, no later than 2 weeks before Commencement of Services Date. Where any difficulties in terms of access to the proposed Waste Collection points may have been identified, such problems are to be reported to the Department's Representative in writing. Based on such a report, the Department may in consultation with the Facility (i) identify an alternative Waste Collection Point, or (ii) make the necessary modifications that will ensure reasonable unobstructed access enabling Waste collection.
- The Contractor shall be responsible for removing any Waste spillage at the Waste Collection Point that may have been caused by the Contractor. Failure to immediately remove spillage from the Waste Collection Point shall constitute a Service Failure.

11. Storage of Waste

An authorised waste storage area must be available at the treatment plant

All storage areas must comply with all requirements of HCWM Regulations. The waste can for a limited period of time be stored at the waste Collection Point in order to make collection and transport cost effective. The Contractor shall however ensure that the following maximum storage times are not exceeded:

- General infectious waste, maximum storage time 72 hours
- Pathological Waste including placentas, maximum storage time 24 hours
- Sharps waste including long sharps, maximum storage time 90 days

- Pharmaceutical waste is 90 days

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

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

- The Contractor shall ensure that no Waste is stored overnight between the time when it is removed from the Facility and the time when it is delivered to the Treatment Plant unless the contractor has a waste storage facility/transfer station licensed, registered by Department of Forestry, Fisheries and Environment. This means that delivery of Waste by the Contractor to the Treatment Plant shall take place within 24 hours of removal from the Facility.

12. Frequency of Waste Collection

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

Type of Facility	Collection Frequency
Large Hospitals	Four times a week, depending on volumes
Medium Hospitals between	Three times a week, except weekends and public holidays, depending on volumes.
Small Hospitals/CHCs	One - Three times a week, depending on volumes

The department has a right to change these collection frequencies due to changes in the service delivery of that facility.

13. Weighing of the Waste

The Contractor shall provide a suitable scale for weighing of Waste at the time of collection from each Facility.

13.1 Calibration of Scales

- All scales used for weighing the Waste shall be approved for commercial use and shall be calibrated by an independent and accredited party as required by the Necessary Consents and Statutory Requirements on an annual basis or based on the manufactures manual.
- The facility representative shall have the right to verify calibration of the scale. If this verification indicates an error with more than 1%, the Department shall be entitled to demand calibration of the scale by an independent and accredited party as required by the Necessary Consents and Statutory Requirements. (Annual calibration)

- Calibration certificate to be readily available in the vehicle
- A maintenance plan for scales and other equipment must be available

14. Recording of Waste collected

- All waste collected should be registered on the waste information system
- All hospitals will provide health care waste register that will form part of the basis for payment of services rendered.
- For each consignment of Waste collected the Contractor shall record the following information:
 - Facility name
 - Type (volume) and net weight of each Container;
 - Waste categories, i.e. general infectious waste, pathological waste or pharmaceutical waste;
 - Time and date of collection;
 - Driver details;
 - Details of Facility representative witnessing Waste collection;

ECDoh must be able to track its waste from cradle to grave, contractor must have a system in place to track the waste.

NB: The register shall be the property of the hospital. It is mandatory to sign the register in every collection.

The Contractor shall record the collection and Treatment of Waste from each Pathological Waste container, after which a destruction certificate is to be issued to certify Treatment of such Pathological Waste. The aforesaid destruction certificate is then submitted to the delegated person before the end of the calendar month in which the Pathological Waste was Treated.

15. Collection of Extraordinary Items

- Collection of extraordinary Items shall be arranged by the departmental representative, once the facility notified the departmental representative of the existence of such Extraordinary Items at any particular Facility.
- The Contractor shall collect Extraordinary Items for transportation, Treatment and disposal thereof in accordance with these Project Specifications.

16. Transport

16.1 Requirements for transportation

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

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

16.2 Requirements for the HCRW Vehicles

- HCRW Vehicles used by the Contractor to transport Waste shall be for the sole purpose of transporting HCRW and may not be used for any other purposes.
- All HCRW Vehicles shall comply to meet the standards laid down by the National Road Traffic Act (Act 93 of 1996), as well as any relevant legislation.
- Access to the HCRW Vehicle's loading compartment shall be safe and unobstructed, thus ensuring easy access for the Contractor's staff.
- Storage compartments on HCRW Vehicles shall not have any holes or openings that could result in leaking of liquids that may have spilt from containers.
- The inner surface of the HCRW Vehicle's storage compartment shall be smooth and rust free by being galvanised, manufactured from stainless steel or other materials approved by the Competent Authorities.
- The internal finish of the storage compartment shall further allow for easy cleaning, e.g. angles shall be rounded and surfaces shall be smooth, without any material joints creating the opportunity for dirt collection.
- There shall be a bulkhead between the drivers cabin and load compartment, designed to retain the load, in order to protect the driver, should the vehicle be involved in an accident.
- Vehicle should be designed to have two compartments: clean compartment and dirty area
- All HCRW Vehicles shall be equipped with emergency equipment required by the relevant legislation. This Equipment shall as a minimum include spill kits containing all personal protective equipment like masks, elbow length rubber gloves and overalls, as well as folded HCRW containers, brooms, scoops and disinfectants, red tape and fire extinguishers.
- The contractors shall be familiar with the emergency procedures whilst also trained in the effective use of such emergency equipment. Each vehicle must be manned by trained teams and marked with the international logo for bio-hazardous waste (including contractor information and emergency contact telephone number) and equipped with radio contact or mobile phone.
- Vehicle operators or any other person who comes into contact with HCRW during collection, transportation and disposal should be immunised against Hepatitis B **(this to be verified before the commencement date)**.
- Strict security regarding access to vehicles is required (these to be verified during in loco inspection) and safe loading procedure will be made possible with the vehicle.

- In an event of an accident the successful bidder should take responsibility for any event or indemnity outside the hospital premises.
- The bidder should submit drivers Hazchem certificates.
- Provide the list, photos and license disks of vehicles to be used and if a new vehicle is provided, submit details of such vehicle.

17. Treatment of the Waste

- The objective of Treating HCRW is to deactivate the viruses, bacteria and other pathogens in the waste to a safe level where there is no risk of infection or other negative health impacts to humans, animals and environment.
- All disinfectants used for cleaning of vehicles must be SABS/SANS compliant
- The Treatment of Waste shall further prevent any intentional or unintentional reuse of objects such as syringes, sharps etc. by completely or partly destroying these objects and rendering it harmless to humans.
- The Contractor shall treat the Waste from all Facilities in the Province in accordance with the Regulations and the statutory requirements.
- All residues must be managed in accordance with legislative requirements
- Numerous other permitted technologies like **autoclaving, sterilization, micro-waving, Pharmaceutical disinfection, plasma pyrolysis, steam reforming and electrothermal deactivation or combination technologies** are all viable alternatives to incineration but must have a valid waste licence
- Emissions should comply with legislative standards in cases of incinerator being a method of waste treatment
- The signed agreement must be entered into between the service provider and the owner of the incinerator and the copy of licence of the incinerator from the relevant authority be submitted with the tender.

Bidder should take appropriate precautions around transportation of Anatomical waste. The methodology for the treatment of Anatomical waste shall be stipulated on the Contingency Plan as stipulated in paragraph 31 of the specification.

It must therefore be ensured that this type of waste can be treated by use of appropriate incinerator, operated at the required temperature and appropriate site, which does not exceed the prescribed thermal emission standards in terms of the National Air quality Act.

Treatment and disposal methods for the different categories of health care risk wastes:

Requirements for Treatment and disposal:

- Treatment is not required for Pharmaceutical Waste, provided that it is disposed of at a hazardous waste landfill in accordance with the Regulations and the statutory requirements.
- Waste other than Pathological Waste and Pharmaceutical Waste, shall be Treated by means of either Incineration Treatment or Non-Combustion Treatment.
- Pathological Waste shall only be treated by means of Incineration Treatment.
- All residues from treatment plants to be disposed of in a licensed landfill site

18. Waste Storage during a Planned Outage

- The Contractor shall during a Planned Outage secure the use of cold storage facilities suitable for the storage of Waste until the Planned Outage is over, or alternatively secure standby Treatment plant at another treatment facility and Treat the Waste timely in accordance with this Project Specification, the Regulations and the Necessary statutory requirements.
- Contingency plan should be provided for Health Care Facility in Eastern Cape by the contractor for approval by the Department of Health's representative.

19. Provisions for Hemorrhagic Fevers or Formidable Epidemic Diseases.

- The Contractor shall during an outbreak of Hemorrhagic Fevers provide a separate vehicle for collection of Isolation Ward Health Care Waste. Wastes obtained during these types of outbreaks / epidemics must be isolated, contained, transported in isolation and special arrangements should be made in advance with the service provider for collection, transport, treatment and final disposal of these types of waste.
- Waste obtained from such outbreaks should be destructed by the combustion method and special arrangements should be made with regard to personnel protective clothing for employees of both parties.

20. Residues disposal

- The Contractor shall be responsible for the disposal of all Residues from the Treatment of Waste. The Residues shall be disposed of in accordance with the 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 is caused to people at or near the Treatment Plant, along any of the transportation routes or at the landfill site 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 obtain a destruction certificate from the operator of the landfill site used for disposing of the Residues, stating the time, date and mass of residues delivered to the landfill site.

21. Mobilisation and Rollout

22.1 Mobilisation

- Following the award of the Contracts the Contractor shall use the Mobilisation Period to mobilise its staff, as well as acquire the necessary equipment and supplies.
- The Mobilisation Period shall further be used by the Contractor to establish communication lines with each of the Facilities, the District Office and the Head Office of the Department of Health
- The Contractor shall liaise with the delegated official from each of the Facilities, sub district and district during the Mobilisation Period and agree on the programme for implementation of the new Waste Management System at the respective Facilities.
- The Program shall be communicated to the Provincial Coordinator for monitoring of progress and evaluation of services by Provincial and District office.

22.2 Rollout Period

- The Contractor assumes responsibility for removing, transportation treatment and disposing of the Waste from the Commencement of Services Date. The first 6 Months following the Commencement of Services Date is designated the Rollout Period.
- The Contractor shall during the Rollout Period gradually phase in the new Waste Management System at all the Facilities.
- It is envisaged that during transitional period, where disposable containers provided by the previous contractor shall be used in some Facilities whilst the new Waste Management System is rolled out and maintained in other Facilities.
- The new Waste Management System shall be fully implemented at all Facilities in the region by the Rollout Completion Date.

22.3 Transitional period during the Rollout Period

- While phasing in the new Waste Management Service, the Contractor shall be responsible for collecting, transporting, Treating and disposing of all Waste generated at the respective Facilities in the region. This will require that the new Contractor collects waste contained in the previous contractor's consumables during the Rollout Period.

- On commencement of the Rollout Period, the Department would have paid the previous contractor for supply of consumables. The new Contractor is therefore to make best use of this stock of containers, ensuring that the maximum number of containers supplied by the previous contractor is used for Segregation and removal of Waste during the Rollout Period.
- The Contractor shall ensure that each Facility experiences a swift transition from the old to the new Waste Management Service.

Rollout Plans

- The Contractor shall develop a plan for the Rollout Period in collaboration with the Provincial and District Health officials. The Rollout Plan shall contain the following:
 - Names and contact details of the designated official from each Facility;
 - Specifications for the Training and consulting activities to be undertaken at each Facility in the contract Period;
 - Details of the Contractor's Staff, that will be responsible for consulting activities;
 - Details of Facility specific problems and opportunities encountered during the planning of the Rollout Period together with proposed solutions;
 - Development of site-specific backup procedures and emergency plans for implementation inter alia in the event of vehicle or plant breakdowns or accidents;

To ensure that staff will be available at the respective times indicated for training in the programme, it is important that Training Plans be developed in consultation with the respective Facilities, after which it is to be approved by the hospital manager/ CEO of that particular Facility.

The Training Plan shall be submitted to the Department's Representative not later than 3 months after the Contract Date. Implementation of the training Plan shall be subject to the Department's approval of the Plan. Failure to submit the regions training Plan before the date occurring 3 month after the Contract Date is considered to be a Service Failure.

Facility training Plans are however subject to change as information is gained from the first training exercises, which make the requirement for the latter only to be submitted 2 weeks before the start of the training at any particular Facility.

22.4 Training at each Facility

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

- Liaising with designated waste management officials and Facility management to keep them informed of plans, programmes and progress throughout the training Period;

- In Cooperation with the infection control nurse ensure that an appropriate Waste Collection Point is available. The Contractor shall where necessary, suggest any modifications or installations that may be required at the Waste Collection Points in order for the Contractor to fulfill its obligations;
- Submitting to the designated waste management official, with a copy to the Department's Representative, a programme for the collection of the Waste from the Facility. The programme shall specify the specific weekdays and approximate times on which Waste is to be collected;
- Supply and monitoring of distribution of Disposable Containers;
- Testing of site-specific backup procedures and emergency plans developed for implementation inter alia in the event of plant or vehicle breakdowns or accidents.

22. Communications

23.1 Meetings

Annual Project Meetings shall be held between the Department's Representative and the Contractor. The purpose of the annual Project Meeting shall be to review the Health Care Waste Management in the Province, followed by a strategic discussion around any special actions to be taken during the following year.

Should either party require any meetings in addition to the Annual Project Meetings, such meeting shall be convened by giving, unless otherwise agreed, at least 1 weeks' prior written notice to the other party. The Contractor shall at all meetings be represented by a person suitable qualified and authorised to make commitments and enter into agreements on behalf of the Contractor. The Department shall establish waste management forum per District.

23.2 Reporting

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

- Copies of all reports required by the Necessary statutory requirements;
- Quarterly
- Annual Reports;
- Incident Reports;
- Waste Information System Reporting and
- Supplier Development Plan

22.2.1. Bi-Annual Report

The Bi-annual Report shall describe in detail the previous semesters events and activities including all events that have affected the Contractor's fulfilment of its obligations under this Contract. Furthermore this report shall include a detailed plan for the next semester describing planned events and activities, including a plan for handling all of the expected waste streams. Copies of the Bi-annual

report are to be delivered to all stakeholders at least two weeks prior to the anticipated date of the meeting.

The Contractor shall ensure that each bi-annual report shall, at minimum, contain the following information:

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

- Failures by the Department or other parties, e.g. late payments;
- Progress of Supplier Development Plan

Organisation of the contractor:

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

Health and Safety:

- Summarised outcome of medical examinations undertaken on staff;
- Vaccination programme;
- Antiretroviral treatment programme;
- Accident report and measures taken to prevent a reoccurrence thereof;
- Supply and usage of Personal Protective Equipment (PPE);
- Compliance with OHS Act and COIDA

23. Backup arrangements

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 Waste at the Treatment Plant due to the occurrence of an Unplanned Outage, then the Contractor shall invoke the backup arrangements in the period from the date of commencement of the Unplanned Outage until the date and time of cessation of such Unplanned Outage/floods.

The backup arrangements shall ensure that Waste is stored in a manner avoiding odour problems as well as health and safety hazards and in accordance with relevant legislation, by:

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

An Unplanned Outage with a duration exceeding 2 weeks will be considered to be a Service Failure. Contingency plans should however be implemented with immediate effect.

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

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

The unavailability of backup Waste vehicles during routine maintenance of the Waste Collection would not be considered justification by the Contractor for requesting increased Waste collection shifts from the Facilities.

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

24. Health and Safety

- The Contractor is to familiarise itself and comply with all safety regulations and statutes governing HCRW management activities. The safety of all of the Contractor's personnel, its subcontractor's personnel, as well as that of any Facility staff members or members of the public affected by the execution of the Services, shall be the sole responsibility of the Contractor.
- The Contractor is to submit copies of its operational health and safety plan that shall be designed to ensure the health and safety of any persons involved in or affected by the management of HCRW.
- This health and safety plan should fully conform to the requirements of the South African Occupational Health and Safety (OHS) Act, and the Contractor shall ensure that all of it's

employees adhere to the requirements stipulated in the plan. A description is to be provided of amongst others all equipment, procedures, training, and other measures that will be taken to ensure the health and safety of all personnel working on the project, or being affected by the project.

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

25. WASTE MANAGEMENT PLAN

- A waste management plan must include the following:
- Scope of health care risk waste
- Classification of waste and containers for respective categories
- Central storage areas
- Waste collection including collection frequency, weighing and recording
- Transportation of waste
- Treatment and disposal of waste
- Health care risk waste systems, communication and reporting
- Contingency plan (Outages, accidents and Spills)
- Occupational Health and safety plan
- Training and capacity development

Training and Supervision

- A high profile service of quality and discipline is envisaged. To achieve this strong emphasis will be on attitude of workers of the ECDOH for individual institution as well as a high level of hygiene and cleanliness, visible throughout all facets of the service including vehicles, storage areas and personal appearance.
- The successful Contractor shall provide the hospital staff with on-going and on-site training regarding the correct methods of collecting, handling, segregation, packaging, in-house transport and storage of Health Care Risk Waste.
- Training proposal should be submitted as part of the bid

- A maximum of two training sessions per District per year should be conducted, and should ensure coverage of all collection sites. First training should be conducted after four months from the award date.
- Depending on the category of people to be trained, the training should be conducted in the vernacular language and English where applicable.
- This should also include waste minimisation, segregation, recycling, in-house transportation and health & safety of the workers in respect of medical waste. The training program should be submitted to the District managers and CEOs within 2 months after the tender has been awarded and comprehensively detailed in the Waste Management Plan.
- It is the bidders responsibility to liaise with the District manager and CEOs for logistics of the training.
- Service Providers must submit the monthly programme on the number and category of people to be trained and monthly report of people that have been trained accompanied by a copy of the attendance register
- Monitoring of containers regarding filling and segregation principles will be implemented as an on-going process by the designated official and service provider. All transgressions by the staff of DoH and service provider will be reported to the Head of the Institution for investigation.
- Statistical data of the service, including volumes of treated waste will be made available by service provider per month (Destruction certificates).
- Spills will be cleared immediately by the contractor
- Spillage must be reported to the Project Manager immediately verbally and thereafter comprehensive report submitted within two days
- Monitoring can be done at any time by the designated official, occupational health and safety personnel, environmental health practitioners
- Training will be regarded as an on-going process regarding the use of containers, waste segregation and hauling or transporting of waste containers and secure storage.
- The contractor shall provide training to hospital staff to:
 - (i) Supply wards with empty containers on a daily basis;
 - (ii) Remove full containers of health care risk waste from the wards, ensuring that they are properly sealed on a daily basis;

26.2 Target groups for training

The Training Programme shall target the following staff groups at the Facilities;

Hospital management (administration and medical services);
 Clinic management, including clinic managers;
 Occupational Health and Safety Committees, Infection Prevention and control committees and representatives at Facilities;
 Environmental health as well as occupational health and safety representatives;
 All categories of medical and allied medical staff in Facilities (Professional staff);
 All categories of non-medical staff with specific attention to general assistants in Facilities;
 Health sciences students who are on placement in Facilities.

26. ON-SITE MANAGEMENT

The segregation and packaging of waste from the wards will be done by the hospital staff to an appropriate site identified by the Head of the Institution within the hospital premises.

27. Signage

All medical waste container collection points will be identified with relevant biohazard signage on a metal, powder coated wall-mounted bracket must not have a company logo and remains the property of the Department.

29. Pharmaceutical Waste.

From time to time it will be necessary to destroy drugs because of expiry dates or other relevant reasons. The drugs must be collected as and when required, in containers as described in Annexure A.

- Schedule 5 and 6 drugs must be destroyed under the supervision of the contractor's responsible pharmacist, who will personally deliver and supervise immediate destruction thereof. Unrestricted access by a pharmacist to the site shall be made available for this purpose. (A Condemnation Certificate for the drugs should be provided and signed by authorized person and submitted to the health institution and the Department of Health. Contractor to supply details of the appointed pharmacists. **(ID document, qualifications and the registration as a pharmacist with the appointment letter)**)
- Due to the nature of certain pharmaceuticals, the contractor may decide on alternative forms of disposal such as encapsulation or Landfill Site as is appropriate on a permitted class H:H landfill site.
- Disposal shall be in accordance with the Department of Water Affairs and Forestry guidelines 'Minimum requirements for the Handling, Classification and Disposal of

Hazardous Waste, Second edition, 1998.’ Details of Pharmaceutical drug profiles shall be given and authorization by the responsible pharmacist, prior to disposal.

- The prescribed container must be sturdy enough to resist puncture under usage conditions up to the point of disposal and comply with the relevant SANS/SABS standard specifications for hazardous Pharmaceutical substances containers.
- A policy / methodology must be available for destruction of pharmaceutical waste
- Destruction certificate must accompany the invoice (in case where a service provider has outsourced the treatment of a certain category of waste, the service provider must attach the destruction certificate from the outsourced service provider.

30. Minimum Standard

- The proposed treatment technologies to be used and the relevant disposal sites shall comply with the minimum standards of relevant standards and relevant legislation with approval by the following authorities:
 - Department of Health** – Air Pollution Control, concerning emission standards and Hazardous Substances and Hazardous Pharmaceuticals.
 - Department of Environmental Affairs** – Environmental Impact Assessment and Waste Management.
 - Department of Water Affairs and Forestry** - Requirements for the Handling, Classification and Disposal of Hazardous Waste.
 - Local Authorities and Municipalities** – Environmental Health, Town and Regional Planning, Engineering Department, Environmental Management Department, Transport and Emergency Services.
- The applied technology will be capable of handling the type and volume of waste within its design parameters.
- The capacity of the applied technology will be for the collective need of the participating institution.
- The capacity of the applied technology to handle all waste specified and generated by participating institutions shall be guaranteed by the contractor.

31. CONTINGENCY PLAN

- A contingency plan for dealing with any disruption of service will be in place and includes:

31.1 Container System

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

31.2 Transportation

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

31.4 Treatment and Disposal Breakdown

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

31.5. EMERGENCY PROCEDURES

Arrangements must be in place with police, response medical services, fire brigade, traffic authorities, civil defence authorities – on appropriate action to be taken in the event of an accident spill, hijacking of vehicle.

A 24-hour call out team, trained and equipped must be on standby to manage all waste type accidents or emergencies.

32. CONTRACT SERVICE /TREATMENT PROGRAM INSPECTION

The complete Health Care Risk Waste Management Program, including the on-site treatment / disposal technology facilities and operation thereof, motor-vehicles and any other associated equipment used by the contractor, will be open for inspection and audit to the ECDOH or the Department of Health authorized representatives at any reasonable time.

33. STATUTES RELATING TO WASTE MANAGEMENT

The handling, transportation, treatment, disposal and storage of all health care risk waste /medical waste must be in compliance with the following legislation, guidelines and codes of practice.

33.1 National Legislation

- a) The Constitution of South Africa Act, Act 108 of 1996
- b) Health Act, Act 63 of 1977 and Eastern Cape Provincial Health Act
- c) Hazardous Substances Act, Act 15 of 1973
- d) National Environmental Management Act, Act 107 of 1998 and National Environmental Management as amended.
- e) EIA Regulations (1998), Section 21, 22 and 26 of the Environmental Conservation Act, Act 73 of 1989

- f) National Water Act, Act 36 of 1998
- g) White Paper on Integrated Pollution and Waste Management (2000)
- h) Human Tissue Act No 65 of 1983, as amended by Act No 106 of 1984 and Act No 51 of 1989
- i) The Medicine and other Related Substances Control Act, Act No. 101 of 1965
- j) Occupational Health and Safety Act, Act 85 of 1993
- k) National Environmental Management: Air Quality Act, April 2003
- l) National Road Traffic Act, Act 93 of 1996
- m) Nuclear Energy Act, Act 46 of 1999
- n) National Nuclear Energy Regulation Act, Act 47 of 1999
- o) The Dumping at Sea Control Act, Act 73 of 1980
- p) Municipal and other regulatory authority laws and regulations controlling the transport of hazardous substances.
- q) NEM Waste Act, 59 of 2008

33.2 International Legislation

- a) Basel Convention (1992): Technical Guidelines on the Environmentally Sound Management of Biomedical and Healthcare Waste (2001).
- b) Agenda 21 (1992): Chapters 6, 9, 18, 19, 20, 21, 22 - Application to HCRW management.
- c) Stockholm Convention (2002): United Nations Convention on Persistent Organic Pollutants.

33.3 Government Guidelines and Requirements

- a) Department of Water Affairs and Forestry: Minimum requirements for Waste Disposal by Landfill, Second edition, 1998.
- b) Department of Water Affairs and Forestry: Minimum requirements for the Handling, Classification and Disposal of Hazardous Waste, Second edition, 1998.
- c) Department of Environmental Affairs and Tourism: Framework Document on the Management of Health Care Waste, 2000.
- d) Department of Environmental Affairs and Tourism: National Waste Management Strategy Action Plan for Waste Treatment and Disposal, Version C (1999).
- e) Department of Health: Guidelines for the Design, Installation and Operation of Incinerators (Class 1 – Class 3).
- f) Department of Health, Directorate of Health Technology: Guidelines for the safe transport of radio-active material

33.4 Codes of Practice

Several S.A.B.S. Codes of practice (which should be observed) relate to waste management:

- a) SANS Code 10248: 1993 / 2000. Handling and disposal of waste materials within health care facilities.
- b) SANS Code 10228: 1995. The identification and classification of dangerous substances and goods.
- c) SANS Code 10229: 1996. Packaging of dangerous goods for road and rail transportation in South Africa.
- d) SABS Code 0230: 1997. Transportation of dangerous goods: Inspection requirements for road vehicles.
- e) SABS Code 0231: 1997. Transportation of dangerous goods: Operational requirements for road vehicles.
- f) SABS Code 0232-1: 1995. Transportation of dangerous goods, Part 1: Emergency information systems for road transportation.
- g) SABS Code 0232-2: 1995. Transportation of dangerous goods, Part 2: Emergency information systems for rail transportation.
- h) SABS Code 0232-3:1995. Transportation of dangerous goods, Part 3: Emergency action codes.
- i) SABS Code 0232-3: 1995. Annexure A Emergency response handbook.
- j) SABS Code 1518: 1996. Transportation of dangerous goods – Design requirements for road tankers.

PART 5 SCHEDULE B

SBD 3.2

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

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....
Bid number.....
Closing Time 11:00
Closing date:

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

Central Region						
Item No	Item Description	Unit	Indicative Quantities p/a	Rate P/Unit (Rand)	Bid Price per unit (Rand)	Total Bid price for the year (Rand)
1.1	Disposable Sharps Containers: Cost to Supply and delivery to the hospital					
1.1.1	Size: 5 litre	Each	12 000			
1.1.2	Size: 10 litre	Each	25 000			
1.1.3	Size: 25 litre	Each	15 000			
1.1.4	Size: 1 litre	Each	1500			
1.1.5	Trochar for long sharps	Each	1000			
1.1.6	Pharmaceutical waste containers					
1.1.7	Size: 5 litre	Each	1500			
1.1.8	Size: 10 litre	Each	1500			
1.1.9	Size: 20 litre	Each	6000			
Item No	Item Description	Unit	Indicative Quantities p/a	Rate P/Unit (Rand)	Bid Price per unit (Rand)	Total Bid price for the year (Rand)
1.2	Disposable Spec-bin (Pathological Waste): Cost to Supply and delivery to the hospital					
1.2.1	Size: 5 litre	Each	1500			
1.2.2	Size: 10 litre	Each	3500			
1.2.3	Size: 25 litre	Each	10 000			
Item No	Item Description	Unit	Indicative Quantities p/a	Rate P/Unit (Rand)	Bid Price per unit (Rand)	Total Bid price for the year (Rand)
1.3	HCRW Liners (Red plastic): Cost to Supply and delivery to the hospital					
1.3.1	Size: 30 litre 30 micron (theatre)	50	4 000			
1.3.2	Size: 90 litre 100 micron (General Infectious waste)	50	10 000			
1.3.3	Size: 300 x 300mm, 30 micron placenta bag	50	3 000			
1.3.5	Size: Yellow 90 litre 80 micron	50	15 000			
Item No	Item Description	Unit	Indicative Quantities p/a	Bid Price per unit (Rand)	Total Bid price for the year (Rand)	
1.4	Accessories: Cost to Supply and delivery to the hospital					
1.4.1	Bio- hazardous tape	Each	30 000			
1.4.2	Cyto- toxic stickers	Each	1000			
1.4.3	Anatomical stickers	Each	2 000			

1.4.4	Biological spill kit	Each	300		
1.4.5	Security Seals	Each	5000		
1.4.6	Cable ties	100	30 000		
1.4.7	Metal International Biohazardous signage(500mm x300mm)	Each	300		
1.5	Disposable Box sets (cost to supply and delivery to hospital)				
1.5.1	Size: 25 litre box set	Each	20 000		
1.5.2	Size: 50 litre box set	Each	90 000		
1.5.3	Size: 142 litre box set	Each	150 000		

Section 2: Collection, transportation, treatment and disposal of HCRW					
Item No	Item Description	Unit	Indicative Quantities in kg's p/a	Bid Price per kg (Rand)	Total Bid price for the year (Rand)
2.1	Cost per KG to collect treat and dispose of HCRW				
2.1.1	Cost per kg of (non-sharps) General infectious HCRW	p/kg	1, 300 000		
2.1.2	Cost per kg of pathological HCRW	p/kg	155 000		
2.1.3	Cost per kg of Pharmaceutical including cyto toxic waste /Pharmaceutical HCRW	p/kg	30 000		
2.1.4	Cost per kg of sharps HCRW	p/kg	325 000		
Section 4: Cost for providing training					
4.1.1	Cost for training per employee p/p		300		

Section 5 – Total Bid Price for the 1 st year (Rand)	
Section 6- Total bid price for 2 nd year (Rand)	
Section 7 – Total Bid Price for the 3 rd year (Rand)	
Section 7: Please Note:	
(a) All prices to include vat.	
(b) All HCRW to be weighed on site before collection and total weights to be confirmed by the hospital employee responsible for waste management before removal for disposal.	
© Portable scale for weighing of HCRW to be supplied by the Contractor at Contractor's costs	

EASTERN REGION

Section 1: Supply and delivery of Disposable Containers and Accessories:				
Item No	Item Description	Unit	Indicative Quantities p/a	Bid Price per unit (Rand)
1.1	Disposable Sharps Containers: Cost to Supply and delivery to the hospital			Total Bid price for the year (Rand)
1.1.1	Size: 5 litre	Each	5 000	
1.1.3	Size: 10 litre	Each	15 000	
1.1.4	Size: 25 litre	Each	15 000	
1.1.6	Size: 1 litre	Each	3 000	

	Other (Specify sizes)					
1.1.7	Trocher for long sharps	Each		2 500		
1.1.8	Pharmaceutical waste containers					
1.1.9	Size: 5 litre	Each		500		
1.1.9	Size: 10 litre	Each		5 000		
1.1.10	Size: 20 litre	Each		6 000		
Item No	Item Description	Unit	Indicative Quantities p/a	Bid Price per unit (Rand)	Total Bid price for the year (Rand)	
1.2	Disposable Speci-bin (Pathological Waste): Cost to Supply and delivery to the hospital					
1.2.1	Size: 5 litre	Each	1 500			
1.2.2	Size: 10 litre	Each	15 500			
	Size: 25 litre	Each	20 000			
Item No	Item Description	Unit	Indicative Quantities p/a	Bid Price per unit (Rand)	Total Bid price for the year (Rand)	
1.3	HCRW Liners (Red plastic): Cost to Supply and delivery to the hospital					
1.3.1	Size: 30 litre 30 micron (theatre)		50	5 000		
1.3.2	Size: 90 litre 100 micron (General Infectious waste)		50	12 000		
1.3.3	Size: 300 x 300mm, 30 micron placenta bag		50	4 000		
1.3.5	Size: Yellow 90 litre 80 micron	50	20 000			
Item No	Item Description	Unit	Indicative Quantities p/a	Bid Price per/Unit (Rand)	Total Bid price for the year (Rand)	
1.4	Accessories: Cost to Supply and delivery to the hospital					
1.4.1	Bio- hazardous tape	Each	10 500			
1.4.2	Cyto – toxic stickers	Each	500			
1.4.3	Anatomical stickers	Each	1 000			
1.4.4	Biological spill kit	Each	130			
1.4.5	Security Seals	Each	30 000			

1.4.6	Cable ties	100	20 000			
1.4.7	Metal International Biohazardous signage(500mm x300mm)	Each	200			
1.5	Disposable Box sets (cost to supply and delivery to hospital)					
1.5.1	Size: 25 litre box set	Each	22 000			
1.5.2	Size: 50 litre box set	Each	95 000			
1.5.3	Size: 142 litre box set	Each	50 000			
Section 2: Collection, transportation, treatment and disposal of HCRW						
Item No	Item Description	Unit	Indicative Quantities in kg's p/a	Bid Price per kg (Rand)	Total Bid price for the year (Rand)	
4.1	Cost per KG to collect treat and dispose of HCRW					
2.1.1	Cost per kg of (non-sharps) General infectious HCRW	p/kg	650 000			
2.1.2	Cost per kg of pathological HCRW	p/kg	330 000			
2.1.3	Cost per kg of Pharmaceutical including cyto toxic waste /Pharmaceutical HCRW	p/kg	35 000			
2.1.4	Cost per kg of sharps HCRW	p/kg	590 000			
Section 4: Cost for providing training						
4.1.1	Cost for training per employee		300			
Section 5 – Total Bid Price for the 1st year (Rand)						
Section 6 – Total Bid Price for the 2nd year (Rand)						
Section 7 – Total Bid Price for the 3rd year (Rand)						

Section 7: Please Note:	
(a) All prices to include vat.	
(b) All HCRW to be weighed on site before collection and total weights to be confirmed by the hospital employee responsible for waste management before removal for disposal.	
© Portable scale for weighing of HCRW to be supplied by the Contractor at Contractor's costs	

WESTERN

Section 1: Supply and delivery of Disposable Containers and Accessories:						
Item No	Item Description	Unit	Indicative Quantities p/a	Rate P/Unit (Rand)	Bid Price per unit (Rand)	Total Bid price for the year (Rand)
1.1	Disposable Sharps Containers: Cost to Supply and delivery to the hospital					
1.1.1	Size: 5 litre	Each	10 000			
1.1.3	Size: 10 litre	Each	10 600			
1.1.4	Size: 25 litre	Each	12000			
1.1.6	Size: 1 litre	Each	1 000			
	Other (Specify sizes)					
1.1.7	Trocher for long sharps	Each	15 000			
1.1.8	Pharmaceutical waste containers					
1.1.9	Size: 5 litre	Each	1 000			
1.1.10	Size: 10 litre	Each	15 000			
1.1.11	Size: 20 litre	Each	10 000			
Item No	Item Description	Unit	Indicative Quantities p/a	Rate P/Unit (Rand)	Bid Price per unit (Rand)	Total Bid price for the year (Rand)
1.2	Disposable Spec-Containers (Pathological Waste): Cost to Supply and delivery to the hospital					
1.2.1	Size: 5 litre	Each	500			
1.2.2	Size: 10 litre	Each	20 000			
	Size: 25 litre	Each	30 000			

Item No	Item Description	Unit	Indicative Quantities p/a	Rate P/Unit (Rand)	Bid Price per unit (Rand)	Total Bid price for the year (Rand)
1.3	HCRW Liners (Red plastic): Cost to Supply and delivery to the hospital					
1.3.1	Size: 30 litre 30 micron (theatre)	50	10 000			
1.3.2	Size: 90 litre 100 micron (General Infectious waste)	50	30 000			
1.3.3	Size: 300 x 300mm, 30 micron placenta bag	50	10 000			
1.3.5	Size: Yellow 90 litre 80 micron	50	6 000			
Item No	Item Description	Unit	Indicative Quantities p/a	Rate P/unit(Rand)	Bid Price per unit (Rand)	Total Bid price for the year (Rand)
1.4	Accessories: Cost to Supply and delivery to the hospital					
1.4.1	Bio- hazardous tape	Each	20 000			
1.4.2	Cyto- toxic stickers	Each	300			
1.4.3	Anatomical stickers	Each	2 000			
1.4.4	Biological spill kit	Each	300			
1.4.5	Security Seals	Each	5000			
1.4.6	Cable ties	100	15 000			
1.4.7	Metal International Biohazardous signage(500mm x300mm)	Each	200			
1.5	Disposable Box sets (cost to supply and delivery to hospital)					
1.5.1	Size:25litre box set	Each	30 000			
1.5.2	Size: 50 litre box set	Each	100 000			
1.5.3	Size: 142 litre box set	Each	60 000			

Section 2: Collection, transportation, treatment and disposal of HCRW					
Item No	Item Description	Unit	Indicative Quantities in kg's p/a	Bid Price per kg (Rand)	Total Bid price for the year (Rand)
2.1	Cost per KG to collect treat and dispose of HCRW				
2.1.1	Cost per kg of (non-sharps) General infectious HCRW	p/kg	800 000		
2.1.2	Cost per kg of pathological HCRW	p/kg	250 000		
2.1.3	Cost per kg of Chemicals including cyto toxic waste I/Pharmaceutical HCRW	p/kg	40 000		
2.1.4	Cost per kg of sharps HCRW	p/kg	550 000		
Section 4: Cost for providing training					
4.1.1	Cost for training per employee		400		
	Section 5 - Total Bid Price for the 1st year (Rand)				
	Section 6 - Total Bid Price for the 2 nd year (Rand)				
	Section 7 - Total Bid Price for the 3 rd year (Rand)				
Section 7: Please Note:					
	(a) All prices to include vat.				
	(b) All HCRW to be weighed on site before collection and total weights to be confirmed by the hospital employee responsible for waste management before removal for disposal.				
	(c) Portable scale for weighing of HCRW to be supplied by the Contractor at Contractor's costs				

Part 5 – Schedule A
Government Procurement
General Conditions of Contract

Annexure A

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 (GCC) 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.

TABLE OF CLAUSES

1. Definitions
2. Application
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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15. Warranty
16. Payment
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23. Termination for default
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27. Settlement of disputes
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33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 sub Service Providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

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

- general conditions, the special conditions shall apply.
- 3. General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of Contract documents and information; inspection.** 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance Security** 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Service Provider 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 and 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 Sub Service Provider(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.

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

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

28.1 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) / 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.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of Institution	State

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

- 2.2.1 If so, furnish particulars:

.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any

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

other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON

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

PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN
MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Part 5 – Schedule D
Qualifications and Experience

1. Details of the extent of the bidders activities and business, e.g. branches etc:

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period	Contact Person & Tel No.
-------------------------	--------	--------------------------

(Please provide contactable references)

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below :

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.
2.

Part 5 – Schedule E

Organisation type

PARTNERSHIP/CLOSED CORPORATION/COMPANY

(Delete which is not applicable)

The bidder comprises of the following partners/members/directors:

1. NAME : _____
ADDRESS : _____
ID NUMBER: _____
2. NAME : _____
ADDRESS : _____
ID NUMBER: _____
3. NAME : _____
ADDRESS : _____
ID NUMBER: _____
4. NAME : _____
ADDRESS : _____
ID NUMBER: _____
5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1.
2.

Part 5 – Schedule F

Organisational structure

- [illegible]

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1. _____
2. _____

Part 5 – Schedule G
Details of Supplier's Nearest Office

1. Physical address of supplier's office

2. Telephone No of office: _____

3. Time period for which such office has been used by supplier: _____

SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

**Part 5 – Schedule H
Financial Particulars**

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution in the form of a 3 months bank statement.** If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service: _____

Name of bidder: _____

Bid Number: _____

	<u>FINANCIAL POSITION OF BIDDER</u> I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided. In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

PART 5 SCHEDULE I

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 Preference point system shall be applicable; or
- b) The 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

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

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The _____ name _____ of _____ the _____ sub-contractor.....
- The _____ B-BBEE status level _____ of _____ the _____ sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of

contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:
ADDRESS
.....
.....

Annexure A

SPECIFICATION FOR CONTAINERS

Sharps Containers

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

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

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

Range of Sharps Containers required:

1. The following generic types of Sharps Containers must, as a minimum, form part of the supply made available for ordering by the Facilities:
 - (a) 1 litre sharps container;
 - (b) 5 litre sharps container;
 - (c) 10 litre sharps container;
 - (d) 25 litre sharps container
 - (e) Trocar sharp container

Material to be used in manufacturing of Sharps Containers:

1. Sharps Containers must be manufactured from polypropylene (PP) or alternatively polyethylene (PE);
2. Sharps Container must be manufactured in accordance with SANS 452
3. Constructed from a material and in a manner that safely retains the sharps and any residual liquids from syringes (e.g. high density polypropylene)
4. Ink colours and dies must be free of heavy metals;
5. Sharps Container Brackets for wall or nursing trolley mounting of containers are to be manufactured from stainless steel respectively as indicated in Schedule of Quantities;
6. No coating is required for stainless steel Brackets.

Sharps Container design requirements:

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

10. Sharps Containers shall allow for easy and safe assembling (e.g. fitting the lid part onto the container part of the Sharps Containers);
11. Sharps Container shall ensure that the lid and opening closure cannot be released after installation and sealing respectively;
12. 10L and 25L Sharps Containers shall be equipped with a foldaway handle for safe handling and transport of containers;
13. The mechanical stability of the empty as well as full Sharps Containers, when standing and whilst being moved or transported, shall be ensured for all Sharps Containers.
14. Sharps Containers shall be designed to reduce the risk of spillage of contents in the event of tipping or dropping of Sharps Containers, preferable by an automatic obstruction of the aperture when not in the upright position.

Sharp container markings:

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

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

Specibin Containers

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

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

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

Range of Specibin Containers required:

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

- (a) 5 litre Specibin Container
- (b) 10 litre Specibin Container;
- (c) 20 litre Specibin Container

Material to be used in manufacturing of Specibin Containers:

1. Specibin Containers must be manufactured from high-density polyethylene (HDPE), thus being able to withstand temperatures as low as -5°C for cold storage of pathological waste;
2. The material shall be puncture resistant in accordance with the SANS 452
3. Printing colours and dies must be free of heavy metals;

Specibin Container design requirements:

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

Specibin Container markings:

1. A label shall be located on the Specibin Containers as to be clearly visible when stacked with other packaging. Optimum filling line must be provided on the container to prevent over filling or gross under filling;
2. Specibin Containers shall include suitable warning signage, the international biohazards symbol as detailed in SANS 10 229, together with the text "**Bio hazardous Waste for Destruction**" or similar text in clear readable letters;
3. Lettering on the label shall contrast with the background of the label, be of one size, style and layout that will result in the marking that is clearly readable;
4. The background of the label shall be of the colour that contrasts with the surface area immediately surrounding the label;
5. All text shall as a minimum be in the English language and preferably in one or more of the other official South African languages;
6. The service provider shall have a sticker type label (Permanent), reflecting the service providers name on the container.
7. The sizes of hazard labeling shall be as specified in SABS 10248:

Net volume of containers (litre)	Minimum Label Size (mm)
≥0,5	15 x 15

> 0,5 but ≤ 5	20 x 20
> 5 but ≤ 20	30 x 30
> 20	100 x 100

Container Type.	Sharps Container.	Sharps Container.	Sharps Container.	Sharps Container.	Specbin	Specbin
Capacity (litre)	1	5	10	25	5 & 10	25
Material allowed for container	Polypropylene or polyethylene	Polypropylene or polyethylene	Polypropylene or polyethylene	Polypropylene or polyethylene	High density polyethylene	High density polyethylene
Handle required.	-	-	Yes	Yes	Yes	Yes
Allowable material for handle.	-	-	Polypropylene or polyethylene	Polypropylene or polyethylene	High density polyethylene	High density polyethylene
Container colour.	Yellow	Yellow	Yellow	Yellow	Red	Red
Constituents <u>not</u> allowed in dye.	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals
Printing Colour.	Red/ Black on Yellow background	Red/ Black on Yellow background	Red/ Black on Yellow background	Red/ Black on Yellow background	Black on Red background	Black on Red background
Constituents <u>not</u> allowed in ink / paint.	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals

PHARMACEUTICAL WASTE CONTAINER

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

Range of Pharmaceutical waste containers required:

1. The following generic type of Pharmaceutical waste Containers must, as a minimum form part of the supply made available for ordering by the Facilities:
 - 1.1 5 litre Pharmaceutical waste container
 - 1.2 10 litre Pharmaceutical waste container
 - 1.3 20 litre Pharmaceutical waste container

Material to be used in manufacturing of Pharmaceutical waste Containers

1. Pharmaceutical waste must be manufactured from polypropylene (PP) or alternatively polyethylene (PE);
2. The material shall be puncture resistant as per the SABS Code 10248 Pharmaceutical waste Container requirements;
3. Ink colours and dies must be free of heavy metals;

Pharmaceutical Waste Container design requirements:

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

Liners

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

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

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

Range of liners required:

1. HCRW Liners Red:
 - a) 30-litres @ 60 micron thickness;
 - b) 90-litres @ 100 micron thickness.
 - c) Placenta bag (300 x 300)mm @ 30 micron

Material to be used in manufacturing of liners:

1. Liners are to be made from impermeable, leak proof material and shall be compatible with the envisaged treatment of waste.
2. Liners shall be closed by means of non-PVC plastics ties,. Plastic bags shall not be closed by means of stapling
3. Dyes must be free of heavy metals;

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

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

Plastic liner design requirements:

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

Plastic liner markings:

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

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

Annexure B

EASTERN CAPE	
HOSPITALS	90
CENTRAL REGION	
District	Facility
Joe Gqabi DM	Maclear Hospital

	Taylor Bequest Hospital (Elundini)
	Aliwal North Hospital
	Burgersdorp Hospital
	Jamestown Hospital
	St Francis Hospital Steynsburg Hospital
	Cloete Joubert (Barkly East) Hospital Empilisweni Hospital Lady Grey Hospital
	Umlamli Hospital
Amathole DM	Cathcart Hospital SS Gida Hospital Stutterheim Hospital
	Komga Hospital Nompumelelo Hospital Madwaleni Hospital Butterworth Hospital Tafalofefe Hospital Adelaide Hospital Bedford Hospital Fort Beaufort Hospital Victoria Hospital Winterberg Hospital Tower Hospital
Buffalo City	Frere Hospital
	Cecilia Makhiwane Hospital New Haven Hospital Bisho Hospital
	Grey Hospital Nkqubela Hospital
Chris Hani DM	Dordrecht Hospital Glen Grey Hospital Indwe Hospital
	Cofimvaba Hospital
	Cradock Hospital
	Martje Venter (Tarkastad) Hospital Wilhelm Stahl (Middelburg) Hospital
	Hewu Hospital Molteno Hospital Sterkstroom Hospital] Komani Hospital Frontier Hospital

	All Saints Hospital Mjanyana Hospital
	Cala Hospital Elliot Hospital
WESTERN DISTRICT	
District	Facility
Sarah Baartman DM	Aberdeen Hospital Andries Vosloo Hospital Midland Hospital SAWAS Memorial (Jansenville) Hospital Willowmore Hospital
	BJ Vorster (Kareedouw) Hospital Fort England Hospital Sundays Valley (Kirkwood) Hospital
	Marjorie Parrish TB Hospital
	Temba TB Hospital
	Margery Parkes TB
	Midland Hospital
	Humansdorp Hospital
	PZ Meyer Hospital
	Port Alfred Hospital
District	Facility
N Mandela MM	Uitenhage Hospital
	Dora Nginza Hospital
	Livingstone Hospital
	Port Elizabeth Provincial Hospital
	Elizabeth Donkin Hospital
	Jose Pearson TB Hospital
	Orsmond TB Hospital
	Empilweni TB Hospital
EASTERN REGION	
District	Facility
OR Tambo DM	Zitulele Hospital BedFord Othorpeadic Mthatha Regional Hospital Nelson Mandela Academic Hospital
	Nessie Knight Hospital St Lucy's Hospital Dr Malizo Mpehle Hospital

	Bambisana Hospital Canzibe Hospital Isilimela Hospital St Barnabas Hospital
	Holy Cross Hospital St Elizabeth Hospital
Alfred Nzo DM	Taylor Bequest Hospital (Matatiele) Khotsong Hospital
	Madzikane kaZulu Memorial Hospital
	Mount Ayliff Hospital
	Greenville
	Sipetu
	St Patricks

CLINICS	District	Sub-District	Facility
	A Nzo DM	Maluti SD	Afsondering Clinic Elukholweni Clinic Isilindini Clinic Likhethlane Clinic Magadla Clinic Matatiele Municipality Clinic Mount Hargreaves Clinic Mvenyane Clinic Mzongwana Clinic Ntloa Clinic

		Nyaniso Clinic
		Paballong Clinic
		Queen's Mercy Clinic
		Rolweni Clinic
		Shepherds Hope Clinic
		Thabachicha Clinic
		Umtumase Clinic
	Umzimvubu SD	Cancele Clinic
		Dundee Clinic
		Lubaleko Clinic
		Lugangeni Clinic
		Luyengweni Clinic
		Machibini Clinic (Kwabhaca)
		Mapheleni Clinic
		Mhlotsheni Clinic
		Mkemanie Clinic
		Mntwana Clinic
		Mount Ayliff PHC Clinic
		Mount Frere PHC Clinic
		Mpoza Clinic (Mount Frere)
		Mwaca Clinic
		Ntlabeni Clinic
		Ntsizwa Clinic
		Qwidlana Clinic
		Rode Clinic
		Tela Clinic
		Tshungwana Clinic
		Sebeni Clinic
		Amadiba Clinic
		Amandengane Clinic
		Amantshangase Clinic
		Baleni Clinic
		Daliwonga Clinic
		Dungu Clinic
		Greenville Clinic
		Hlamandana Clinic
		Imizizi Clinic
		Isikelo Clinic
		Khanyayo Clinic
		Makhwantini Clinic
Amathole DM	Amahlati SD	Amabele Clinic
		Bolo Clinic
		Burnshill Clinic
		Cata Clinic
		Cathcart Clinic
		Cumakala 1 Clinic
		Cumakala 2 Clinic
		Daliwe Clinic

		Dohne Clinic
		Donnington Clinic
		Ethembeni Clinic
		Frankfort Clinic
		Gxulu Clinic
		Kati-Kati Clinic
		Kubusi Clinic
		Lenye Clinic
		Lower Zingcuka Clinic
		Masinedane Clinic
		Mgwali Clinic
		Mxalanga Clinic
		Ntaba ka Ndoda Clinic
		Philani Clinic (KWT)
		Rabula Clinic
		SS Gida Gateway Clinic
		St Matthew's Clinic
		Stutterheim Clinic
		Qeto clinic
		Tyutyu Village Clinic
		Wartburg Clinic
	Mbhashe SD	Badi Clinic
		Bolotwa Clinic (Idutywa)
		Bomvana Clinic
		Fort Malan Clinic
		Gwadana Clinic
		Gwadu Clinic
		Idutywa Nqabara Clinic
		Idutywa Village Clinic
		Jingqi Clinic
		Kwa-Mkholoza Clinic
		Lota Clinic
		Mahasana Clinic
		Melitafa Clinic
		Mpozolo Clinic
		Mqhele Clinic
		Msendo Clinic
		Nkanya Clinic
		Nqabara Clinic
		Nqabeni Clinic
		Nqadu Clinic (Mbhashe)
		Nyhwara Clinic
		Soga Clinic
		Sundwana Clinic
		Taleni Clinic
		Vukukhanye Gateway Clinic
	Mnquma SD	Butterworth Gateway Clinic
		Dr CL Bikitsha Clinic
		Gcaleka Clinic
		Gqunqe Clinic

Grainvalley Clinic
Hebe-Hebe Clinic
Highview Clinic
Ibika Clinic
Kotana Clinic
Macibe Clinic
Mnyibashe Clinic
Mqambeli Clinic
Ncizele Clinic
Ndabakazi Clinic
Nggusi Clinic
Nozuko Clinic
Nqancule Clinic
Ntseshe Clinic
Qina Clinic
Qolora-By-Sea Clinic
Springs Clinic
Tafalofefe Gateway Clinic
Tanga Clinic
Tutura Clinic
Tyali Clinic
Zazulwana Clinic
Nkonkobe SD
Adelaide Gateway Clinic
Amathole Basin Clinic
Assina Mandla Clinic
Balfour Clinic
Bedford Clinic
Bezuidenhoutville Clinic
CC Lloyd Clinic
Debe Nek Clinic
Fort Beaufort Gateway Clinic
Gilton Clinic
Gxwederha Clinic
Healdtown Clinic
Hillside Clinic (Nkonkobe)
Kolomana Clinic
Lower Regu Clinic
Lulama Kama Clinic
Melani Clinic
Mgwalana Clinic
Msobomvu Clinic
Mzamomhle Clinic (Bedford)
Newtown Clinic
Njwaxa Clinic
Nomakhwezi Makhenyane Clinic
Perksdale Clinic
Qibira Clinic
Rwarwa Clinic
Seymour Clinic
Sheshegu Clinic
Thozamile Madakana Clinic
Upper Ncera Clinic

		Victoria Gateway Clinic War Memorial Clinic Washington Clinic Zigodlo Clinic Zihlahleni Clinic
	Buffalo City Metro	Alphendale Clinic Amahleke Clinic Aspiranza Clinic Beacon Bay Clinic Berlin Clinic Bisho Gateway Clinic Braelyn Clinic Braelyn Extension Clinic Breidbach Clinic Bulembu Clinic Cambridge Clinic Central Clinic (East London) Chris Hani Clinic Dimbaza Clinic Drake Road Clinic Fezeka NU 3 Clinic Fort Grey Clinic Frere Gateway Clinic Ginsberg Clinic Gompo A Ndende Clinic Gompo B Jwayi Clinic Gompo C Jabavu Clinic Gonubie Clinic Greenfields Clinic Ilita Clinic Imidange Clinic Jafta Clinic John Dube Clinic Kwelera Clinic Luyolo NU 9 Clinic Masakhane Clinic (Zwelitsha) Masele Clinic Mdingi Clinic Mncotsho Clinic Moore Street Clinic Mount Coke Clinic Mpongo Clinic Ncera Clinic Ndevana Clinic Needs Camp Clinic Newlands Clinic Nobuhle NU 8 Clinic Nonkcampa Clinic NU 12 Clinic NU 13 Clinic NU 16 Clinic

[illegible]

Chris Hani

Enoch Mgijima

NU 17 Clinic
Openshaw Clinic
Pakamisa Clinic
Peelton Clinic
Pefferville Clinic
Petros Jobane Clinic
Philani NU 1 Clinic
Pirie Clinic
Potsdam Clinic
Qurhu Clinic
Shornville Clinic
St Thomas Clinic
Sweetwaters Clinic
Tamara Clinic
Tembisa NU 7 Clinic
Tshabo Clinic
Tshatshu Clinic
Twecu Clinic
Tyutyu Clinic
Welcomewood Clinic
Zanempilo Clinic (East London)
Zanempilo Clinic (Zwelitsha)
Zikhova Clinic
Zingisa NU 5 Clinic
Zwelitsha Zone 5 Clinic
Gwatyu Clinic
Hackney Clinic
Haytor Clinic
Hukuwa Clinic
Ilinge Clinic
Kamastone Clinic
KB Siswana Clinic
Lahlangubo Clinic (Queenstown)
Lesseyton Clinic
Lizo Ngcana Clinic
Machibini Clinic (Queenstown)
Masakhe Clinic
Molteno Clinic
Nceduluntu Clinic
New Rest Clinic
Nomonde Clinic
Nomzamo Clinic
Oxton Clinic
Parkvale Clinic
Philani Clinic (Queenstown)
Pricesdale Clinic
Shiloh Clinic
Sterkstroom Clinic
Tsitsikamma Clinic
Whittlesea Clinic
Yonda Clinic
Zingguthu Clinic

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	Zweledinga Clinic
Emalahleni SD	Bengu Clinic
	Boomplaas Clinic
	Dordrecht Clinic
	Guba Clinic
	Hlala Uphilile Clinic
	Lanti Clinic
	All Saints Gateway Clinic
	Maqashu Clinic
	Mhlanga Clinic
	Mkapusi Clinic
	Mount Arthur Clinic
	Ndonga Clinic
	Nompumelelo Clinic
	Philani Gateway Clinic
	Qoqodala Clinic
	Queen Nonesi Clinic
	Rodana Clinic
	Rwantsana Clinic
	Swartwater Clinic
	Tsembeyi Clinic
	Vaalbank Clinic
	Xonxa Clinic
Intsika Yethu SD	Banzi Clinic
	Bilatye Clinic
	Bele Clinic
	Bengu Clinic
	Bolotwa Clinic (Confimvaba)
	Cwecweni Clinic
	Gqogqora Clinic
	Isikhoba Clinic
	Keti Clinic
	Khuze Clinic
	Kuyasa Clinic
	Lower Mncuncuzo Clinic
	Lower Seplan Clinic
	Lubisi Clinic
	Luthuli Clinic
	Magwala Clinic
	Mahlubini Clinic
	Mawusheni Clinic
	Mbulukweza Clinic
	Mcambalala Clinic
	Mtingwevu Clinic
	Ncora Clinic
	Ngceza Clinic
	Ngxabangu Clinic
	Nququ Clinic
	Ntshingeni Clinic
	Nthsitho Clinic
	Plumstead Clinic
	Qamata Clinic

Sarah Baartman	Inxuba Yethemba SD	Qitsi Clinic
		Qombolo Clinic
		Qumanco J Tribal Clinic
		Qwiliqwili Clinic
		Sabalele Clinic
		St Mark's Clinic
		Tsakana Clinic
		Tsomo Village Clinic
		Upper Mncuncuzo Clinic
		Bacclesfarm Clinic
		Baroda Clinic
		Eluxolweni Clinic
		Fishriver Clinic
		High Street Clinic
		Hofmeyr Clinic
		Kleinbulhoek Clinic
		Kwanonzame New Clinic
		Kwanonzame Old Clinic
	Camdeboo SD	Lingelihle Clinic
		Michausdal Clinic
		Middelburg Clinic
		Midros Clinic
		Mitford Clinic
		Philani Clinic (Cradock)
		Rocklands Clinic
		Springrove Clinic
		Tarkastad Clinic
		Thornhill CHC
		Tentergate Clinic
		Zola Clinic
		Aeroville Clinic
		Baviaans Clinic
		Beatrice Ngwentle Clinic
		Bhongweni Clinic
		Brug Straat Clinic (Jansenville)
		Graaff-Reinet Day Hospital
		Gracey Clinic
		Horseshoe Clinic
		Kroonvale Clinic
		Kwazamukucinga Clinic
		Masakhane Clinic (Aberdeen)
		Nieu-Bethesda Clinic
		Rietbron Clinic
		Umasizakhe Clinic
		Union Street Clinic
		Vera Barford Clinic
		Willowmore Clinic
		Wongalethu Clinic
		Clarkson Satellite Clinic
		Humansdorp Clinic
		Imizamo Yetho Clinic

Kareedouw Clinic
Kirkwood Clinic
Krakeel Clinic
Kruisfontein Clinic
Kwazenzele Clinic
Loerie Clinic
Louterwater Clinic
Lukhanyiso Clinic
Masakhane Clinic (Hankey)
Misgund Clinic
Moses Mabida Clinic
Pellsrus Clinic
Sanddrif Clinic
St Francis Bay Clinic
Thornhill Clinic
Twee Riviere Clinic

Kouga SD

Bergsig Clinic
Clarkson Satellite Clinic
Humansdorp Clinic
Imizamo Yetho Clinic
Kareedouw Clinic
Kirkwood Clinic
Krakeel Clinic
Kruisfontein Clinic
Kwazenzele Clinic
Loerie Clinic
Louterwater Clinic
Lukhanyiso Clinic
Masakhane Clinic (Hankey)
Misgund Clinic
Moses Mabida Clinic
Pellsrus Clinic
Sanddrif Clinic
St Francis Bay Clinic
Thornhill Clinic
Twee Riviere Clinic

Makana SD

Alexandria Clinic
Anglo African Street Clinic
Joza Clinic
Kenton-On-Sea Clinic
Kwa-Nonqubela Clinic
Kwa-Nonzwakazi Clinic
Middle Terrace Clinic
Marselle Clinic
NG Dlukulu Clinic
Nkwenkwezi Clinic
Nolukhanyo Clinic
Port Alfred Clinic
Pal 1 Clinic
Pal 2 Clinic
Raglan Road Clinic
Riebeeck East Clinic

		Station Hill Clinic
		Tantyi Clinic
N Mandela MM	N Mandela A SD	Kwamagxaki Clinic
		Kwazakhele Clinic
		Lunga Kobese Clinic
		Max Madlingozi Clinic
		Motherwell NU 11 Clinic
		Motherwell NU 2 Clinic
		Motherwell NU 8 Clinic
		New Brighton Clinic
		Soweto Clinic
		Thanduxolo Clinic
		Tshangana Clinic
		Veeplaas Clinic
		Wells Estate Clinic
		Zwide Clinic
		Ikamvelihle Clinic
	N Mandela B SD	Du Preez Street Clinic
		Edamini Clinic
		Gustav Lamour Clinic
		Isolomzi Clinic
		Kruisrivier Clinic
		Lukhanyo Clinic
		Mabandla Clinic
		Masakhane Clinic (N Mandela Metro)
		Middle Street Clinic
		Nomangesi Jayiya Clinic
		Park Centre Clinic
		Silvertown Clinic
		Joe Slovo Clinic
		Rosedale Clinic
		Ekuphumleni Clinic
	N Mandela C SD	Algoa Park Clinic
		Central Clinic (Port Elizabeth)
		Chatty Clinic
		Empilweni Clinic
		Gelvandale Clinic
		Govan Mbeki Clinic
		Harrower Road Clinic
		Helenvale Clinic
		Kwadwesi Clinic
		Linton Grange Clinic
		Missionvale Clinic
		Schauderville Clinic
		Walmer 14th Avenue Clinic
		Walmer 8th Avenue Clinic
		Booyesen Park Clinic

O Tambo DM	King Sabata Dalindyebo SD	Civic Centre Clinic (Mthatha)
		Efata Clinic
		Hlabatshane Clinic
		Jalamba Clinic
		Kambi Clinic
		Lutubeni Clinic
		Mahlungulu Clinic (KSD)
		Mapuzi Clinic
		Maxwele Clinic
		Mpeko Clinic
		Mpindweni Clinic
		Mpunzana Clinic
		Mqhekezweni Clinic
		Mthatha Gateway Clinic
		Ncambele Clinic
		Ndibela Clinic
		Ngcengane Clinic
		Ngqungqu Clinic
		Ngwenya Clinic
		Nqwathi Clinic
		Ntlangaza Clinic
		Ntshabeni Clinic
		Ntshele Clinic
		Nzulwini Clinic
		Phakamile Clinic
		Qokolweni Clinic
		Qunu Clinic
		Sangoni Clinic
		Sitebe Clinic
		SOS Clinic
		Stanford Terrace Clinic
		Tabase Clinic
		Tshezi Clinic
		Tyelebana Clinic
		Upper Xongora Clinic
		Wilo Clinic
		Xhwili Clinic
		Zidindi Clinic
		Zitatele Clinic
		Zitulele Gateway Clinic
		Zwelichumile Clinic
	Mhlontlo SD	Caba Clinic
		Ezingcuka Clinic
		Gura Clinic
		Kalankomo Clinic
		Langeni Clinic
		Lotana Clinic
		Lower Gungululu Clinic
		Mahlungulu Clinic (Mhlontlo)
		Mbokotwana Clinic
		Mdyobe Clinic
		Mhlahlane Clinic

Mjika Clinic
Nessie Knight Clinic
Ngwemnyama Clinic
Nqadu Clinic (Qumbu)
Nxotwe Clinic (Qumbu)
Qanqu Clinic
Shawbury Clinic
Sidwadweni Clinic
St Lucy's Clinic
Tina Falls Clinic
Tsilitwa Clinic
Tsolo Clinic

Nyandeni SD

Bambisana PHC Clinic
Bomvini Clinic
Buchele Clinic
Buntingville Clinic
Caguba Clinic
Canzibe Gateway Clinic
Cwele Clinic
Double Falls Clinic
Isilimela Gateway Clinic
Kohlo Clinic
Libode Clinic
Ludalasi Clinic
Lujizweni Clinic
Lutshaya Clinic
Lwandile Clinic
Majola Clinic
Makhotyana Clinic
Malusi Clinic
Mampondomiseni Clinic
Mangcwanguleni Clinic
Mantusini Clinic
Mbalisweni Clinic
Mevana Clinic
Mgwenyane Clinic
Mtambalala Clinic
Mzintlava Clinic
Ndanya Clinic
Ngcolora Clinic
Ngcoya Clinic
Nkanga Clinic
Nkanunu Clinic
Nkumandeni Clinic
Nolita Clinic
Nontsikelelo Biko Clinic
Nqanda A Clinic
Ntafufu Clinic
Ntapane Clinic
Ntibane Clinic
Nyandeni Clinic
Old Bunting Clinic

		Qaukeni SD	Pilani Clinic
			Qandu Clinic
			St Barnabas Gateway Clinic
			Bala Clinic
			Bodweni Clinic
			Flagstaff Clinic
			Goso Forest Clinic
			Holy Cross PHC Clinic
			Khanyayo (Holy Cross) Clinic
			Lusikisiki Village Clinic (Qaukeni)
			Magwa Clinic
			Malangeni Clinic
			Malongwana Clinic
			Manggamzeni Clinic
			Mantlaneni Clinic
			Matubeni Clinic
			Meje Clinic
			Mfundambini Clinic
			Mfundisweni Clinic
			Mkambathi Clinic
			Mnceba Clinic
			Mpetsheni Clinic
			Mpoza Clinic (Lusikisiki)
			Ndawenzima Clinic
			Ndela Clinic
			Nkozi Clinic
			Ntlenzi Clinic
			Ntshentshe Clinic
			Palmerton Clinic
			Qaqa Clinic
			Qasa Clinic
			Qaukeni Clinic
			Qobo Clinic
			Sigidi Clinic
			Sipetu PHC Clinic
			St Elizabeth's PHC Clinic
			St Patrick's PHC Clinic
			Tsawana Clinic
			Xopozo Clinic
			Xurana Clinic
			Zulu Clinic
Joe Gqabi DM	Elundini SD		Empilisweni Clinic
			Hlangalane Clinic
			Hlankomo Clinic
			Katkop Clinic
			Lower Tsitsana Clinic
			Maclear Clinic
			Mangoloaneng Clinic
			Mqokolweni Clinic
			Ncembu Clinic

			Ngxaza Clinic	
			Queen Noti Clinic	
			Seqhobong Clinic	
			Sonwabile Clinic	
			St Augustine's Clinic	
			Taylor Bequest PHC Clinic (Elundini)	
			Ugie Clinic	
			Ulundi Clinic	
			Umnga Flats Clinic	
		Walter Sisulu SD	Aliwal North Block H Clinic	
			Burgersdorp Clinic	
			Eureka Clinic	
			Hilton Clinic	
			Jamestown Clinic	
			Khayamnandi Clinic	
			Maletswai Clinic	
			Mzamomhle Clinic (Albert)	
			Poly Clinic	
			Venterstad Clinic	
		Senqu SD	Bensonvale Clinic	
			Bluegums Clinic	
			Empilisweni Gateway Clinic	
			Esilindini Clinic	
			Herschel Clinic	
			Hillside Clinic (Senqu)	
			Hlomendlini Clinic	
			Masibulele Clinic	
			Musong Clinic	
			Ndofela Clinic	
			Palmietfontein Clinic	
			Pelandaba Clinic	
			Robert Mjobo Clinic	
			Sonwabo Zandile Clinic	
			St Michael's Clinic	
			Sunduza Clinic	
			Umlamli Gateway Clinic	
			Wittebergen Clinic	
Community Health Centre		A Nzo DM	Maluti SD	Maluti CHC
				Ntabankulu CHC
	Buffalo City MM	Buffalo City SD		Duncan Village CHC
				Empilweni CHC
				Komga CHC
	Amathole DM	Mnquma SD	Nqamakwe CHC	
		Nkonkobe SD	Middledrift CHC	
C Hani DM	Emalahleni SD	Ngonyama CHC		

	Sarah Baartman DM	Inxuba Yethemba SD	Thornhill CHC
		Enoch Mgijima SD	Sada CHC
		Kouga SD	Joubertina CHC
		Makana SD	Settlers Day Hospital
	N Mandela MM	N Mandela A SD	Kwazakhele CHC
			Motherwell CHC
			Motherwell CHC Psychiatric Health services
		N Mandela B SD	Laetitia Bam CHC
			Rosedale CHC
		N Mandela C SD	Central CHC (Sandford)
			Korsten CHC
			West End CHC
	O Tambo DM	King Sabata Dalindyebo SD	Baziya CHC
			Mbekweni CHC
			Mqanduli CHC
			Ngangelizwe CHC
			Ngcwanguba CHC
		Mhlontlo SD	Mhlakulo CHC
			Qumbu CHC
		Nyandeni SD	Maqanyeni CHC
			Port St Johns CHC
			Tombo CHC

EMS DELIVERY STATIONS

1. Mt Ayliff Base – Mt Ayliff – Alfred Nzo District
2. Mthatha Base – Mthatha General Hospital
3. PE Metro Administration – 54 Cape Road Central, PE
4. East London Metro - Western Avenue Vincent East London
5. Queenstown Metro – Komani Hospital Premises
6. King William's Town -
7. Mdantsane
8. Grahamstown
9. Kirkwood
10. Kouga

EASTERN CAPE FORENSIC LABORATORIES

A	C	D	E	F	G
	Description	Free Standing Mortuaries - Separate site (Mortuary standing on its own)	Free Standing + Police Station- on the same site	Free Standing surrounded by SAPS building	Region
1.	Joubertina (Holding)		X		PE
2.	Aliwal North (M3)	Hospital			Queenstown
3.	Moltino (Holding)	Hospital			Queenstown
4.	Kirkwood (Holding)			X	PE
5.	Port Alfred (Holding)	Hospital			PE
6.	Adelaide (Holding)			X	PE
7.	Barkly East (Holding)			X	Queenstown
8.	Middelburg (Holding)			X	Queenstown
9.	Bhisho (Holding)	Hospital			EL
10.	Mthatha (M6)	Hospital			Mthatha
11.	Mount Frere (M3)	Hospital			Mthatha
12.	Graaff-Reinet (M1)	Hospital			PE
13.	Grahamstown (M2)			X	PE
14.	Gelvandale (M3)		X	X	PE
15.	Mount Road (M3)			X	PE
16.	Mdantsane (M3)		X		EL
17.	New Brighton (M4)			X	PE
18.	Queenstown (M3)	Hospital			Queenstown
19.	E.L. (M5) (Woodbrook)		X		EL
20.	Butterworth	Hospital			EL
21.	Thafalofefe	Hospital			EL
22.	Dutywa	Hospital			EL
23.	Lusikisiki (M3)	Hospital			Mthatha
24.	Port St Johns (M1)			X	Mthatha
25.	Bizana (Holding)	Hospital			Mthatha
26.	Mt Fletcher (Holding)	Hospital			Mthatha
28.	Uitenhage (Holding)	Hospital			PE