

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF HEALTH

BID NUMBER: HEAL/038/23/MP

**APPOINTMENT OF THE SERVICE
PROVIDER(S) FOR THE PROVISION OF
HEALTH CARE WASTE MANAGEMENT
FOR MPUMALANGA DEPARTMENT OF
HEALTH FOR A PERIOD OF THREE (03)
YEARS**

ISSUED BY:

Department of Health
Private Bag X11285
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH					
BID NUMBER:	HEAL/038/23/MP	CLOSING DATE: 24 July 2023	CLOSING TIME:	12h00	
DESCRIPTION	APPOINTMENT OF THE SERVICE PROVIDER(S) FOR THE PROVISION OF HEALTH CARE WASTE MANAGEMENT FOR MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms N.R Khoza		CONTACT PERSON	Mr Z Zikalala	
TELEPHONE NUMBER	013 766 3366		TELEPHONE NUMBER	013 766 3107	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	nomusak@mpuhealth.gov.za		E-MAIL ADDRESS	ZitheloZ@mpuhealth.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 ☐ Yes ☐ No		[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:



APPOINTMENT OF THE SERVICE PROVIDER (S) FOR THE PROVISION OF HEALTH CARE WASTE MANAGEMENT FOR MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS.

1. INTRODUCTION

The Mpumalanga Department of Health is a generator of health care risk waste and is responsible for the treatment and final disposal thereof. Presently there is no health care risk waste treatment facility within Mpumalanga Province therefore, all the waste must be transported to other provinces for treatment and final disposal.

All tenders shall comply with this Waste Specification.

This Tender Specification shall apply to the contract for the complete province, or each of the 3 respective districts of Mpumalanga Department of Health.

2. LEGISLATIVE AND POLICY FRAMEWORK

Constitution of the Republic of South Africa, 1996 (Act No.108 of 1996)
National Environmental Management Act, 1998 (Act No.107 of 1998)
National Environmental Management Waste Act, 2008 (Act No.59 of 2008)
National Environment Management Air Quality Act, 2004 (Act No. 39 of 2004)
National Road Traffic Act, 1996 (Act No.93 of 1996)
Pharmacy Act, 1974 (Act No. 53 of 1974)
Medicine and Related Substances Control Act, 1965 (Act No 101 of 1965)
Human Tissue Act, 1996 (Act of 1996)
Occupational Health and Safety Act, 1993 (Act No 85 of 1993)
National Waste Management Strategy 2001.
National Environmental Health Norms and Standards Dec 2015.
Regulations on Hazardous Biological Agents R.1390 of Dec 2001
Mpumalanga Health Care Waste Policy 2015

3. OTHER SOPS RELATING TO SAFE HCW MANAGEMENT AND TRANSPORTATION OF DANGEROUS GOODS, WHICH INCLUDE:

SANS 10248:	Management of healthcare waste;
SANS 452:	Non-reusable and reusable sharp containers;
SANS 102321:	Transportation of dangerous goods-design, construction; testing, approval and maintenance of road vehicles and portable tanks;
SANS 10228:	Identification and classification of dangerous goods for transport;
SANS 10229:	Transport of dangerous goods-packaging and large packaging for road and rail transport Part 1: Packaging and Part 2: Large packaging;
SANS 0232:	Transportation of dangerous goods- emergency information systems;
SOP:	to manage incidents and spillages;
SOP:	operating procedure for needle pricks injuries;
SOP:	on hand washing (in addition posters to be available at wards/ consulting room`s hand wash basins);
SOP:	operating procedure on decontamination;
SOP:	on Safe handling of Mercury Spillage; and
SOP:	for disposal of expired pharmaceutical stock.

4 GENERAL

This Tender Specification contains the Department's requirements for the Services and the Service Provider shall, always throughout the Contract Period, perform and complete each of the Services in such manner and at such times as shall comply with and satisfies the requirements of this Tender Specification and its Annexures.

5 LIST OF ACRONYMS AND DEFINITIONS

CL	Clinic (in the List of Facilities)
CHC	Community Health Centre
CEO	Chief Executive Officer
DEA	Department of Environment Affairs
DPWR & T	Department of Public Works, Roads and Transport
DWS	Department of Water and Sanitation
DoH	Department of Health
HCF	Health Care Facility
HCW	Health Care Waste
HCGW	Health Care General Waste
HCRW	Health Care Risk Waste
HC-WIS	Health Care Waste Information System
NEMA	National Environmental Management Act
MMC	Medical Male Circumcision
NEMWA	National Environmental Management Waste Act
OHSA	Occupational Health and Safety
PPE	Personal Protective Equipment
RSA	Republic of South Africa
SA	South Africa
SABS	South African Bureau of Standards, trading as SANS
SANS	South African National Standards
WHO	World Health Organization
WIS	Waste Information System

Definitions presented in this document the context otherwise requires or admits, the following words and/or expressions shall have the meanings respectively as prescribed to them below.

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

Anatomical (pathological) waste	Waste that contains tissues, organs, body parts, fetuses, blood, and body fluids, including teeth, hair and nails.
Chemical Waste	Means expired pharmaceuticals, cytotoxic waste and other chemical waste generated at the facilities. Chemical waste includes liquids and solids and can include flammable substances.
Clinic	Means a Facility designated by “CL” in the List of Facilities.
Community Health Centre	Means a Facility designated as such by “CHC” in the List of Facilities.
Collection Schedule	Means the Service provider’s schedule for collecting HCRW from the facilities. The schedule shall specify days of the week and approximate times that HCRW will be collected from each facility.
Disposable Container	Disposable Containers shall include the following: Sharps Containers, including containers for long sharps; Specican Containers for Pathological Waste; Specican Containers for Chemical Waste; Red liners for General Infectious Waste, including sealing mechanisms for liners; and Clear liners for General Waste [option].
Department	Means project manager as the Department may appoint as the Department’s Representative at provincial level and in each district for the purposes of this Contract and notify the Service Provider in writing.
Environment	Environment is defined as the natural environment, consisting of air, water, land and all forms of life, the social, political, cultural, economic and working context and other factors that determine people’s place in and influence on the environment, and 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 Waste.eg condemned mattresses, soiled linen, florescent tube, mercury, Used/Expired/Obsolete MMC equipment, expired condoms, etc.

Facility	Means a provincial hospital, community health centre, clinic, mortuary, old age homes, 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 Waste Management System at individual Facilities within a particular District.
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.
Health care waste (HCW)	Waste that is generated from health care facilities that contains healthcare general waste and healthcare risk waste.
Health care general waste (HCGW)	The portion of waste that poses a minimum degree of risk to human health and the environment, i.e. from administrative and housekeeping activities, e. g. paper, pens, flowers, food packaging, plastic cool drink bottles, old mops, builder's rubble and garden waste.
Health care risk waste(HCRW)	Human and animal anatomical waste, infectious human and animal waste, sharps, chemical waste, pharmaceutical waste and radioactive waste generated by healthcare professionals, healthcare facilities and other non-healthcare professionals. NOTE Healthcare risk waste is a subcategory of hazardous waste.
Manifest System	A system for documenting and controlling the fate of Waste from "cradle-to-grave".
Medicine	Means any substance or mixture of substances used or purporting to be suitable for use or manufacture or sold for use in: the diagnosis, treatment, mitigation, modification or prevention of disease, abnormal physical or mental state or the symptoms thereof in humans; or restoring, correcting or modifying any somatic or physic or organic function in humans.
Necessary Consents	Means all consents, licenses, certificates, Authorizations, permissions, approvals and permits of any Competent Authority and/or Interested Party that are necessary for the lawful performance of the Services and/or any of the Service Provider's other obligations under this Contract.

Planned treatment plant Shutdown	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.
The Province	Means the Mpumalanga Province of the Republic of South Africa.
Reusable Container	Means a container manufactured in accordance to be used and re-used for collection of chemical waste at the Facilities and transport of Waste by the Contractor from the Facilities to the Treatment Plant.
Rollout	Means for each Facility the process of implementing the new Waste Management System.
Rollout Period	Means the period from the Commencement of Services Date to Rollout Completion Date.
Services	Means the services, duties and obligations to be fulfilled by the Service Provider in accordance with this Project Specification throughout the Services Period.
Service 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.
Specican 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.
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;
Unit Price	Means the mass price for all items delivered, collected, transported, treated and disposal of HCRW
Unplanned Outage	Means any breakdown, stoppage, interruption, outage or cessation of, in or affecting the operating capacity of the Treatment Plant which occurs other than as a consequence of a Planned Outage.

Waste	Waste shall, for the purpose of this Service Provider document to include: - Sharps - Vials/ampoules - General infectious waste - Anatomical/Pathological waste - Genotoxic/cytotoxic waste/ chemical - Pharmaceutical waste - Chemical waste - Infectious linen (as and when required) - Mattresses (as and when required) - Fluorescent Tubes - Used MMC equipment - Expired condoms
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6. SCOPE

6.1 THE SERVICES

The objective of providing the services covered in this Service Provider is to render waste removal services at all public health facilities and some listed old age homes in the Province for the safe treatment and disposal.

All processes and procedures required to be adopted, followed and /or implemented to ensure the safe and efficient removal of health care risk waste from the facilities shall, be performed and executed by the Service Provider in accordance with Good Operating and Engineering Practices, the Necessary Consents and the Statutory Requirements. The Service Provider shall in the process of rendering the Services, be liable for damage done to the Department's property.

The scope of supply for the Services shall for the duration of the Service Period, in general terms include the provision by the Service Provider of all plant, equipment (including maintenance thereof), personnel, activities, services, know-how and expertise necessary to safely and efficiently collect all Waste from the Waste Collection Points at all Facilities in the Province for treatment and final disposal.

The Department reserves a right to appoint a single or multiple service providers for this tender to mitigate against risk and diversify the sector.

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

- Collection, transportation, treatment and final disposal of health care risk waste from all public health institutions,
- Supply and distribution of all Disposable Containers required to safely collect and remove the Waste from specified Facilities in the Province;
- Supply and delivery of all Reusable Containers for expired/obsolete pharmaceutical;
- Supply, delivery and or installation of durable equipment (freezers, pre-approved by the Provincial representative)
- Monthly detailed reporting to the District's Representative;
- Convening and attending meetings and liaising with the Department's (Districts) Representative;

- Bi Monthly Project Meetings will be held between the District Representative and the service provider, and 6 monthly Meetings between the Department's and District Representatives, the Service Provider and other stakeholders; or as the need arises.
- Obtaining all Necessary Consents, generate monthly and incident reports and annual, throughout the Services Period.

6.2 THE FACILITIES

The Facilities to be serviced by the Service Provider under this Contract are identified health care facilities including old age homes. The Service Provider shall service all Facilities which are included in the List of Facilities. The List of Facilities will be provided. Should new public health institutions be commissioned, those facilities will be automatically included in the contract.

The Service Provider will throughout the Contract Period have exclusive right for the supply of all Disposable Containers, collection of containers and treatment of Waste generated by any of the Facilities.

Facility staff shall ensure that Chemical Waste is safely wrapped, bottled or otherwise contained, before placing it in the Specican Container or Reusable Container.

7. THE WASTE

Health Care Risk Waste (HCRW) is the hazardous component of Health Care Waste (HCW) generated in both large and small health care facilities. The waste stream for this contract is Health Care Risk Waste which includes:

- Anatomical/Pathological waste;
- Chemical waste (Pharmaceutical waste);
- General infectious waste;
- Genotoxic / cytotoxic waste / chemical;
- Sharps;
- Vials/ampoules;
- Infectious linen (as and when required);
- Mattresses (as and when required)
- Fluorescent Tubes and
- VMMC Instruments

Radioactive waste is not to be collected by the Service Provider and remains outside the scope of this Contract.

8. WASTE SEGREGATION AND CONTAINERISATION

8.1 SHARPS WASTE

Sharps Waste will be containerised in disposable Sharps Containers by the staff at the Facilities and collected in the disposable Containers prior to the Service Provider assuming responsibility for the Waste.

8.2 GENERAL INFECTIOUS WASTE

General Infectious Waste will be collected in liners and containerized in disposal Containers by the Facility staff prior to the Service Provider assuming responsibility for the Waste.

8.3 PATHOLOGICAL WASTE

For Hospitals, Pathological Waste will in general be stored at the refrigerated mortuary or freezers. Pathological Waste will be containerized in disposable containers by the Facility staff.

For Primary Health facilities, pathological waste will be containerized by the facility staff and stored in freezers, awaiting collection.

8.4 CHEMICAL WASTE

The Service Provider shall ensure that Reusable Containers containing Genotoxic / cytotoxic waste / chemical (Expired pharmaceuticals) shall be clearly identifiable "Specifications for Reusable Containers".

Pharmaceutical waste will be segregated at point of generation, containerised and clearly marked according to Scheduled Substances categories as prescribed by the Minister of Health under Section 22A of the Medicines and Related Substances Control Act, Act 101 of 1965, thereby enabling the Service Provider to comply with the legislated requirements during the handling, treatment and disposal of Chemical Waste.

Expired pharmaceuticals may already have been accumulated at some Facilities at the Commencement of Services Date. The Service Provider shall collect, transport, Treat and dispose of all accumulated pharmaceuticals within the first 12 months of the Services Period.

9. SUPPLY OF DISPOSABLE CONTAINERS

The Service Provider shall as part of its obligations, throughout the Services Period, supply and distribute Disposable Containers for each of the Facilities. Disposable Containers shall include the following:

- Sharps Containers, including containers for long sharps;
- Specican Containers for Pathological Waste;
- Specican Containers for Chemical Waste;
- Red liners for General Infectious Waste, including sealing mechanisms for liner;
- Clear liners for General Waste [option]; and
- The Service Provider shall replace only the number of containers per month that were collected.
- Health facilities must always have a two (2) month buffer stock equal to the monthly collections as a back-up.
- The service provider must procure containers that are SANS approved. The supply of non-compliant containers will constitute service failure.
- Yellow liners

9.1 DISTRIBUTION OF DISPOSABLE CONTAINERS

The Service Provider shall replace the Disposable Containers collected; other orders must be signed by the hospital CEO / PHC Operational Managers or their delegates, only additional stock for specific outreach and campaigns.

9.2 DISPOSABLE CONTAINERS DELIVERY POINT

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

9.3 SUPPLY OF REUSABLE CONTAINERS (CHEMICAL WASTE—PHARMACEUTICAL WASTE)

The Service Provider shall, as part of its obligations and throughout the Contract Period, supply all Reusable Containers to be used for the collection and transportation of pharmaceutical waste.

The Reusable Containers supplied by the Service Provider shall comply with the specifications as legislation requires.

9.4 OWNERSHIP OF REUSABLE CONTAINERS

Throughout the Service Period, the Service Provider shall maintain ownership of the Reusable Containers and will be responsible for all maintenance and repairs thereof. No additional payment will be made for supply of Reusable Containers.

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

9.5 MANAGING SUPPLY OF REUSABLE CONTAINERS

The Service Provider shall deliver Reusable Containers to facilities for the disposal of expired pharmaceuticals, after approval has been granted by the Head: Health for the disposal of expired pharmaceuticals. Such containers will be cleaned, disinfected and dried before delivered to the Health Institutions

9.6 TRACKING SYSTEM FOR REUSABLE CONTAINERS

- The Service Provider shall provide an appropriate tracking system;
- The requirement of container marking through an electronic recording system;
- Each Reusable Container shall have a unique identification code;
- The identification code shall be placed visibly on the outside of the container;
- The tracking system shall ensure that a receipt signed by the Service Provider and the Waste Officer, is issued every time Reusable Containers are delivered to a Facility or Collected from a Facility;
- A copy of the receipt shall be submitted to the Waste Officer, or its representative, at the time of collection and delivery; and
- All reusable containers delivery sheets shall be triplicate carbonised copies or similar approved.

9.7 DISINFECTION OF REUSABLE CONTAINERS

The Service Provider shall ensure that Reusable Containers are washed, disinfected and dried immediately after it has been emptied.

10. COLLECTION OF THE WASTE

All health care risk waste must be collected and safely stored. This will also include weekends and public holidays by arrangement with the facility's authorities. Moreover, the frequency of collection must be in compliance with the provincial policy, national standards and legislation.

The successful Service Provider will only be responsible for the management of health care risk waste from the collection points onwards and must ensure that no health care risk waste is left unattended between the time when it is removed from the collection point and the time when it is delivered to the treatment facility (the Service Provider indemnifies the Department against any loss or damage arising from the Service Providers activities therein). The successful Service Provider will also be jointly responsible for the management of the waste collection point.

The successful Service Provider shall collect health care risk waste from the facilities in accordance with the collection schedule agreed upon with the facilities.

11. WASTE COLLECTION POINT

The waste collection point is a designated place in each facility where the successful Service Provider will collect health care risk waste from the central waste storage area of the facility.

The successful Service Provider must, during the mobilization period, liaise with each facility and decide for its employees to gain access to waste collection points and agrees on the mass recording and verification processes to be followed during each collection round.

The successful Service Provider will be responsible for removing any spillages at the waste collection point because of their negligence and failure to immediately remove spillage will constitute a service failure.

Communication systems will be required on all Waste Vehicles and could be in the form of cellular phones, two-way radios or similar approved system.

The Service Provider shall submit a list, to the Department of all Waste Collection Points agreed upon with the Facilities, not later than 2 weeks before Commencement of Services Date.

12. STORAGE OF WASTE

Health care risk 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 successful Service Provider must ensure that the maximum storage times as prescribed are not exceeded. Exceeding the maximum storage time shall constitute a service failure.

While the successful Service Provider will take full responsibility for health care risk waste once it leaves the collection point, the Department still remains responsible as the generator of this waste until it is disposed of in an environmentally friendly manner. The Service Provider 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.

There is no treatment facility in Mpumalanga; all waste will have to be transported to other provinces approved waste facilities.

13. FREQUENCY OF WASTE COLLECTION

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

Type of Facility	Collection Frequency
Hospitals with more than 200 beds.	Daily Collection, including weekends and public holidays.
Hospitals with less than 200 beds.	Daily Collection, except weekends and public holidays and based on the call system.
Hospitals with less than 100 beds	Twice per week collections and based on the call system
Community Health Centres where deliveries are performed	Twice per week collections and based on the call system.
Other Community Health Centres	Once per week, determined by the maximum Waste storage time and based on the call system.
Clinics.	Once per week, as determined by the maximum Waste storage times and based on the call system
Old Age Homes	Once per week, determined by the maximum Waste storage time and based on the call system.

Any deviation from the above schedule must be recommended by the hospital CEO or Operational Manager or their delegates and approved by the Head: Health. Failure to comply with the above will constitute a service failure.

14. WEIGHING OF THE WASTE

The successful Service Provider must ensure that a scale is fitted to the vehicle transporting the HCRW. The weighing scales must be approved for commercial use, and calibrated according to SANS

The successful Service Provider will be responsible to install commercial use weighing scale at all the hospitals and CHC's performing deliveries and ensure that its calibrated as per SANS. Failure to provide and calibrate the scales will constitute a service failure.

The weighing of health care risk waste must be performed under the supervision of the appointed representative of the public health facility.

In an event that the Service Provider's readings (kg) are higher the scale of the facilities reading will prevail.

After completion of weighing, a copy of the collection note signed by both the appointed representative of the public health facility and the successful Service Provider's representative or driver must be left with a copy left at the public health facility for their record.

15. RECORDING OF WASTE COLLECTED

The successful Service Provider must, as part of the service, implement a recording system that will form part of the basis for payment of services rendered. For each collected consignment, the Service Provider must issue a record containing information on:

- Name of Service Provider;
- Name of public health facility;
- Name of district;
- Time and date of collection;
- Type and volume of waste collected;
- Drivers details;
- Type (volume) and net weight of each Reusable Containers;
- Details of Facility representative witnessing Waste collection; and
- Facilities official stamp.

The Service Provider shall as part of the Services implement a recording system that will form part of the basis for payment of services rendered.

For each consignment of Waste collected, the Service Provider shall issue a recording sheet containing information on the type and weight (kg) of the waste collected.

The recording sheet shall be issued in triplicate at the time and place of Waste collection, with each copy signed by the Waste Officer and the Service Provider. One signed copy of the Recording Sheet shall be retained by the Waste Officer before the Service Provider leaves the Facility.

The Service Provider shall record the collection and Treatment of Waste from each Pathological Waste container, after which a report is to be issued to certify Treatment of such Pathological Waste. The aforesaid report must be submitted to the Waste Officer at that Facility, before the end of the calendar month in which the Pathological Waste was treated.

16. PATHOLOGICAL WASTE AT COMMUNITY HEALTH CENTRES (CHC)

With the CHC's generating limited amounts of Waste, the Waste collection frequency from the identified CHC's where deliveries take place and Hospitals. CHC with a maternity ward, or alternatively result in uneconomical high Waste collection frequencies from these CHC's, the Service Provider will have the option of supplying CHC's with maternity wards with freezers that can be used to store placentas if daily collection of placentas is not preferred. The freezers shall have a volume of 100 liters to 150 liters and shall be capable of maintaining temperatures from 0 degrees C to -12 degrees C°. The freezer shall be equipped with a lock for which only the (CHC)/Clinic's Waste Officer shall have keys. All the keys must be handed over to the public health facility or listed old age home.

Throughout the Service Period, the Service Provider shall maintain ownership of the freezers and will be responsible for all maintenance and repairs thereof. No additional payment will be made either for the supply of freezers, or for the increased collection frequency required to ensure the timely Treatment of Pathological Waste generated at CHC's. (CONFIRM)

When the contract lapse the Department shall retain ownership of the freezers (refer to pg.25,par. 29).

The Service Provider must at the time of collection arrange for removal of all filled and sealed pathological waste containers from the freezer.

17. COLLECTION OF EXTRAORDINARY ITEMS

Collection of Extraordinary Items shall be arranged in consultation with the Facility on a quotation basis, once the Department notified the Service Provider of the existence of such Extraordinary Items at any particular Facility.

The Service Provider shall collect Extraordinary Items for transportation, Treatment and final disposal thereof in accordance with these Tender Specifications.

The Service Provider shall issue a separate invoice for handling of Extraordinary Items, providing a detailed breakdown of costs for the collection, transportation, treatment and disposal thereof.

18. TRANSPORT

18.1 REQUIREMENTS FOR TRANSPORTATION

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

The Service Provider shall always 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 Service Provider as specified in SANS 1248-1 of 2004: Management of HCW.

Failure to remove any spillage immediately constitutes a Service Failure.

The Service Provider shall, when transporting both disinfected and filled Reusable Containers in the same vehicle, ensure that disinfected Reusable Containers do not become contaminated through contact with filled Reusable Containers.

19. REQUIREMENTS FOR THE WASTE VEHICLES

The Service Provider shall procure Waste Vehicles for transportation of Waste. Waste Vehicles used by the Contractor to transport Waste shall be for the sole purpose of transporting Waste and may not be used for any other purposes:

- Waste Vehicles shall comply to meet the standards laid down by the National Road Traffic Act (Act 93 of 1996), as well as any Necessary Consent
- Loading compartment shall be safe and unobstructed, thus ensuring easy access for the Service Provider's staff
- Lifting tailgates are to be used for the loading and offloading of Reusable Containers from vehicles.
- Storage compartments shall not have any holes or openings that could result in leaking of liquids that may accidentally have spilt from containers.
- The inner surface of the Vehicle's storage compartment shall be smooth and rust free by being galvanised, manufactured from stainless steel or covered by zinc or other materials approved by the Competent Authorities;
- The internal finish of the storage compartment shall further allow for easy cleaning, e.g. angles shall be rounded and surfaces shall be smooth, without any material joints creating the opportunity for dirt collection;

- There shall be a bulkhead between the driver's cabin and load compartment, designed to retain the load, in order to protect the driver, should the vehicle be involved in an accident;
- There shall be a suitable method for fastening the closed Reusable Containers, thus reducing the risk of spills and ensuring that there is no sudden movement of the Waste;
- All Waste Vehicles shall be equipped with emergency equipment required by the Necessary Consents; and
- Waste Vehicles shall have means for separating the disinfected Reusable Containers from Reusable Containers filled with Waste.

20. TREATMENT OF THE WASTE

The objective of Treating Waste 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.

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 Service Provider shall treat the Waste from all Facilities in the Districts in accordance with the Regulations and the Necessary Consents of all interested parties/ provinces.

20.1 REQUIREMENTS FOR TREATMENT

The relevant treatment method in compliance with the relevant Regulations and the Necessary Consents for Chemical and Pathological Waste will be used.

All incinerators at health facilities have been de-commissioned and shall not be available for waste disposal by Service Provider.

20.2 HANDLING AND STORING OF WASTE AT THE TREATMENT PLANT

The Service Provider shall use a hydraulic device for unloading the contents of the Reusable Containers at the Treatment Plant to minimize the manual handling required.

The Service Provider shall ensure that Pathological Waste is treated within **24 hours** after it has been collected from any Facility.

Waste other than Pathological Waste shall be treated within **48 hours** after it has been collected from any Facility.

20.3 WASTE STORAGE DURING A PLANNED OUTAGE

The Service Provider shall during a Planned Outage secure the use of cold storage facilities suitable for the storage of Waste until the Planned Outage is over, or alternatively secure standby.

Treatment capacity at another treatment facility and Treat the Waste timely in accordance with this Project Specification, the Regulations and the Necessary Consents. (This facility must be permitted to deal with health care risk waste)

21. RESIDUES DISPOSAL

The Service Provider shall be responsible for the disposal of all Residues from the Treatment of Waste. The Residues shall be disposed of in accordance with the Necessary Consents and the Statutory Requirements.

22. TRAINING

The Service Provider shall in its interface with the Facilities provide a Training Programme on safe handling and proper Segregation of the HCRW.

Training will be provided on request by the Environmental Health Practitioners in consultation with facility management. The Service Provider will only be paid for the number of staff members that were trained. Only original attendance registers will be accepted for the processing of payments.

Training of public health institutions personnel on:

- ✓ Training program to be developed with the district for each year on the beginning of the tender; when a need arise.
- ✓ A training plan to be submitted within 30 days;
- ✓ effective health care risk waste management within the public health facilities;
- ✓ relevant and applicable legislation and regulations;
- ✓ duration of training for staff to be **8 hours**;
- ✓ Training for hospitals to be for all levels of staff members;
- ✓ All other public health facilities to be grouped together;
- ✓ Segregation of HCRW is ineffective and poses a health hazard, inflate the kg of HCRW collected;
- ✓ A pre-assessment to be conducted before and after training commence;
- ✓ Trainers to submit their CV's;
- ✓ All trainings **involving professionals** to be CPD accredited;
- ✓ Hazards associated with HCRW;
- ✓ Correct segregation;
- ✓ Different categories of HCW and
- ✓ Offsite disposal of HCW.
- ✓ Service provided shall be responsible for all training material and
- ✓ KAP analyses to be facilitated, and used for training needs.

23. MOBILISATION AND ROLLOUT

23.1 MOBILISATION

Following the award of Contract, the Service Provider 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 Service Provider to establish communication lines with each of the Facilities as well as with the District Office and the Head Office of the Department. The Service Provider shall liaise with the Waste Officer from each of the Facility during the Mobilisation Period and agree on the programme for implementation of the new Waste Management System.

23.2 ROLLOUT PERIOD

The Service Provider assumes responsibility for removing, treating and disposing of the Waste from the Commencement of Services Date. The first month for hospitals and 3-months for other public health institutions following the Commencement of Services Date is designated the Rollout Period. The Service Provider shall during the Rollout Period gradually phase in the new Waste Management System at all the Facilities.

Failure to achieve full implementation by the Rollout Completion Date shall constitute a Service Failure.

23.3 DUAL SYSTEM OPERATION DURING THE ROLLOUT PERIOD

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

The dual system to be operated during the Rollout Period will therefore require for disposable cardboard and Sharps Containers and Specican Containers provided by the previous contractor to be used in some Facilities

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

The duration of the role out period shall be minimised for each Facility and shall not exceed:

Facility	rollout period
Hospitals	2 months
Community Health Centres, Selected Clinics and Listed old age homes	4 months

23.4 ROLLOUT PLANS

A District Rollout Plan is covering all facilities on district level, indicating how the process will be executed over the 2 or 4-month Rollout Period, and when the various Facilities can expect to become involved in the Rollout process.

The District Rollout Plan is to be approved by the DoH Head Office and District Offices, as it will impact on the province as a whole. If no comments were received within 15 working days from submission of any District Rollout Plan, it will be assumed that the plan was approved as is.

The Service Provider shall develop a District Rollout Plan for the Rollout Period inter alia containing the following:

- Names and contact details of Waste Management Officers from each Facility;
- Programme for the Rollout Period, specifying for each Facility the dates for the start and completion of the Rollout;
- Details on number and types of Disposable Containers that is to be supplied to and fitted in each Facility;
- Type of mass recording system to be implemented and/or installed for each Facility;
- Specifications for the Training Programme and consulting activities to be undertaken at each Facility in the Rollout Period;
- Details of the Service Provider's staff, that will be responsible for the Training Programme;
- Details of container delivery and waste collection procedures, including data collection, recording and tracking system;

- Development of site-specific backup procedures and emergency plans for implementation inter alia in the event of vehicle or plant breakdowns or accidents;
- Details of Facility specific problems and opportunities encountered in the planning of the Rollout Period together with proposed solutions;
- The Facility Rollout Plan shall be deemed approved by the CEO / PHC Facility Operational Manager if the Service Provider has not received a response from the CEO / PHC Operational Manager within 15 working days after submitting the Facility Rollout Plan to the hospital CEO or PHC Operational Manager
- The Rollout Plan shall be deemed approved by the Department if the Department fails to respond to the Service Provider within two weeks of receiving the proposed Rollout Plan. Failure to submit the District Rollout Plan before the date occurring one month after the Contract Date is considered to be a Service Failure.
- Facility Rollout Plans are however subject to change as information is gained from the first Rollout exercises, which make the requirement for the latter only to be submitted 2 weeks before the start of the Rollout at any particular Facility.

23.5 ROLLOUT AT EACH FACILITY

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

- Liaising with Waste Officers and Facility management to keep them informed of plans, programmes and progress throughout the Rollout Period;
- Implementation of the Training Programme;
- Supply and installation of freezers where applicable;
- In cooperation with the Waste Officer ensure that an appropriate Waste Collection Point is available;
- Submitting to the Waste Officer, with a copy to the Department, a programme for the collection of the Waste from the Facility;
- Supply and installation of scales where applicable;
- Supply and monitoring of distribution of Disposable Containers;
- Implementation of waste recording and tracking systems;
- Testing of site-specific backup procedures and emergency plans developed for implementation inter alia in the event of plant or vehicle breakdowns or accidents.

23.6 CONSULTANCY DURING THE ROLLOUT PERIOD

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

- Survey each Facility to determine quantities and types of, Disposable Containers needed;
- Identify a mechanism to ensure the distribution of new containers at each Facility and to ensure adequate stock levels;
- Promote the Mpumalanga SOP for the management of HCW;
- Ensure that decisions taken reflect the standards laid out in the Mpumalanga Policy and SOP for HCRW management through a consultative process;
- Advise Facilities on the use of intermediate and central storage areas, as well as any modifications or upgrading of such stores that may be required;
- Liaise with the Facilities regarding waste collection times and Disposable Container delivery times (if different) by the Service Provider;
- Provide support with the introduction of mass measurement for Waste as well as data recording for billing and Waste tracking respectively;
- Advise on specifications for other equipment to be acquired by Facilities such as Personal Protective Equipment (PPE) and additional liners;

- Set up regular internal performance and equipment monitoring programmes for implementation by health care workers;
- Advise Facilities on HCGW management matters in as far as it will impact on Waste management.

23.7 HANDOVER OF SERVICES

The outgoing Service Provider bears the responsibility for a smooth and sufficient transition to orientate the incoming Service Provider.

24 COMMUNICATIONS

24.1 MEETINGS

Weekly Project Meetings will be held between the District and the Service Provider during the Rollout period, where after the Project Meetings between the Department and the Service Provider will be **held bi-monthly** (or as agreed) for the remainder of the Service Period.

24.2 QUARTERLY MEETINGS

Quarterly meeting will be held between the District, the Service Provider, Occupational Health and Safety manager, representation from the District Municipalities and Department of Environmental affairs.

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 Service Provider shall at all meetings be represented by persons suitably qualified and authorised to make commitments and enter into agreements on behalf of the Service Provider. If the Service Provider fails to attend or be appropriately represented at a project meeting, it shall constitute a Service Failure.

25.REPORTING

The requirements for reporting to be fulfilled by the Service Provider shall comprise preparing and delivering to the Department:

- Copies of all reports required by the Necessary Consents;
- Annual Reports;
- Monthly Reports;
- Incident Reports;
- Waste Information Reporting. And
- Proof that the waste collected were captured on the Waste Information System.

25.1 MONTHLY REPORT

The Service Provider shall prepare and issue a Monthly Report, which shall be submitted electronically to the Department (province /district) and to the Department 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 Reusable Containers delivered with information about type and quantity for each Facility;
- The Service Provider must make graphs indicating the number of containers delivered and the mass of all collections per facility;
- Facilities, as well as the destination of such Waste;
- Advice on problems encountered specifically as they relate to the standards and quality of Services;
- Advice and directives required from the Department (District/ Province) 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; and
- 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.

25.2 ANNUAL REPORT

An Annual Report, primarily consisting of a summary of the monthly reports, is to be prepared and delivered to the Department.

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

- Organization:
 - Key Personnel;
 - Other staff;
 - Subcontractors;
 - Suppliers;
 - Changes in organisation.
- Operational report:
 - A record of the Durable Items supplied to health facilities for chemical waste; record of the Disposable Containers delivered and collected with information on type and numbers for each Facility;
 - 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);
 - Management of specialised waste streams, e.g. Pathological Waste, Chemical 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 reusable containers;
- Overview of strengths and weaknesses in waste collection and transport; Operational failures by interfacing parties like subcontractors and suppliers;
- Operational failures by the Department (District, facility) e.g. late payments;

25.3 ENVIRONMENTAL REPORT:

Documentation of compliance with the relevant legislation by means of verified documentation.

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

26 INCIDENT REPORT

Incident reports shall be issued by the Service Provider to the Department (District/ Province) 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 Service Provider or the Department under this Contract, as well as health and safety related incidents.

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 (District/ Province) by no later than noon the following day, with hard copies formally submitted within 7 days thereafter.

27 INSPECTIONS

The Service Provider must on their own account make the necessary arrangements to take five (5) Environmental Health Practitioners per annum, to visit the treatment plants for technical assessment.

28 BACKUP ARRANGEMENTS

Without prejudice to any other obligation or liability of the Service Provider under this Contract, if at any time during the Services Period the Service Provider is prevented from processing Waste at the Treatment Plant due to the occurrence of an Unplanned Outage, then the Service Provider 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.

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

An Unplanned Outage occurring less than 3 months after the previous Unplanned Outage shall constitute a Service Failure regardless of the duration of such Unplanned Outage.

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

Ensuring access to and securing the use of additional Waste collection vehicles that are in compliance with these Specifications;

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 availability of backup Waste vehicles during routine maintenance of the Waste Collection fleet would not be considered justification by the Service Provider 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 reusable and disposable containers, or any build-up of Waste at the Facilities, or alternatively any backlog in the treatment of Waste at the Treatment Facility.

The cost of making the required backup arrangements and facilities available is to be included in the unit price for the collection and treatment of HCRW and final disposal, and **the Department will not be liable for any additional payments resulting from the provision, implementation or use of backup arrangements or facilities.**

29 HEALTH AND SAFETY

The Service Provider is to familiarise itself and comply with all safety regulations and statutes governing HCW management activities. The safety of the Service Provider personnel, its subcontractor's personnel, as well as that of Facility staff members or members of the public affected by the execution of the Services, shall be the sole responsibility of the Service Provider.

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

The Service Provider shall in its Health and Safety Plan describe the medical surveillance and immunization programme that is implemented for all workers, as well as the post exposure prophylaxis (antiretroviral) treatment that will be available to workers in the event of needle stick injuries.' This can be accessed at the nearest hospital; the costs will be incurred by the Service Provider. Daily records of the Service Provider'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.

The Service Provider shall ensure that all employees and subcontractor's employees (whether permanent or temporary) are adequately insured. No untrained persons shall be allowed to carry out any work under this Contract.

As jointly agreed by the waste officers and contractor. The necessary equipment to deal with spillages and emergency incidents are readily available and conform to the requirements as stipulated in the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as amended.

Spill Kits

Items in the spill kits that form part of this tender are the following:

- 1 x Absorbent Granules
- 1 x Disposable Scoop & Scraper
- 1 x Disposable Medical Bag
- 1 x Carry Bag
- 1x Itinerary list

The department will be responsible to ensure that a well constituted spill kit is available at all Public Health facilities

30. PAYMENT FOR SERVICES AND SUPPLIES

In consideration of the Service Provider providing the Services in accordance with the terms of this Contract the Department shall, throughout the Services Period, pay the Service Provider in accordance with the provisions.

The Service Provider shall receive payment for the following items:

- Supply and distribution of Disposable Containers and other items including the collection, transportation, treatment and final disposal of HCRW;
- Supply of specific items for Spill kits;
- Freezers;
- Training; and
- Extraordinary items (on request)

The contractor shall be entitled to an annual increase using the Consumer Price Index (CPI) as a base. Other economic factors which affect prices may be considered when negotiating price adjustments.

The bidder must provide a cost breakdown that includes but not limited to:

- Supply and distribution of Disposable Containers and other items including the collection, transportation, treatment, and final disposal of HCRW (Price per Kilogram)

Activity/ service	Waste category	Price per kg
Supply and distribution of Disposable Containers and other items including the collection, transportation, treatment, and final disposal of HCRW	General Infectious Waste, Anatomical, Sharp & Vials	R.....
	Pharmaceuticals, Cytotoxic, Chemicals and fluorescent tubes	R.....
	Linen and mattresses	R.....

- Supply of specific items for spill kits

Activity/ service	Waste category	Price per kg
Items in the spill kit	1x Absorbent Granules	R.....
	1x Disposable Scoop & Scraper	R.....
	1x Disposal Medical Bag	R.....
	1x Carry Bag	R.....
	1x Itinerary list	R.....

- Freezer

Activity/ service	Size	Price per kg
Freezers	110L	R.....
	210L	R.....
	300L	R.....
	530L	R.....

- Training

Activity/ service	Type of sessions	Price per kg
Training	Contact sessions	R.....
	Distance learning	R.....

Annexure

1. Public Health Institutions

District	Sub-district	Facility type	Facility name
Ehlanzeni DM	Bushbuckridge LM	Clinic	mp Arthurseat Clinic
			mp Arthurstone Clinic
			mp Belfast Clinic (Bushbuckridge)
			mp Brooklyn Clinic
			mp Buffelshoek Clinic
			mp Calcutta Clinic
			mp Casteel Clinic
			mp Cork Clinic
			mp Cottondale Clinic
			mp Cunningmoore Clinic
			mp Dingledale Clinic
			mp Dwarsloop Clinic
			mp Edinburg Clinic
			mp Gottenburg Clinic
			mp Hluvukani Clinic
			mp Islington Clinic
			mp Jim Brown Clinic
			mp Justicia Clinic
			mp Kildare Clinic
			mp Lillydale Clinic
			mp Ludlow Clinic
			mp Madras Clinic
			mp Marite Clinic
			mp Maviljan Clinic
			mp Mkhuhlu Clinic
			mp Moreipuso Clinic
			mp Murhotso Clinic
			mp Oakley Clinic
			mp Orinoco Clinic
			mp Rolle Clinic
			mp Shatale Clinic
			mp Thokozane Clinic
			mp Utah Clinic
			mp Welperdiend Clinic
			mp Xanthia Clinic
			mp Zoeknog Clinic
		Community Health Centre	mp Agincourt CHC
			mp Bhubezi CHC
			mp Thulamahashe CHC

		District Hospital	mp Matikwana Hospital
			mp Tintswalo Hospital
		Regional Hospital	mp Mapulaneng Hospital
Mbombela LM	Clinic		mp Clau Clau Clinic
			mp Dwaleni Clinic
			mp Eziweni Clinic
			mp Gutshwa Clinic
			mp Hazyview Clinic
			mp Jerusalem Clinic
			mp Khumbula Clinic
			mp Legogote Clinic
			mp Luphisi Clinic
			mp Makoko Clinic
			mp Manzini Clinic
			mp Mbonisweni Clinic
			mp Mjejane Clinic
			mp Mpakeni Clinic
			mp Msogwaba Clinic
			mp Mthimba Clinic
			mp Nelspruit Civic Centre Clinic
			mp Nelsville Clinic
			mp Nkwalini Clinic
			mp Sandrivier Clinic
			mp Shabalala Clinic
			mp Sibuyile Clinic
			mp Skukuza Clinic
			mp Tekwane Clinic
			mp Valencia Park Clinic
			mp White River Clinic
			mp Zwelisha Clinic
	Community Health Centre		mp Bhuga CHC
			mp Kabokweni CHC
			mp Kanyamazane CHC
			mp Matsulu CHC
			mp Nelspruit CHC
			mp Phola-Nzikasi CHC
	EMS Station		mp Bongani EMS Station
			mp Matsulu EMS Station
			mp Nelspruit EMS Station
			mp Rob Ferreira EMS Station
			mp Themba EMS Station
		Provincial Tertiary Hospital	mp Rob Ferreira Hospital
		Regional Hospital	mp Themba Hospital

		Specialised TB Hospital	mp Bongani Hospital
Nkomazi LM	Clinic		mp Boschfontein Clinic
			mp Dlodluma Clinic
			mp Driekoppies Clinic
			mp Fig Tree Clinic
			mp Jeppes Reef Clinic
			mp Jeppes Rust Clinic
			mp Kamhlushwa Clinic
			mp Komatipoort Clinic
			mp Malelane Estates Clinic
			mp Mananga Clinic
			mp Masibekela Clinic
			mp Mbangwane Clinic
			mp Mbuzini Clinic
			mp Middelplaas Clinic
			mp Mzinti Clinic
			mp Ndindindi Clinic
			mp Phiva Clinic
			mp Richtershoek Clinic
			mp Schoemansdal Clinic
			mp Shongwe Gateway Clinic
			mp Sibange Clinic
			mp Sihlangu Clinic
			mp Sikhwahlane Clinic
			mp Steenbok Clinic
			mp Strydomblock Clinic
			mp Tonga Block B Clinic
			mp Tonga Block C Clinic
Thaba Chweu LM	Community Health Centre		mp Buffelspruit CHC
			mp Langloop CHC
			mp Mangweni CHC
			mp Mgobodi CHC
			mp Naas CHC
	District Hospital		mp Shongwe Hospital
			mp Tonga Hospital
	Clinic		mp Bourkes Luck Clinic
			mp Brondal Clinic
			mp Elandsfontein Clinic
			mp Glory Hill Clinic
			mp Harmony Hill Clinic
			mp Lydenburg Gateway Clinic
			mp Mashishing Clinic
			mp Pilgrims Rest Clinic
			mp Sabie Clinic
			mp Simile Clinic

		District Hospital	mp Lydenburg Hospital
			mp Matibidi Hospital
			mp Sabie Hospital
	Umjindi LM	Clinic	mp Barberton Clinic
			mp Barberton Gateway Clinic
			mp Barberton TB Gateway Clinic
			mp Boulders Clinic
			mp Cathyville Clinic
			mp Glenthorpe Clinic
			mp Kaapmuiden Clinic
			mp Kaapschehoop Clinic
			mp Louisville Clinic
			mp Louw's Creek Clinic
			mp Renee Clinic
		Community Health Centre	mp M'Africa CHC
		District Hospital	mp Barberton Hospital
		Specialised TB Hospital	mp Barberton TB Hospital
Gert Sibande DM	Albert Luthuli LM	Clinic	mp Arnhemburg Clinic
			mp Betty'sgoed Clinic
			mp Carolina Clinic
			mp Diepdale Clinic
			mp Eerstehoek Clinic
			mp Fernie 1 Clinic
			mp Fernie 2 Clinic
			mp Glenmore Clinic
			mp Hartebeeskop Clinic
			mp Kromdraai Clinic
			mp Mooiplaas Clinic
			mp Nhlazatshe 6 Clinic
			mp Nhlazatshe Clinic
			mp Silobela Clinic
			mp Swallowsnest Clinic
			mp Tjakastad Clinic
			mp Vlakplaas Clinic
		Community Health Centre	mp Badplaas CHC
			mp Dundonald CHC
			mp Lochiel CHC
			mp Mayflower CHC
		District Hospital	mp Carolina Hospital
			mp Embhuleni Hospital
	Dipaleseng LM	Clinic	mp Balfour Clinic

			mp Greylingstad Clinic
			mp Nthoroane Clinic
			mp Topsy Wellness Clinic
		Community Health Centre	mp Grootvlei CHC
			mp Siyathemba CHC
	Govan Mbeki LM	Clinic	mp Bethal Town Clinic
			mp Emzinoni Clinic
			mp Evander Clinic
			mp Kinross/Thistle Grove Clinic
			mp Langverwacht Clinic
			mp Langverwacht Ext 14 Clinic
			mp Sead Clinic
			mp Secunda Clinic
			mp Trichardt Clinic
		Community Health Centre	mp Embalenhle CHC
			mp Lebohang CHC
			mp Paulina Morapeli CHC
		District Hospital	mp Bethal Hospital
			mp Evander Hospital
	Lekwa LM	Clinic	mp Mispel Street Clinic
			mp Morgenzon Clinic
			mp MS Msimanga Clinic
			mp Sakhile Clinic
			mp Standerton Gateway Clinic
			mp Stanwest/Azalia Clinic
		Community Health Centre	mp Winifred Maboja CHC
		District Hospital	mp Standerton Hospital
		Specialised TB Hospital	mp Standerton Specialised TB Hospital
	Mkhondo LM	Clinic	mp Derby/Rustplaas Clinic
			mp Dirkiesdorp Clinic
			mp Driefontein Old Stands Clinic
			mp Entombe Clinic
			mp Ethandakukhanya Clinic
			mp Mkhondo Town Clinic
			mp Piet Retief Clinic
		Community Health Centre	mp Amsterdam CHC
			mp Driefontein New Stands CHC
			mp Iswepe CHC
			mp KwaNgema CHC

		District Hospital	mp Piet Retief Hospital
		Mobile Service	mp Amsterdam Mobile 1
			mp Dirkiesdorp Mobile 1
			mp Driefontein CHC Mobile 1
			mp Iswepe Mobile 1
			mp Pension Points Mobile 1
			mp Piet Retief Mobile 1
			mp Piet Retief Mobile 2
			mp Piet Retief Mobile 3
		Satellite Clinic	mp Athalia Satellite Clinic
			mp Comondale Satellite Clinic
			mp Eziphunzini Satellite Clinic
			mp Sulphasprings Satellite Clinic
	Msukaligwa LM	Clinic	mp Breyten Clinic
			mp Chrissiesmeer/Kwachibikhulu Clinic
			mp Davel Clinic
			mp Emthonjeni Clinic (Msukaligwa)
			mp Ermelo Clinic
			mp Kwazanele Clinic
			mp Lothair/Silindile Clinic
			mp New Scotland Clinic
			mp Thussiville/MN Cindi Clinic
		Community Health Centre	mp Sheepmoor CHC
			mp Warburton CHC
		Regional Hospital	mp Ermelo Hospital
		Specialised TB Hospital	mp Sesifuba TB Hospital
	Pixley Ka Seme LM	Clinic	mp Amersfoort Clinic
			mp Ezamokuhle Clinic
			mp Volksrust Clinic
			mp Vukuzakhe Clinic
			mp Wakkerstroom Clinic
		Community Health Centre	mp Daggakraal/Thembalokuphila CHC
			mp Perdekop CHC
		District Hospital	mp Amajuba Memorial Hospital
			mp Elsie Ballot Hospital
Nkangala DM	Dr JS Moroka LM	Clinic	mp Allemansdrift B Clinic

			mp Bloedfontein Clinic
			mp De Beersput Clinic
			mp Haakdoringlaagte Clinic
			mp Kalkfontein Clinic
			mp Kameelrivier B Clinic
			mp Kliplaatdrift Clinic
			mp Leeufontein Clinic
			mp Lefisoane Clinic
			mp Loding Clinic
			mp Phake Clinic
			mp Pieterskraal Clinic
			mp Rhenosterkop Clinic
			mp Troya Clinic
			mp Vaalbank Clinic
			mp Valschfontein Clinic
			mp Weltevrede Clinic
			mp Witlaagte Clinic
			mp Wolwekraal Clinic
		Community Health Centre	mp Allemansdrift C CHC
			mp Diphallane (Pankop) CHC
			mp Lefiso CHC
			mp Marapyane CHC
			mp Mmametlhake CHC
			mp Nokaneng CHC
			mp Seabe CHC
			mp Siyabuswa CHC
			mp Waterval CHC
		District Hospital	mp Mmametlhake Hospital
	Emakhazeni LM	Clinic	mp Belfast Gateway Clinic
			mp Emthonjeni Clinic (Machadodorp)
			mp Machadodorp Clinic
			mp Sakhelwe Clinic
			mp Siyathuthuka Clinic
			mp Waterval Boven Gateway Clinic
			mp Wonderfontein Clinic
		District Hospital	mp HA Grove Hospital
			mp Waterval Boven Hospital
	Emalahleni LM	Clinic	mp Ackerville Clinic
			mp Beatty Clinic
			mp Hlalanikahle Clinic
			mp Klipfontein Clinic
			mp Kriel Clinic
			mp Louise Clinic
			mp Lynnville Clinic

			mp Ogies Clinic
			mp Poly Clinic
			mp Rietspruit Clinic
			mp Thubelihle Clinic
		Community Health Centre	mp Empumelelweni CHC
			mp Kwa Guqa Extension 10 CHC
			mp Phola CHC
			mp Siphosesimbi CHC
		District Hospital	mp Impungwe Hospital (Wolwekrans)
			mp Middelburg Gateway Clinic
			mp Nasaret Clinic
			mp Newtown Parkhome Clinic
			mp Pullenshope Clinic
			mp Simunye Clinic
			mp Sr Mashiteng Clinic
		District Hospital	mp Middelburg Hospital
	Thembisile Hani LM	Clinic	mp Boekenhouthoek Clinic
			mp Empilweni Clinic
			mp Gembokspruit Clinic
			mp Goederede Clinic
			mp Kameelpoortnek Clinic
			mp Kwaggafontein A Clinic
			mp Mathyzensloop Clinic
			mp Tweefontein A Clinic
			mp Tweefontein C Clinic
			mp Tweefontein D Clinic
			mp Tweefontein H Clinic
			mp Tweefontein M Clinic
			mp Vlaklaagte 1 Clinic
			mp Vriesgewagte Clinic
		Community Health Centre	mp Kwaggafontein C CHC
			mp KwaMhlanga CHC
			mp Moloto CHC
			mp Themba lethu CHC
			mp Verena CHC
			mp Vlaklaagte 2 CHC
		District Hospital	mp KwaMhlanga Hospital
	Victor Khanye LM	Clinic	mp Botleng Clinic
			mp Botleng Extension 3 Clinic
			mp Delmas Clinic
		District Hospital	mp Bernice Samuels Hospital

2. LIST OF OLD AGE HOMES

EHLANZENI DISTRICT

NAME OF OLD AGE HOME	SUB- DISTRICT	NR OF INMATES
Thuthuka Mjindi Assisted Living	Umjindi	13
Herfsakker Old Age Home	Mbombela	70
Rustig Old Age Home	Mbombela	35
Lydenburg Rusood	Thaba Chweu	55

GERT SIBANDE DISTRICT

NAME OF OLD AGE HOME	SUB- DISTRICT	NR OF INMATES
Gugulethu St Benedict Home	Albert Luthuli	79
Ons Eie Home Carolina	Albert Luthuli	47
Silwerjare Home	Govan Mbeki	68
Standerton Association for the Aged	Govan Mbeki	25
Immergroen Home Piet Retief	Mkhondo	35
SAVF Home Ermelo	Msukaligwa	90
Volksrust Rusoord Home	Pixley Ka Seme	30

NKANGALA DISTRICT

NAME OF OLD AGE HOME	SUB- DISTRICT	NR OF INMATES
Edenpark Assisted Living	Emalahleni	25
Mthumkhulu Assisted Living Facility	Emalahleni	35
SAVF Immergroen Assisted Living Facility	Emalahleni	25
Ekukhanyeni Assisted Living	Thembisile	50
Ons Tuiste Home for the Aged	Emakazeni	30
Rusoord Belfast Home	Emakazeni	50
SAVF Immergroen Home Witbank	Emalahleni	68
SAVF Home Hendrina	Steve Tshwete	40
SAVF Home Middelburg	Steve Tshwete	60
St Joseph's Home for the Aged	Steve Tshwete	40
Ons Eie Home Victor Khanye	Victor Khanye	40

SECTION B - BIDDING PROCESS IN TERMS OF PPPFA

1. PREFERENTIAL POINTS IN TERMS OF PPPFA

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Preferential Procurement Regulations of 2022, responsive bids shall be evaluated and adjudicated by the Mpumalanga Department of Health on the 90/10 preference point system in terms of which points are awarded to bidder(s) based on:

Point allocation for price and equity ownership:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

A maximum of (10) points shall be awarded to a bidder/s in respect of the RDP goals:

In terms of Regulation 5 (2) of the Preferential Procurement Regulations of 2022, preference points must be awarded for specific goals stated in the tender. The points scored for the specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to regulation 5 (4), the contract must be awarded to the tenderer who scores the highest total number of points.

Subject to sub-regulation 5(3) points must be awarded to a tenderer for attaining their RDP goals achieved in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Black owned	05	
Black women shareholding (>40%)	03	
Enterprise owned by SMME'S- QSE and EME	02	

2. RETURNABLE DOCUMENTS

Each bid shall comprise of a clearly indexed proposal with the tender documents as follows:

2.1. COMPULSORY RETURNABLE DOCUMENTS

NO	COMPULSORY RETURNABLE DOCUMENTS	ATTACHED YES / NO
1	SBD 1 - Invitation to bid.	
2	SBD 4 – Bidders Disclosure.	
3	SBD 6.1 - Preference points claim form in terms of the Preferential Procurement Regulations 2022. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.	
4	A Letter of Good Standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be attached. The certificate must be valid by closing date of the bid. The letter of intention to issue a letter of good standing by the Compensation Commissioner is not acceptable and if attached will lead to automatic disqualification. The date on the certified copy must not be older than one (1) month as at the closing date of the bid.	
5	Letter of approval by Executing Authority to do business if the entity has member / members who is / are a Government employee.	
6	If the bidder is a joint venture / consortium / partnership, a certified copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid.	
7	Familiarize yourself and Initial every page of the General Condition of Contract.	
8	Bidder must quote all items, as per price schedule .	

BIDDERS MUST SCAN A FULLY COMPLETED BID DOCUMENT AND SAVE IT ON THE DISC OR MEMORY STICK. THIS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT

NB: SERVICE PROVIDERS WHO FAIL TO ATTACH ONE OF THE COMPULSORY REQUIREMENTS LISTED ABOVE WILL LEAD TO THE DISQUALIFICATION OF THE BID.

2.2. SUPPORTING DOCUMENTS

NO	SUPPORTING RETURNABLE DOCUMENTS	ATTACHED YES/ NO
1.	Detailed Central Supplier Database (CSD) report (not older than 7days from the date of submitting the bid document)	
2.	Detailed management and implementation plan	
3.	Detailed company profile with traceable experience (Proof of similar work done by the organization should be attached Letter of award or purchase order)	
4.	Letter of good standing with ratings from a registered financial institution	
5.	Permit of compliance with SANS for all items (including plastic bags and containers) that will be delivered to the Public Health Facilities	
6.	State the Tracking system that will be used on vehicles	
7.	Proof that the weighing scales are approved for commercial use, and calibrated according to SANS.	
8.	Procedures that will be used for spillages.	
9.	Proof that Waste Vehicles meet the standards laid down by the National Road Traffic Act (Act 93 of 1996), as well as any Necessary Consent	
10.	Submit the relevant treatment method in compliance with the relevant Regulations and the necessary consents for Chemical and Pathological Waste or those of your contracted waste treatment plants service providers.	
11.	Submit a Training Program, with qualifications for trainers.	
12.	Roll out plan of service to health facilities	
13.	The Service Provider is to submit copies of its operational health and safety plan that shall be designed to ensure the health and safety of any persons involved in or affected by the management of waste	

NB: FAILURE OF THE BIDDER TO ATTACH ANY OF THE ABOVE SUPPORTING DOCUMENTS MAY NOT BE AWARDED POINTS IN THE EVALUATION PROCESS

3. EVALUATION METHODOLOGY

3.1. General

The evaluation shall be conducted by the Bid Evaluation Committee (BEC) as follows:

- (i) Compulsory returnable documents
- (ii) Functionality (100), Phase 2, and
- (iii) 90/10-point system Phase 3

3.2. EVALUATION PHASES

3.2.1. PHASE 2 - FUNCTIONALITY

The BEC members shall individually evaluate the responses received and presentations made against the following criteria:

NO	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	SCORES
1	Experience of the bidder in the provision of HCRW (Attach portfolio of evidence such as appointment letters/ purchase orders, ect)	25	Company experience and track record in the provision of HCRW Indicating current and previous contracts: Number of Months:	
			49 months and above	25
			37-48 months	20
			25-36 months	15
			13-24 months	10
			0-12 months	5
2	Company resources/ fleet (Attach copies vehicle(s) registration certificates and / or letter of intent signed by the owner including coloured pictures of vehicles.	10	Evidence of roadworthy licenced and equipped vehicle fleet with proof of ownership if owned or leased agreement if leased or a letter of intent (as per bidder's implementation plan	
			Availability of appropriately roadworthy, licenced, and equipped vehicle fleet.	10
			Proof to rent / hire appropriately roadworthy and licenced vehicle fleet	
			Proof to rent/ hire appropriately roadworthy, licenced, and equipped vehicle fleet	6
			Proof of capacity to acquire appropriate vehicles fleet	4
			No proof of suitable licenced and roadworthy vehicles	0
3	Management and implementation plan	10	Human resources (CV supported by proof residence/affidavit)	
			>50 employees	10
			>30 employees	5
			<30 employees	0
4	Treatment facilities	20	Availability of licensed and operational facilities	
			Licenced, treatment facility and	20

NO	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	SCORES
			permitted disposal site	
			Agreement with licenced, treatment facility and permitted disposal site	15
			No proof of licenced treatment facility and disposal site or contract with treatment/ disposal facility	0
5	Financial capacity	5	An undertaking by financial institution to provide a Revolving Credit to the bidder in the event a bidder is awarded contract or proof of overdraft facility in the name of business or alternatively proof company capability to self-fund to the value indicated below:	
			R10 000 001 and above	5
			R8 000 001 to R6 000 000	4
			R6 000 001 to R4 000 000	3
			R4 000 001 to R2 000 000	2
			R2 000 000 to R1 000 000	1
6	Training plan with a training manual	5	Availability of training plan with training manual accredited by pharmacy council, Nursing Council and Health Professions Council of South Africa (HPCSA) and Health and Welfare Sector Education and Training (HWSETA) or a contract with a duly accredited training provider	
			Health and welfare sea (HWESETA) and Continuous Professional Development (CPD) accredited training and training manual	5
			Health and Welfare SETA (HWSETA) or Continuous Professional Development (CPD) accredited training and training manual.	3
			Training plan and manual not accredited	1
			No training plan and training manual	0
7	Project methodology (break down structure)	Project methodology breakdown structure shall be allocated points as follows:		
		5	Pre Project-Implementation phase activities (waste management strategy)	
			Activities highlighted are clear, logical and demonstrate a high level of	5

NO	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	SCORES
			understanding of the waste management strategy project deliverables and time frames.	
			Activities highlighted are clear and logical o waste management strategy	4
			Activities highlighted are irrelevant to waste management strategy	3
			Failure to highlight to activated in line with waste management strategy	1
		15	Project implementation phase activities (waste management strategy)	
			The bidder highlighted clearly, logically and demonstrated a high level of understanding the implementation of waste activities, deliverables, and time frames.	15
			The bidder clearly highlighted the implementation activities	12
			The bidder did not highlight relevant activities on the implementation of waste strategy	9
			The bidder failed to highlight the activities in line with waste management strategy	3
		5	Contingency plan (Waste Management strategy)	
			Plan clear and realistic	5
			Plan produced but not convincing that the methodology can be delivered using contingencies proposed	3
			No Plan	0

A minimum of 70 points is required to be considered for the next evaluation phase

The points scored for functionality shall be calculated as follows: Each Bid Evaluation Committee member shall score for each individual company criterion on the score sheet. The value scored for each criterion should be multiplied with the specified weighting for the relevant criterion to obtain the average marks scored for the various criteria. The assessment of functionality shall be done in terms of the above mentioned evaluation criteria and the minimum threshold of **70 points**

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

- Department of Health can request further information from any bidder(s) after the closing date.
- Department of Health reserves the right to cancel the bid or not to appoint any bidder(s).
- Department of Health reserves the right to perform audits on quality of processes implemented by the appointed service provider/s after awarding of bid.
- The successful bidder(s) will assist Department of Health in investigating irregularities by providing any evidence that they may have.
- The successful bidder(s) will pro-actively analyze the HCRW management costs as well as administration costs and provide advice and assistance to the department of health.
- The successful bidder/s will provide Department of Health with electronic reports and / or hardcopy reports if so required.
- The successful bidder/s will be dedicated to transfer skills to Department of Health officials.
- Department of Health reserve the right to conduct any site/ visit inspection to the shortlisted bidder(s) premises before the tender is awarded.
- Department of Health reserve the right to appointment more than one service provider.

I / We fully understand and accept in full; the contents of the special condition contained in the bid document and are authorized to sign and accept these conditions.

BIDDER SIGNATURE

DATE

Application for a Tax Clearance Certificate

Purpose

Select the applicable option	Tenders	Good standing
------------------------------------	---------	---------------

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name
(Initials & Surname
or registered name)

Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)Tender number Estimated Tender amount R , Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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

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.

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 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.

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.

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

.....

.....

Signature

Date

.....

...

Position

.....

Name of bidder

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

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

80/20 or 90/10

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black owned	05			
Black Women shareholding (40%)	03			
Enterprise owned by SMME'S – QSE and EME	02			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)