INVITATION TO BID

DEPARTMENT OF HEALTH
Republic of South Africa

NDOH 23 / 2017-2018

APPOINTMENT OF A BIDDER FOR THE REMOVAL; TREATMENT AND DISPOSAL OF HEALTH CARE RISK WASTE AT HEALTH SITES(POINT OF ENTRY) FOR A PERIOD OF 24 MONTHS.
CONDITIONS FOR COMPLETION OF BID DOCUMENTS
NB: The two envelope bidding system will be applicable (Pricing schedule must be submitted in a separate envelope)

If any of the following bid forms are not completed and signed or not handed in with your bid proposal on closing date and time, your proposal will be immediately disqualified.

- SBD1 (Invitation to bid) (Make sure it is signed)
- SBD2 (Tax Clearance Certificate/ SARS Pin)
- SBD 31/3.1 or 3.3 (Pricing Schedule) If not filled please refer to an Annexure or addendum where price is mentioned.
- SBD 4 (Declaration of interest) (Make sure it is signed)
- SBD 6.1 (Preference claim form) Must be signed regardless if points are claimed or not. (Make sure it is signed)
- Certified copy of a B-BBEE Rating certificate from a SANA accredited rating agency or a registered Auditor approved by IRBA or a registered auditor or a sworn affidavit in terms of the amended B-BBEE codes
- SBD 8 (Declaration of Bidder’s past supply chain management practices) (Make sure it is signed)
- SBD 9 (Bid rigging ) Make sure it is signed and completed
- Please note: No tippex is allowed. All changes must be scratched out and a signature next to each change.
- Bid documents must be completed with ink (blue or black) and not typed.
- Proof of registration with the National Central Supplier Database (CSD)

IF NONE OF THE ABOVE MENTIONED CONDITIONS IS MET, YOUR BID WILL BE DISQUALIFIED.

Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA or a letter from an Accounting Officer as contemplated in the CCA.
A sworn affidavit in terms of amended B-BBEE Codes
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: NDOH 23/2017-2018  CLOSING DATE: 22/01/2018  CLOSING TIME: 11:00

DESCRIPTION: Appointment of a bidder for the removal; treatment and disposal of health care risk waste at health sites (point of entry) for a period of 24 months.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: Department of Health, Private Bag X 828, Pretoria, 0001. Attention: Mr. SD Dlamini

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
Department of National Health, c/o Struben and Thabo Sehume streets, Civitas building, Pretoria

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week. Underneath you will find a map of where the BID box is situated.

PRETORIA CITY CENTRE

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your bid being disqualified)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER
  CODE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER
  CODE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);

A REGISTERED AUDITOR

(TICK APPLICABLE BOX)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BESubmitted 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 or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE TOTAL NUMBER OF ITEMS OFFERED
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.


6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
Pricing Schedule – Non-Firm Prices (Purchases)

Note: Price adjustments will be allowed at the periods and times specified in the bidding documents.

In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.

Name of Bidder: Name of Bidder
Bid number: NDOH 23/2017-2018
Closing Time: 11:00
Closing date: 22 January 2018

Offer to be valid for 120 days from the closing date of bid.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Description</th>
<th>Bid Price in RSA Currency <em>(All Applicable Taxes Included)</em></th>
</tr>
</thead>
</table>

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

**“All applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

*Delete if not applicable*
PRICE ADJUSTMENTS

A  NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

\[
Pa = (1-V)Pt \left( \frac{D1}{R1o} + \frac{D2}{R2o} + \frac{D3}{R3o} + \frac{D4}{R4o} \right) + VPt
\]

Where:

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

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

<table>
<thead>
<tr>
<th>Index</th>
<th>Dated</th>
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<tbody>
<tr>
<td>Index</td>
<td>Dated</td>
</tr>
<tr>
<td>Index</td>
<td>Dated</td>
</tr>
<tr>
<td>Index</td>
<td>Dated</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>FACTOR (D1, D2 etc. eg. Labour, transport etc.)</th>
<th>PERCENTAGE OF BID PRICE</th>
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<tbody>
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</tbody>
</table>
B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

<table>
<thead>
<tr>
<th>PARTICULARS OF FINANCIAL INSTITUTION</th>
<th>ITEM NO</th>
<th>PRICE</th>
<th>CURRENCY</th>
<th>RATE</th>
<th>PORTION OF PRICE SUBJECT TO ROE</th>
<th>AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD</th>
</tr>
</thead>
<tbody>
<tr>
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<td>ZAR=</td>
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<td></td>
<td>ZAR=</td>
<td></td>
</tr>
</tbody>
</table>

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

<table>
<thead>
<tr>
<th>AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:</th>
<th>DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE</th>
<th>DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE</th>
<th>DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE</th>
</tr>
</thead>
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</tbody>
</table>
## ANNEXURE 3 COSTING

### COSTING

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PURCHASE COST PER UNIT (R – VAT INCLUSIVE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.4 litre square sharps container</td>
<td></td>
</tr>
<tr>
<td>1.4 litre square sharps container</td>
<td></td>
</tr>
<tr>
<td>2.5 litre square sharps container</td>
<td></td>
</tr>
<tr>
<td>4 - 5 litre rectangular shape, horizontal loading sharps container</td>
<td></td>
</tr>
<tr>
<td>[Yellow]</td>
<td></td>
</tr>
<tr>
<td>6 - 10 litres rectangular shape horizontal loading Sharps Container</td>
<td></td>
</tr>
<tr>
<td>(Yellow)</td>
<td></td>
</tr>
<tr>
<td>20 - 25 litres Rectangular containers for vials and</td>
<td></td>
</tr>
<tr>
<td>5 litre Pharmaceutical containers with screw cap for liquid (minimum</td>
<td></td>
</tr>
<tr>
<td>opening diameter of 110 mm) [Dark Green];</td>
<td></td>
</tr>
<tr>
<td>20 - 25 litre Pharmaceutical containers [Dark Green];</td>
<td></td>
</tr>
<tr>
<td>50 litre Pharmaceutical containers [Dark Green];</td>
<td></td>
</tr>
<tr>
<td>20-25 litre HCRW cardboard box [Plus 30 litre liner, 40 µm, Red and</td>
<td></td>
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<tr>
<td>lid]</td>
<td></td>
</tr>
<tr>
<td>50 litre HCRW cardboard box [Plus 50 litre liners, 60 µm, Red and</td>
<td></td>
</tr>
<tr>
<td>lid]</td>
<td></td>
</tr>
<tr>
<td>140 litre HCRW cardboard box [Plus 85 litre liner, 80 µm, Red and</td>
<td></td>
</tr>
<tr>
<td>lid]</td>
<td></td>
</tr>
</tbody>
</table>

### ITEMS DISPOSAL COST PER UNIT OR PER KG (R – VAT INCLUSIVE)

The bid shall include the cost of the weighing and disposal of the containers as below.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DISPOSAL COST PER UNIT OR PER KG (R – VAT INCLUSIVE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.4 litre square sharps container</td>
<td></td>
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<tr>
<td>2.5 litre square sharps container</td>
<td></td>
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<tr>
<td>4 - 5 litre rectangular shape, horizontal loading sharps container</td>
<td></td>
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<td>6 - 10 litres rectangular shape horizontal loading Sharps Container</td>
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<td>5 litre Pharmaceutical containers with screw cap for liquid</td>
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<td>50 litre Pharmaceutical containers</td>
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<td>20-25 litre HCRW cardboard box</td>
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<td>50 litre HCRW cardboard box</td>
<td></td>
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<tr>
<td>140 litre HCRW cardboard box</td>
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</tbody>
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DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: ..........................................................

2.2 Identity Number: ...........................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder²): ................................

2.4 Company Registration Number: ....................................................................................

2.5 Tax Reference Number: ................................................................................................

2.6 VAT Registration Number: ...........................................................................................

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state?  

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder / member: 
Name of state institution at which you or the person connected to the bidder is employed:
Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?  

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  

YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  

YES / NO
2.9.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

………………………………………………………………
………………………………………………………………
………………………………………………………………

3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
</tr>
</thead>
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</tbody>
</table>
4 DECLARATION

I, THE UNDERSIGNED (NAME)………………………………………………………………………………………………………..

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………..  ..……………………………………………
Signature                           Date

…………………………………..  ..……………………………………………
Position                           Name of bidder

May 2011
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PRICE</strong></td>
<td>80</td>
</tr>
<tr>
<td><strong>B-BBEE STATUS LEVEL OF CONTRIBUTOR</strong></td>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

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

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

### 2. DEFINITIONS

(a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
(b) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) “prices” includes all applicable taxes less all unconditional discounts;

(h) “proof of B-BBEE status level of contributor” means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

<table>
<thead>
<tr>
<th>System</th>
<th>Points Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td>80/20</td>
<td>( P_s = 80 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) )</td>
</tr>
<tr>
<td>90/10</td>
<td>( P_s = 90 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) )</td>
</tr>
</tbody>
</table>

Where

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

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

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

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
</tbody>
</table>
5. **BID DECLARATION**

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

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

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

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

7. **SUB-CONTRACTING**

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

*(Tick applicable box)*

[ ] YES  [ ] NO

7.1.1 If yes, indicate:

i) What percentage of the contract will be sub-contracted: ... %

ii) The name of the subcontractor: ...

iii) The B-BBEE status level of the subcontractor: ...

iv) Whether the sub-contractor is an EME or QSE *(Tick applicable box)*

[ ] YES  [ ] NO

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*OR*

Any EME
8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number: ..........................................................

8.3 Company registration number: ....................................................

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[ Tick APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[ Tick APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution.

WITNESSES
1. ............................................
2. ............................................

SIGNATURE(S) OF BIDDERS(S)
DATE: ............................................
ADDRESS ............................................
............................................
............................................
............................................
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

4.4.1 If so, furnish particulars:

SBD 8

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME)……………………………………………………..  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..................................................  ...........................................
Signature                        Date

..................................................  ...........................................
Position                        Name of Bidder

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a _pe se_ prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:
____________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:
____________________________________________________________________

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____________________________________________________

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   
   (a) prices;
   
   (b) geographical area where product or service will be rendered (market allocation)
   
   (c) methods, factors or formulas used to calculate prices;
   
   (d) the intention or decision to submit or not to submit, a bid;
   
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.
10. 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.

.................................................................  .................................................................
Signature                                  Date

.................................................................  .................................................................
Position                                  Name of Bidder

Js914w 2
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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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices
General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier’s performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
   (i) the name and address of the supplier and / or person restricted by the purchaser;
   (ii) the date of commencement of the restriction
   (iii) the period of restriction; and
   (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

   (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
   (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

   (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
National Department of Health

Sustainable Health Care Waste Management at Health Sites

TECHNICAL SPECIFICATION FOR HEALTH CARE RISK WASTE MANAGEMENT SERVICES

FOR THE

NATIONAL DEPARTMENT OF HEALTH

BID NDOH 23/2017-2018
Technical Specification for Health Care Risk Waste Management Services in Sustainable Health Care Waste Management at Health Sites
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Annexure 3: Coasting
Annexure 4: Estimated Waste Generation
Introduction

This document forms the Bid for the collection, transportation, treatment and disposal of all health care risk waste (HCRW) including products like cosmetics and skin products and other pharmaceutical waste generated at all health sites, including Civitas Building during the rendering of Port Health, Inspectorate and Law Enforcement Services.

Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collection Programme</td>
<td>Means the Contractor’s programme for collecting Waste from the Sites. The programme shall specify days of the week and approximate times that Waste will be collected from each Site.</td>
</tr>
<tr>
<td>Commencement of Services Date</td>
<td>Means the date occurring 60 days after the Bid Date, on which the Contractor shall take responsibility for removing the Waste from all Sites.</td>
</tr>
<tr>
<td>Competent Authority</td>
<td>Means any agency, department, board, committee, governmental body, local authority, court, inspectorate, official regulator, public statutory person or appointee of the Republic (whether autonomous or not) having jurisdiction (whether by virtue of Legislation, delegated authority, customary law or otherwise) over any of the parties hereto, the subject matter of this Bid and/or the performance of any of the parties’ respective obligations under this Bid.</td>
</tr>
<tr>
<td>Bid Date</td>
<td>Means the date on which execution of the Bid commences.</td>
</tr>
<tr>
<td>Bid Period</td>
<td>Means the period from the Bid Date to the date that the Bid expires.</td>
</tr>
<tr>
<td>Controlled Combustion Treatment</td>
<td>Means any method, technique or process to render health care risk waste to flue gases and residues, by means of oxidation at high temperatures. This includes oxidation of waste as well as other thermal treatment processes such as pyrolysis gasification or plasma processes in so far as the substances resulting from the treatment are subsequently incinerated in a secondary chamber.</td>
</tr>
<tr>
<td>Disposable Container</td>
<td>Disposable Containers shall include the following:</td>
</tr>
<tr>
<td></td>
<td>• Sharps Containers, including containers for long sharps;</td>
</tr>
<tr>
<td></td>
<td>• Containers for Chemical Waste and Pharmaceutical Waste;</td>
</tr>
<tr>
<td></td>
<td>• Boxes with red liners for General Infectious Waste, including the biohazardous tape.</td>
</tr>
<tr>
<td>Department’s Representative</td>
<td>Means such party as the National Department of Health may appoint as the Department’s Representative for the purposes of this Bid and notify the Contractor in writing. The Department Representative may include Manager/Supervisors</td>
</tr>
</tbody>
</table>
### Environment

Environment is defined as i) the natural environment, consisting of air, water, land and all forms of life, ii) the social, political, cultural, economic and working context and other factors that determine people’s place in and influence on the environment, and iii) natural and constructed spatial surroundings.

### Exposure

The intake of radiation or pollutant by organisms present in a particular environment (i.e. human, natural), which represents a potential health threat to the living organisms in that environment.

### Extraordinary Items

Disposable items not forming part of the normal daily Waste stream, but with characteristics similar to that of Waste. Any material that has been contaminated by medical waste.

### Good Engineering and Operating Practices

Means (in relation to the performance of any activity, duty, responsibility and/or obligation of the Contractor to which this standard is stated in this Bid to apply) the standards, practices, methods and procedures and the degree of skill, care, diligence, prudence and foresight that would reasonably be expected of a skilled and experienced contractor engaged in the same type of undertaking under the same or similar factual, practical and/or physical circumstances at the time when the relevant decision or judgement is made and/or the relevant act or operation is performed and, without prejudice to the foregoing generality, shall include taking all reasonable steps to ensure that:

- adequate materials, resources and supplies, are constantly available to undertake the Services under normal conditions and reasonably anticipated abnormal conditions;
- sufficient personnel are available and are adequately experienced and trained to transport and handle the Waste and operate the Treatment Plant properly, efficiently and within the manufacturers’ guidelines and specifications and are capable of adequately responding to emergency conditions;
- preventive routine and non-routine maintenance and repairs are performed to the Treatment Plant and the Contractor’s equipment in general, on a basis that ensures reliable and safe operation, and are performed by knowledgeable, trained and experienced personnel using a suitable equipment, tools and procedures;
- appropriate monitoring and testing is done to ensure that all equipment at the Treatment Plant and the Contractors equipment in general, is functioning as designed and to provide assurance that such equipment will function properly under normal conditions;
- appropriate planned procedures are carried out to ensure the proper collection, transport, handling, treatment and
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Integrated Health Care Waste Management</td>
<td>Is a holistic and integrated course of action that specifies the institutional, infra-structural and technological support, as well as human and financial resources required to establish and implement an Integrated Health Care Waste Management Strategy.</td>
</tr>
<tr>
<td>Landfill</td>
<td>To dispose of waste on land, whether by use of waste to fill in excavations or by creation of a landform above grade, where the term 'fill' is used in the engineering sense.</td>
</tr>
<tr>
<td>List of sites/health sites</td>
<td>See Annexure 1 [List of health sites including Civitas Building] of the Project Specification.</td>
</tr>
</tbody>
</table>
| 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. |
| Monthly Waste Collection Payment | Means:  
- The total mass (including Disposable Container mass where applicable) of Waste Collected, transported, Treated and disposed of, \[ \text{minus} \]  
- The sum of all Penalties deductible for the relevant month |
| Monthly Report | Has the meaning given to it in Section 11.2.2 of this Project Specification. |
| NDOH | National Department of Health of the Republic of South Africa. |
| Non-Combustion Treatment | Means any method, technique or process for microbial inactivation or for otherwise altering the biological, chemical or physical characteristic of Waste so as to render the Waste unrecognisable and in order to reduce the hazards it presents, and facilitate disposal by any means of technology which does not constitute controlled combustion treatment, including but not
| **Necessary Consents** | limited to autoclave treatment; all consents, licences, certificates, authorisations, permissions, approvals and permits of any Competent Authority and/or Interested Party that are necessary for the lawful performance of the Services and/or any of the Contractor’s other obligations under this Bid. |
| **Penalties** | Means imposing of a financial liability on the Contactor when Service Failures occurred during the execution of the Bid that was reported manager or supervisor of any particular Site. Penalties are deducted from the monthly payment certificate if upheld by the Department’s Representative in accordance with Section 14.1 of the Specification. |
| **Registration Sheet** | Means the documentation required for the detailed recording of Waste collection from individual Sites during each collection round. |
| **Rollout** | Means for each Site the process of implementing the Waste Management System. |
| **Rollout Completion Date** | Means the date occurring 6 months after the Bid Date. |
| **Rollout Period** | Means the period from the Commencement of Services Date to Rollout Completion Date. |
| **Region Rollout Plan** | Means a detailed strategy for the systematic implementation of the Waste Management System at all Points of entry within a particular Region. |
| **Scheduled Substances** | Means Medicines prescribed by the Minister of Health under Section 22A of Medicines and Related Substances Control Act, Act 101 of 1965. |
| **Segregation** | The systematic separation of solid waste into designated categories of HCGW and HCRW. |
| **Service Failure** | Means the Contractor’s failure to comply with certain requirements of the Bid. |
| **Services** | Means the services, duties and obligations to be fulfilled by the Contractor in accordance with this Project Specification throughout the Services Period. |
| **Services Period** | Means the period from the Commencement of Services Date to the expiry of the Bid. |
| **Site/ health sites** | Means a point of entry where Health Care Risk waste is generated including Civitas Building |
| **Sites Manager and or Assistant Manager: Pollution Control** | Means for each Site a person appointed and authorized to verify and sign the Registration Sheet, also being the Contractor’s contact person at Site level. |
| **Sites Rollout Plan** | Means a detailed strategy for the systematic implementation of the Waste Management System at individual Sites. |
### Statutory Requirements
- **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 NDOH;

### Transporter
- **Transporter**: A person, organization, industry or enterprise engaged in or offering to engage in the transportation of Waste. For the purpose of this bid a transporter shall be registered with the Department of Environmental Affairs and Tourism and Department of Transport.

### Treatment
- **Treatment**: Means any method, technique, or process designed to change the biological character or composition of any Waste so as to eliminate its potential for causing disease, pollution impact on the environment and risk to health.

### Treatment Plant
- **Treatment Plant**: Means the plant or plants used by the Contractor to Treat the Waste.

### Unit Price
- **Unit Price**: Means the price for collecting, transporting, treating, disposal and training and shall be per Kilogram Pricing Structure.

### Unplanned Outage
- **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**: Waste shall, for the purpose of this Bid, be considered to include:
  - General Infectious Waste;
  - Sharps Waste;
  - Chemical Waste (including cosmetics, skin products and Tobacco Product)
  - Pharmaceutical Waste

### Waste Collection Point
- **Waste Collection Point**: Means for each Site, the location at which the Waste is delivered to, by the sites, in Disposable Containers and where the Contractor assumes responsibility of the Waste. The Contractor shall during its Rollout establish, in consultation with each Site, the location of each Waste Collection Point.

### Waste Management
- **Waste Management**: All activities, administrative and operational, associated with the handling, transport, storage, treatment and disposal of Waste. For the purpose of this tender it will also include the supply, distribution and maintenance of all disposable as well as re-usable containers.

### Waste Management System
- **Waste Management System**: Means collectively the supply of Disposable Containers, supply of Re-usable Containers, the Collection, Transport, Treatment, disposal and training specified in the Project Specification.
Waste Vehicles: Means the vehicles used by the Contractor to transport Waste.

List of Acronyms

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPI</td>
<td>Consumer Price Index.</td>
</tr>
<tr>
<td>DEA</td>
<td>Department of Environmental Affairs</td>
</tr>
<tr>
<td>DG</td>
<td>Director General of the National Department of Health</td>
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<tr>
<td>DoT</td>
<td>Department of Transport.</td>
</tr>
<tr>
<td>DWS</td>
<td>Department of Water and Sanitation.</td>
</tr>
<tr>
<td>HCRW</td>
<td>Health Care Risk Waste.</td>
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<tr>
<td>HCW</td>
<td>Health Care Waste.</td>
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<tr>
<td>HCWM</td>
<td>Health Care Waste Management.</td>
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<tr>
<td>HDPE</td>
<td>High Density Poly Ethylene.</td>
</tr>
<tr>
<td>I&amp;AP's</td>
<td>Interested and Affected Parties.</td>
</tr>
<tr>
<td>NDoH</td>
<td>National Department of Health.</td>
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<tr>
<td>NEMA</td>
<td>National Environmental Management Act.</td>
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<tr>
<td>NGO</td>
<td>Non-Governmental Organisation.</td>
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<td>NWMS</td>
<td>National Waste Management Strategy.</td>
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<tr>
<td>OHS</td>
<td>Occupational Health and Safety.</td>
</tr>
<tr>
<td>PE</td>
<td>Polyethylene.</td>
</tr>
<tr>
<td>PHS</td>
<td>Port Health Services</td>
</tr>
<tr>
<td>PP</td>
<td>Polypropylene.</td>
</tr>
<tr>
<td>PPE</td>
<td>Personal protective equipment.</td>
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<tr>
<td>PPI</td>
<td>Production Price Index.</td>
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<tr>
<td>PVC</td>
<td>Polyvinyl Chloride.</td>
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<tr>
<td>RSA</td>
<td>Republic of South Africa.</td>
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<tr>
<td>SA</td>
<td>South Africa.</td>
</tr>
<tr>
<td>SABS</td>
<td>South African Bureau of Standards, trading as SABS.</td>
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<tr>
<td>SANS</td>
<td>South African National Standards.</td>
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<tr>
<td>WHO</td>
<td>World Health Organisation.</td>
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<tr>
<td>WIS</td>
<td>Waste Information System.</td>
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</table>

Scope of supply

The Services
The objective of this bid will be to collect, remove, treat and dispose of HCRW from health sites inclusive of confiscated or detained items destined for treatment and disposal. At such health sites, HCRW will be containerized by the health staff in appropriate disposable containers, depending on the type of HCRW to be collected.

The contractor shall collect, transport, treat and dispose of all HCRW and chemicals (including products like cosmetics and skin products) and or pharmaceutical waste derived from imports and or exports or which were detained or confiscated by Authorized Health Officials.

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

The scope of supply for the Services shall be for the duration of the Contract Period, in general terms include the provision by the Contractor of all plant, equipment (including maintenance thereof), personnel, activities, services, know-how and expertise necessary to safely and efficiently collect and remove all HCRW from identified health sites (Annexure 1), treat and dispose of the residues.

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

- Supply and distribution of all Disposable Containers required to safely collect and remove the HCRW from all health sites in the Country;
- Collection of HCRW from all health sites in the country;
- Transportation of the HCRW from all health sites in the country to the waste treatment facility (Treatment Plant);
- Interfacing with the health sites in securing a safe and efficient removal of HCRW as well as the supply and distribution of Disposable Containers;
- Provision and/or securing of sufficient and suitable treatment capacity at a waste treatment facility (Treatment Plant), together with staff, consumables, know how and approvals necessary for Treatment of HCRW;
- Treatment of all HCRW collected from the health sites;
- Transport of Residues to an appropriately developed, licensed, and operated waste disposal facility (landfill);
- Reporting to the Department’s Representative;
- Convening and attending meetings and liaising with the Department's Representative;
- Obtaining all Necessary Consents prior to commencing the Services and maintaining such Necessary Consents throughout the Services Period.

The Health Sites

The health sites to be serviced by the Contractor under this Bid are Land Borders, Airports, Harbors, Inland Ports (City Deep) and National Department of Health-Civitas Building. The Contractor shall service all health sites that are included in the List of Health sites (Annexure 1). The Contractor will throughout the Bid Period have exclusive right for the supply of all Disposable Containers used for
HCRW as well as the collection and treatment of HCRW generated by any of the health sites presented in Annexure 1.

Where health sites are commissioned or where existing health sites are shut down, Annexure 1 shall be amended by the NDoH during the Bid Period. The NDoH shall give the Contractor written notice of any amendments to Annexure 1. The Contractor shall upon receiving such notice, liaise with the health sites added to the list and arrange with the NDoH and the health site for the commencement of Services at those health sites. Likewise, the Contractor shall in consultation with the NDoH and the health site terminate its Services to the health sites that may be removed from the list.

The Waste

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

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

- Infectious Waste;
- Sharps Waste;
- Chemical Waste including Cosmetics, Skin Products and Tobacco products
- Pharmaceutical Waste

General Infectious Waste

General Infectious Waste includes HCRW, other than Sharps Waste and Pathological Waste, which is suspected to contain pathogens and normally causes, or significantly contributes to the cause of increased morbidity or mortality of human beings.

Sharps Waste

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

- Hypodermic needles, syringes, blades, and needles with or without attached tubing; and
- Broken glass items, such as Pasteur pipettes and blood vials contaminated with infectious materials.
- Stitching materials
- Medicine vials and tubes
- Medicine in glass containers
- Intra venous lines

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

Chemical Waste
Is waste containing any chemical substances disinfectants that are expired or condemned; Chemical Waste includes expired pharmaceuticals, confiscated tobacco products cosmetics or skin products (which includes all kinds of substance or product used to beautify and fragrance the body) and other chemical waste generated at the health Sites. Chemical Waste includes liquids and solids and can include flammable substances.

3.7 Pharmaceutical Waste

Means waste containing pharmaceuticals and it includes expired, unused, spilt and contaminated pharmaceutical products, drugs, vaccines and sera that are no longer required and need to be disposed of appropriately. The category also includes discarded items used in the handling of pharmaceuticals such as bottles or boxes with residues, gloves, masks, connecting tubing and drug vials.

3.8 Waste Segregation and containerisation

3.8.1 General Infectious Waste

General Infectious Waste will be collected in liners and containerized in the disposable Containers by the staff at the health sites prior to the Contractor collecting the HCRW.

3.8.2 Sharps Waste

Sharps Waste will be containerized in disposable Sharps Containers by the staff at the health sites prior to the Contractor collecting the HCRW.

3.8.3 Chemical Waste

In General Chemical Waste shall be placed at the Waste Collection Point by the staff at the health site in disposable Containers marked as “Chemical Waste.”

3.8.4 Pharmaceutical Waste

Pharmaceutical waste will be segregated, containerised and clearly marked, thereby enabling the Contractor to comply with the legislated requirements during the handling, treatment and disposal of pharmaceutical Waste.

Chemical (tobacco products, cosmetics and skin products) may already have been accumulated at some sites at the Commencement of Services Date. The Contractor shall collect, transport, Treat and dispose of all accumulated chemical within the first 6 months of the Services Period.

Supply of Disposable Containers

The Contractor shall as part of its obligations, throughout the Services Period, supply and distribute Disposable Containers for each of the health Sites. Disposable Containers shall include the following:

- Sharps Containers, including containers for long sharps;
- Containers for Chemical and Pharmaceutical Wastes;
- Boxes with Red liners for General Infectious Waste, including the biohazardous tape;
Disposable Containers shall be supplied and delivered to the health sites by the Contractor, upon the Contractor receiving an order from the Department's Representative, specifying types and quantities.

Disposable Containers shall comply with the specifications provided in Annexure 2 [Specifications for Disposable Containers].

**Distribution of Disposable Containers**

The Contractor shall deliver all Disposable Containers ordered to the individual health sites within 7 working days from receipt of a written order. Failure to do so shall constitute a Service Failure.

**Disposable Containers delivery point**

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

5  **Collection of the Waste**

The health Site is responsible for the collection and the internal transport of the containerized HCRW from different points, to the Waste Collection Point.

The Contractor shall ensure that no HCRW is left unattended between the time when it is removed from the Waste Collection Point and the time when it was delivered to the waste treatment facility (Treatment Plant). The Contractor shall ensure that the waste is delivered to the waste treatment facility (Treatment Plant) within 48 hours of it removal from a health Site.

The Contractor shall collect the HCRW from the health sites in accordance with the Collection Programme/ request. The Contractor shall notify the affected health sites and the Department’s Representative of changes to the Collection Programme, one (1) week prior to such changes taking effect.

Waste collection vehicle drivers or alternatively the office of the contractor must be in direct communication with the health sites on any delays in collection times that may result from breakdowns or emergency situations.

5.1  **Waste Collection Point**

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

The Waste Collection Point/swill generally be a storage room at the identified health site, Annexure, 1 to which the health sites are to deliver the HCRW in disposable containers. The Contractor shall during the Rollout Period liase with each health site and establish the location of the Waste Collection Point(s), make arrangements for Waste collection personnel to gain access to such Waste Collection Point/s.
The Waste shall become the Contractor’s responsibility once it has been removed from the Waste Collection Point/s.

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

5.2 Frequency of Waste Collection

The Contractor shall observe the following minimum frequencies for Waste collection:

<table>
<thead>
<tr>
<th>Type of Facility</th>
<th>Collection Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port Health Clinics</td>
<td>Quarterly/Per request</td>
</tr>
<tr>
<td>Land Borders</td>
<td>Quarterly/Per request</td>
</tr>
<tr>
<td>Airports</td>
<td>Quarterly/Per request</td>
</tr>
<tr>
<td>Harbors</td>
<td>Quarterly/Per request</td>
</tr>
<tr>
<td>Inland Ports (City Deep)</td>
<td>Quarterly/Per request</td>
</tr>
</tbody>
</table>

5.3 Weighing of the Waste

The Contractor shall provide a suitable calibrated scale for weighing of the HCRW at the time of collection from each health site.

5.3.1 Calibration of Scales

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

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

5.3.2 Weighing discrepancies

The weighing of the Waste performed at the health site under the supervision of the site supervisor shall form part of the basis for payment for the collection, transport, treatment and disposal of the HCRW. To minimize the risk of human error during mass data recording when the HCRW is collected from the health sites, preference is to be given to the electronic recording and transfer of data, provided that verification and authorization of the recorded masses can still be done by the site Manager or Supervisor or its representative. NDoH will seek a reliable data recording system capable of electronic transfer of data.
5.4 Recording of Waste collected

The Contractor 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 HCRW collected, the Contractor shall issue a recording sheet containing the following information:

- Waste categories, i.e. General Infectious Waste, Pharmaceutical Waste or Chemical Waste;
- Time and date of collection;
- Driver details;
- Details of site representative witnessing the waste collection;

The recording sheet shall be issued in triplicate at the time and place of Waste collection, with each copy signed by the site Manager or Supervisor and the Contractor. One signed copy of the Recording Sheet shall be retained by the site Manager or Supervisor before the Contractor leaves the health sites.

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

6 Transport

6.1 Requirements for transportation

The Contractor shall transport all HCRW from the Waste Collection Point/s at the health sites to the waste treatment facility (Treatment Plant).

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

6.2 Requirements for the Waste Vehicles

The Contractor 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 HCRW and may not be used for any other purposes.

All Waste Vehicles shall comply to meet the standards laid down by the National Road Traffic Act, 1996 (Act 93 of 1996), as well as any Necessary Consent.

Access to the Waste Vehicle’s loading compartment shall be safe and unobstructed, thus ensuring easy access for the Contractor’s staff. Lifting tailgates are to be used for the loading and off-loading of the disposable containers from Waste vehicles.

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

The inner surface of the Waste 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 drivers cabin and load compartment, designed to retain the load, in order to protect the driver, should the vehicle be involved in an accident.

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

7 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 or the environment.

The treatment of waste shall further prevent any intentional or unintentional re-use of objects such as syringes, sharps etc. by completely or partly destroying these objects and rendering it harmless to humans or the environment.

The Contractor shall ensure the treatment of the waste from all health sites in the country in accordance with the appropriate legislation and the Necessary Consents.

7.1 Requirements for Treatment

Treatment is not required for Chemical Waste, provided that it is disposed of at a licensed waste disposal facility (hazardous waste landfill) in accordance with the appropriate legislation and the Necessary Consents.

7.2 Handling and storing of Waste at the Treatment Plant

The procedures and equipment for unloading the HCRW shall be designed to minimize the manual handling required.

8 Residue disposal

The Contractor shall be responsible for the disposal of all residues from the treatment of the HCRW. The residues shall be disposed of in accordance with the Necessary Consents and the Statutory Requirements.

The method of transportation of the residues selected by the Contractor shall be compatible with the type of residues generated to ensure that no danger, nuisance or inconvenience is caused to people at or near the Treatment Plant, along any of the transportation routes or at the waste disposal facility (landfill) used for disposal of the residues. The Contractor shall ensure that the transportation and disposal of the residues is conducted in accordance with Good Engineering and Operating Practices.
The Contractor shall obtain a certificate from the Site Manager or Operator of the waste disposal facility (landfill) used for disposing of the residues, stating the time, date and mass of residues delivered to the waste disposal facility (landfill).

9 Rollout

9.1 Rollout Period

The Contractor assumes responsibility for collecting, removing, treating and disposing of the HCRW from the Commencement of Service Date. The first six months following the Commencement of Services Date is designated the Rollout Period.

The Contractor shall during the Rollout Period gradually phase in the Waste Management System at all the health sites. The Waste Management System shall be fully implemented at all the health sites in the country by the Rollout Completion Date. Failure to achieve full implementation by the Rollout Completion Date shall constitute a Service Failure. The Waste Management System shall be fully implemented at all the health sites in the country by the Rollout Completion Date. Failure to achieve full implementation by the Rollout Completion Date or failure to apply for extension thereof if full implementation by the Rollout Period would not be achieved shall constitute a Service Failure. The Waste Management System shall be deemed to be fully implemented when all the HCRW is collected and transported.

9.2 Rollout at each Health Site

The Contractor’s obligations during Rollout at each health site shall comprise:

- Liaising with Site Managers or Supervisors to keep them informed of plans, programmes and progress throughout the Rollout Period;
- In co-operation with the Site Manager or Supervisor ensure that an appropriate Waste Collection Point/s is/are available.
- Submitting to the Site Manager or Supervisor, with a copy to the Department’s Representative, a programme for the collection of the HCRW from the health site. The programme shall specify the specific weekdays and approximate times on which the HCRW shall be collected;
- Supply and monitoring of distribution of Disposable Containers; and
- Implementation of waste recording and tracking systems.

9.3 Consultancy during the Rollout Period

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

- Survey each health site to determine quantities and types of Disposable Containers needed;
- Identify a mechanism to ensure the distribution of new equipment at each health site and to ensure adequate stock levels
- Assist the health sites to determine appropriate internal collection routines for high and low risk areas. Advise the health sites on the use of intermediate and central storage areas; and
- Liaise with the health sites regarding waste collection times and Disposable Container delivery times (if different) by the Contractor;

10 Handover of services

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

The Handover Period is the last 2 months of the Contract Period.

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

The Contractor shall, no later than the first day in the Handover Period, submit the following to the new contractor:

- Lists with names and contact details of all Site Manager or Supervisors for the respective health sites,
- Lists with details on all Waste Collection Point/s;
- Most recently updated Collection Plan;
- Details of route planning for the Contractor’s Waste Vehicles;
- Statistics on average monthly consumption for each of the different Disposable Containers supplied to the respective sites.

11 Communications

11.1 Meetings

Bi-Weekly Project Meetings will be held between the Department’s Representative and the Contractor during the Rollout period, where after the Contractor will report on monthly basis to the Cluster: Environmental Health and Port Health Services for the remainder of the Contract Period.

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

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

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

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

11.2.1 Annual Report

An Annual Report, primarily consisting of a summary of the monthly reports, is to be prepared and delivered to the Department’s Representative. The following is to be used as an outline of the issues to be addressed in annual reports, where it was not already included in the monthly reports.

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

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

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

Organization:

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

Health and Safety:

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

Operational report:

- A record of the Disposable Containers delivered with information on type and numbers for each health site;
• A record of the HCRW collected with information about weight and volume for each HCRW category collected from the various health sites in the country, as well as details on the destination of the HCRW;
• Graphs indicating container supply trends on a monthly as well as an annual basis (based to all previous information generated under this Bid);
• Graphs indicating Waste generation trends on a monthly as well as annual basis (based to all previous information generated under this Bid);
• A record of the various HCRW categories treated and waste treatment facilities (Treatment Plants) used with information about mass and volume for each type of HCRW and destination of the residues;
• Graphs indicating treatment trends on a monthly as well as an annual basis for each HCRW Category (based to all previous information generated under this Bid);
• Overview of strengths and weaknesses in Disposable Container ordering and delivery system;
• Overview of strengths and weaknesses in waste collection and transport;
• The Contractor’s Services Failures including a summary of deductions imposed during the year under consideration;
• Operational failures by interfacing parties like subcontractors and suppliers;
• Operational failures by the Department, e.g. late payments; and
• Operational failures by sites, e.g. overloading of containers.

Financial Report:

• A financial review of expenditure during the previous year broken down according to different health sites and different components of the services; and
• Price Adjustment Factors during the previous year;

Environmental Report:

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

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

11.2.2 Monthly Report

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

Each Monthly Report during the Services Period shall cover one Month, and start on the 1st day of such month. The first Monthly Report shall cover the period from the Commencement of Services Date up to the end of the calendar month in which the Commencement of Services Date occurs.

In any event each Monthly Report shall inter alia include:
• A record of the Disposable Containers delivered with information about type and quantity for each health site;
• A record of the HCRW collected with information on weight and volume for each category of HCRW collected from the various health sites, as well as the destination of such HCRW;
• A financial review to include cash flow for each health site;
• Advice on problems encountered specifically as they relate to the standards and quality of Services;
• Advice and directives required from the Department and/or the Department’s Representative;
• A summary of incident reports submitted during the previous month, as well as the measures taken to rectify the situation and to prevent a reoccurrence of such incidents;
• Any health and safety matters; 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.

11.2.3 Incident Report

Incident reports shall be issued by the Contractor to the Department’ Representative in the event of any emergency leading to accumulation of HCRW at any health site or waste treatment facility (Treatment Plant), other events that affect the obligations of the Contractor or the Department under this Bid, as well as health and safety related incidents.

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

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

If the Contractor fails to report on all the activities mentioned under Section 14.2 it shall constitute a Service Failure.

11.3 Inspections

The Contractor shall at all times provide the Department's Representative and/or Site Manager or Supervisor, with adequate and prompt assistance in the execution of their duties of monitoring and inspecting the Service delivery. To this end experienced personnel shall be available on request to assist the Department's Representative. The Contractor shall also provide the Department's Representative, with safe access for inspection of any location or vehicle used by the Contractor to render the Services. If the Contractor fails to provide access for inspection of any location or vehicle used by the contractor to render the service it shall constitute a Service Failure.
12 Back-up arrangements

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

The back-up arrangements shall ensure that the HCRW is stored in a manner avoiding odour problems as well as health and safety hazards and in accordance with the Necessary Consents. The availability of back-up Waste vehicles during routine maintenance of the Waste Collection fleet would not be considered justification by the Contractor for requesting increased Waste collection shifts from the health sites.

Labour unrest or strikes shall not be considered to be reason for any shortage in the delivery of disposable containers, or any build-up of Waste at the health sites or alternatively any backlog in the treatment of Waste at the waste treatment facility (Treatment Plant).

13 Health and Safety

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

The Contractor is to submit copies of its operational health and safety plan that shall be designed to ensure the health and safety of any persons involved in or affected by the management of the HCRW. The Contractor will be liable for any damage to property or injury to the Contractor's personnel, it's subcontractor's personnel, personnel from other contractors, members of the public, resulting from any activities related to the collection and removal of HCRW from the health sites by the Contractor. General compliance with the stipulations of the Occupational Health and Safety Act and Regulations (Act No. 85 of 1993), and in particular with Section 37 (2), will be required throughout the Bid Period.

The Contractor shall in its Health and Safety Plan describe the vaccination programme that is implemented for all workers, as well as the antiretroviral treatment that will be available to workers in the event of needle stick injuries. Daily records of the Contractor's, as well as subcontractor's, employees Waste handling operations should be kept and all occupational health and safety incidents that may have been experienced during the day is to be reported, particularly with respect to any needle stick injuries or other abrasions of the skin.

The Contractor 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.

14 Payment for Services and Supplies

In consideration of the Contractor providing the Services in accordance with the terms of this Contract the Department shall, throughout the Service Period, pay the Contractor in accordance with the per
Kilogram Pricing Structure (includes Collection, Transport, Treatment and Disposal of the HCRW). Payment of services and supplies will be 30 days from date of invoice. All of the above should be calculated inclusive of VAT.

14.1 Penalties

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

<table>
<thead>
<tr>
<th>Service Failure</th>
<th>Penalty amount (VAT and escalation excluded)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Contractor fails to supply a health site with Disposable Containers that are compliant with the Project Specification, within 7 days of the Contractor receiving an order for such Disposable Containers.</td>
<td>R 2 000-00 per incident.</td>
</tr>
<tr>
<td>The duration of an Unplanned Outage exceeds 2 weeks, or such Unplanned Outage is occurring more than once in every 3 months.</td>
<td>R 5 000-00 per day that the duration of the Unplanned Outage exceeds 2 weeks.</td>
</tr>
<tr>
<td>The Contractor fails to immediately remove a spillage at a Waste Collection or loading Point during collection.</td>
<td>R 3 000-00 per incident.</td>
</tr>
<tr>
<td>The Contractor fails to remove Waste from the Waste Collection Point/s within the maximum allowable storage time of that waste being placed at the Waste Collection Point/s, or exceeding the frequency allowed for that particular health site.</td>
<td>R 3 000-00 per day</td>
</tr>
<tr>
<td>The Contractor fails to deliver the HCRW to the waste treatment facility (Treatment Plant) within 48 hours after it has been removed from a health site.</td>
<td>R 2 000-00 per incident.</td>
</tr>
<tr>
<td>The Contractor fails to immediately remove a spillage that occurred during transportation of the HCRW.</td>
<td>R 2 000-00 per incident.</td>
</tr>
<tr>
<td>The Contractor fails to achieve a full implementation of the Waste Management System by the Roll Out Completion Date.</td>
<td>R 2 000-00 per day until the Waste Management System is deemed fully Implemented.</td>
</tr>
<tr>
<td>The Contractor fails to attend or be appropriately represented at the project meetings.</td>
<td>R 2 000 per incident</td>
</tr>
</tbody>
</table>

Penalties for Service Failures will be instigated by Site Manager or Supervisor of the health site affected by the Service Failure. Where the Contractor believes that the Service Failure for which he / she is penalized was as a result of circumstances or conditions beyond his / her control, a written submission can be made to the Department’s Representative. Having investigated the matter, the Department’s Representative will make a ruling on the matter as to whether the penalty will be upheld, or whether it is to be waived. Should the Contractor not be satisfied with the ruling of the Department’s Representative, the Contractor has the right to take further action for dispute resolution as allowed for in the General Conditions of Tender, Bid and Order.
Annexure 2

SPECIFICATIONS FOR NON-REUSABLE OR DISPOSABLE CONTAINERS

1. General requirements for non-reusable or disposable containers

Each Health site shall determine the type of non-reusable or disposable containers that shall best meet their particular needs or requirements.

1.1 General requirements for all non-reusable or disposable containers

All non-reusable or disposable containers shall adhere to the following design requirements unless otherwise required:

a) All containers shall be rigid, puncture-proof, leak resistant, tamper-proof and clearly marked as described below;
b) All containers shall allow for nesting in the unassembled state for effective transport and storage of empty containers;
c) All containers shall preferably be stackable in the assembled state and preferable in modular fashion for the different sizes of containers to allow for effective storage and transport of full containers;
d) All containers shall allow for easy and safe assembling (e.g. fitting the lid tightly onto the container);
e) The mechanical stability of all containers empty as well as full, when standing and whilst being moved or transported, shall be ensured for all containers, with the exception of the Type F containers for which this requirement will only apply when in an upright static state;
f) All handles or any other integral carrying feature shall not interfere with the placement of any type of health care risk waste (HCRW) into the container and shall not be part of the closure device;
g) All containers shall be designed to avoid overfilling and protruding HCRW and also allow for easy and safe assembling; and
h) Be fitted with sequential bar coded stickers so that they can be tracked.

1.2 General requirements for material to be used during manufacturing of non-reusable or disposable containers unless otherwise specified

The specifications for all non-reusable or disposable containers are guided by SANS 10248–1:2008 and SANS 452:2008:

All containers and any integral part of the container (such as handles or carrying apertures) must be manufactured from polypropylene or alternatively polyethylene;

a) The material shall be penetration resistant as per the SANS Code 452:2008; and
b) Ink colours and dyes must be free of heavy metals.
1.3 General non-reusable or disposable container markings requirements unless otherwise specified

a) All labels on the disposable containers shall be clearly visible when stacked with other packaging.
b) All containers to be fitted with sequential bar coded stickers so that they can be tracked.
c) If tested in accordance with SANS 452:2008, the labels or markings on the outer container shall remain distinct, easily legible, free from smudges and without significant colour changes. The labels shall remain affixed to the container.
d) The background of the labels shall be of the colour that contrasts with the surface area immediately surrounding the label.
e) Wording on the label shall contrast with the background of the label. The label shall be of one size, style, layout and clearly legible.
f) Where wording is imprinted as part of the design such should be legible and not be of the same colour as the container.
g) The sizes of hazard labelling shall be as specified in SANS 10248-1:2008.
h) *The international infectious hazard label given in SANS 10229–1:2010 for the transport of infectious substances.*
i) All containers shall be labelled at least in English.

2. SHARPS CONTAINERS

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

2.1 Range of sharps containers required

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1.4 litre square sharps container [Yellow]</td>
</tr>
<tr>
<td>B</td>
<td>2.5 litre square sharps container [Yellow]</td>
</tr>
<tr>
<td>C</td>
<td>4 - 5 litre rectangular shape, horizontal loading sharps container [Yellow]</td>
</tr>
<tr>
<td>D</td>
<td>6 - 10 litres rectangular shape horizontal loading Sharps Container (Yellow);</td>
</tr>
<tr>
<td>E</td>
<td>20 - 25 litres Rectangular containers for vials and other clinical glass contaminated with hazardous residue (Yellow)</td>
</tr>
<tr>
<td>F</td>
<td>Tall slim sharps container with a minimum height of 900-mm and a minimum diameter of 150-mm for long Sharps HCRW (Yellow)</td>
</tr>
</tbody>
</table>
2.2 Non-reusable or Disposable Sharps Container design requirements

In general, the specifications for the design of disposable sharps containers were based on the SANS 452:2008 Edition 1, and where applicable, specific references have been given. Contractors must refer to these standards for further clarity.

The design of the sharps containers shall be tested by an accredited testing facility for compliance with SANS 10229-1:2010 and the requirements described in Sections 4.10, 4.11 and 4.12 of SANS 452:2008. Written proof of compliance shall be submitted to the Department’s Representative together with the range of each type of sharps container tested.

The design of the sharps containers shall meet the following requirements:

a) The colour of the sharps containers shall be predominately yellow in accordance with SANS 10248–1:2008;
b) Sharps containers shall be designed to allow for disposal of needle and syringe as one unit;
c) Sharps containers shall be designed to reduce the risk of spillage of contents in the event of tipping or dropping of sharps containers, preferable by an automatic obstruction of the aperture when not in the upright position.

2.3 Additional sharp container markings requirements

The sharps containers shall be labelled in size relative to the size of the containers so as to visibly display the following:

- The word "DANGER - CONTAMINATED SHARPS "
- The code ‘UN 3291 ERG 158-6.2” as indicated in Annexure A of SANS 10232-2.
- The total nominal capacity (TNC) of the container in litres.
- The FC (Fill Capacity) indicator, which shall be as a minimum 35 mm below the level of the aperture of the container.
- The container for the vials and other clinical glass shall have the words “CLINICAL GLASS ONLY”.

<table>
<thead>
<tr>
<th>Net volume of containers (litre)</th>
<th>Minimum Label Size (mm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤ 0.5</td>
<td>15 x 15</td>
</tr>
<tr>
<td>&gt; 0.5 but ≤ 5</td>
<td>20 x 20</td>
</tr>
</tbody>
</table>

3. CHEMICAL (PHARMACEUTICAL) HCRW CONTAINERS

The contractor shall collect chemical/pharmaceutical:

a) To ensure that all expired and unusable medication including confiscated cosmetic and skin products is disposed of in accordance to the specified requirements;
b) **Special precautions as defined in the Medicines Control Council (MCC) guidelines must be taken into consideration for the containment of pharmaceutical HCRW consisting of unused, expired or contaminated medicines to prevent theft and the illegal distribution of such;**

c) **To ensure that the disposal of medication is conducted in such a manner that it shall not be retrievable; and**

d) **To minimise the risk to the environment and public health.**

### 3.1 Range of Pharmaceutical HCRW containers required

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>5 litre Pharmaceutical containers with screw cap for liquid (minimum opening diameter of 110 mm) [Dark Green];</td>
</tr>
<tr>
<td>S</td>
<td>20 - 25 litre Pharmaceutical containers [Dark Green];</td>
</tr>
<tr>
<td>T</td>
<td>50 litre Pharmaceutical containers [Dark Green];</td>
</tr>
</tbody>
</table>

### 3.2 Material to be used in manufacturing of Pharmaceutical HCRW containers:

a) Pharmaceutical containers must be manufactured from high-density polyethylene or polypropylene.

### 3.3 Pharmaceutical HCRW Container markings

a) Pharmaceutical containers shall include suitable warning signage, the international biohazards symbol as detailed in SANS 10248-1:2008, together with the text "PHARMACEUTICAL WASTE – SCHEDULES 1 - 4" or “PHARMACEUTICAL WASTE – SCHEDULES 5 & 6” in clear legible letters.

### 4. DISPOSABLE HCRW CARDBOARD BOXES

#### 4.1 Range of disposable HCRW cardboard boxes required:

The following generic types of cardboard box units must as a minimum form part of the supply made available for ordering by the Health sites:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CC</td>
<td>20-25 litre HCRW cardboard box [Plus 30 lt liner, 40 µm, Red and lid]</td>
</tr>
<tr>
<td>DD</td>
<td>50 litre HCRW cardboard box [Plus 50 lt liners, 60 µm, Red and lid]</td>
</tr>
<tr>
<td>EE</td>
<td>140 litre HCRW cardboard box [Plus 85 lt liner, 80 µm, Red and lid]</td>
</tr>
</tbody>
</table>
All cardboard boxes must be provided as a unit. A unit consists of a box, lid and one red liner of the specific microns as stipulated per container size in the summary of liners. Cardboard boxes must be double walled with an inlay or flute in the middle (3mm) to strengthen the box. The outer body of the box must be white and provided with the bio-hazardous sign and appropriate signage in red.

**Tape specification:** A broad 50-mm white polyethylene tape provided with non-hazardous glue on the one side. The bio-hazardous sign shall be in red ink, printed not nearer than ± 50 mm from the previous sign, and not further than ± 150 mm from the previous sign. The tape shall be provided in lengths of at least 5 m. Usage can be calculated as 1 roll per 10 disposable cardboard boxes. Tape that has a poor adhesive factor will not be accepted. The tape shall be provided for sealing of cardboard boxes at no additional cost to the Department. Should any of these specifications not be adhered to, it will be deemed a service failure.
## ESTIMATED GENERATION OF WASTE

<table>
<thead>
<tr>
<th>Current accumulated waste</th>
<th>Estimated waste per Quarter</th>
<th>Collection Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>370kg</td>
<td>115kg</td>
<td>Lebombo Land Border</td>
</tr>
<tr>
<td>405kg</td>
<td>53</td>
<td>Oshoek Land Border</td>
</tr>
<tr>
<td>0 KG</td>
<td>200 Kg</td>
<td>Pilannesberg International Airport</td>
</tr>
<tr>
<td>0 kg</td>
<td>+150kg</td>
<td>Beitbridge Land Border</td>
</tr>
<tr>
<td>800kg</td>
<td>+50kg</td>
<td>Groblersbridge Land Border</td>
</tr>
<tr>
<td>50kg</td>
<td>10 kg</td>
<td>Polokwane International Airport</td>
</tr>
<tr>
<td>20 kg</td>
<td>5 kg</td>
<td>Kosi Bay Land Border</td>
</tr>
<tr>
<td>5000 kg</td>
<td>50 kg</td>
<td>Golela Land Border</td>
</tr>
<tr>
<td>15 kg</td>
<td>10 kg</td>
<td>Port Health Office International Arrival Hall Cape Town International Airport</td>
</tr>
<tr>
<td>125 kg</td>
<td>10 kg</td>
<td>9th Floor Customs House Heerenrant Street Foreshore Cape Town</td>
</tr>
<tr>
<td>12.5 kg</td>
<td>2.5 kg</td>
<td>Lanseria Int Airport</td>
</tr>
<tr>
<td>50 kg</td>
<td>10 kg</td>
<td>City Deep Container Depot</td>
</tr>
<tr>
<td>2400 kg</td>
<td>400 kg</td>
<td>O R Tambo International Airport</td>
</tr>
<tr>
<td>0 Kg</td>
<td>5 Kg</td>
<td>Bram Fischer International Airport</td>
</tr>
<tr>
<td>15 Kg</td>
<td>25 Kg</td>
<td>Maseru Bridge Land Border</td>
</tr>
<tr>
<td>20 Kg</td>
<td>30 Kg</td>
<td>Ficksburg Land Border</td>
</tr>
<tr>
<td>30 Kg</td>
<td>25 Kg</td>
<td>Upington Int Airport</td>
</tr>
<tr>
<td>10 Kg</td>
<td>10 Kg</td>
<td>Vioolsdrift Land Border</td>
</tr>
</tbody>
</table>
# ANNEXURE 1

## LIST OF HEALTH SITES

<table>
<thead>
<tr>
<th>Points of entry</th>
<th>Collection site</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Lebombo</td>
<td>Lebombo</td>
</tr>
<tr>
<td>2. Mananga</td>
<td></td>
</tr>
<tr>
<td>3. Jeppes Reef</td>
<td></td>
</tr>
<tr>
<td>4. KMIA</td>
<td></td>
</tr>
<tr>
<td>5. Oshoek</td>
<td>Oshoek</td>
</tr>
<tr>
<td>6. Mahamba</td>
<td></td>
</tr>
<tr>
<td>7. Kopfontein Land Port</td>
<td>Pilannesberg Airport</td>
</tr>
<tr>
<td>8. Skilpadshek Land Port</td>
<td></td>
</tr>
<tr>
<td>9. Ramatlabama Land Port</td>
<td></td>
</tr>
<tr>
<td>10. Pilanesberg International Airport</td>
<td></td>
</tr>
<tr>
<td>11. Beitbridge</td>
<td>Beitbridge Border</td>
</tr>
<tr>
<td>12. Groblersbridge</td>
<td>Groblersbridge Border</td>
</tr>
<tr>
<td>13. Polokwane International Airport</td>
<td>Polokwane International Airport</td>
</tr>
<tr>
<td>14. Kosi Bay Land Border</td>
<td>Kosi Bay Land Border Post</td>
</tr>
<tr>
<td>15. Golela Land Border</td>
<td>Port Health Office, Golela Border Post</td>
</tr>
<tr>
<td>16. Cape Town International Airport</td>
<td>Port Health Office</td>
</tr>
<tr>
<td>17. Cape Town Harbour</td>
<td>9th Floor Customs House</td>
</tr>
<tr>
<td>18. Lanseria Int Airport</td>
<td>Lanseria Int Airport</td>
</tr>
<tr>
<td>19. City Deep</td>
<td>City Deep</td>
</tr>
<tr>
<td>20. Ortia</td>
<td>ORTIA</td>
</tr>
<tr>
<td></td>
<td>Bram Fischer Int Airport</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------</td>
</tr>
<tr>
<td>21</td>
<td>Bram Fischer Int Airport</td>
</tr>
<tr>
<td>23</td>
<td>Maseru Bridge</td>
</tr>
<tr>
<td>25</td>
<td>Caledonspoort</td>
</tr>
<tr>
<td>27</td>
<td>Nakop</td>
</tr>
<tr>
<td>29</td>
<td>MCC</td>
</tr>
</tbody>
</table>
The Director General: *NAME OF DEPARTMENT

I/we hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens.

I/we understand that bank details provided should be exactly as per the records held by the bank.

I/we understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details

Registered Name
Trading Name
Tax Number
VAT Number
Title:
Initials:
First Name:
Surname:

Address Detail

Payment Address
(Compulsory if Supplier)
Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type: ☐ Individual ☐ Department ☐ Partnership
☐ Company ☐ Trust ☐ Other (Specify)

Department Number

*72 of 73
### Supplier Account Details

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

<table>
<thead>
<tr>
<th>Account Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Branch Name</td>
<td></td>
</tr>
<tr>
<td>Branch Number</td>
<td></td>
</tr>
<tr>
<td>Account Type</td>
<td></td>
</tr>
<tr>
<td>Cheque Account</td>
<td></td>
</tr>
<tr>
<td>Savings Account</td>
<td></td>
</tr>
<tr>
<td>Transmission Account</td>
<td></td>
</tr>
<tr>
<td>Bond Account</td>
<td></td>
</tr>
<tr>
<td>Other (Please Specify)</td>
<td></td>
</tr>
</tbody>
</table>

| ID Number |  |
| Passport Number |  |
| Company Registration Number |  |
| *CC Registration |  |
| *Please include CC/CK where applicable |  |
| Practise Number |  |

**Bank stamp**

It is hereby confirmed that this details have been verified against the following screens:

- **ABSA-CIF screen**
- **FNB-Hogans system on the CIS4**
- **STD Bank-Look-up-screen**
- **Nedbank- Banking Platform under the Client Details Tab**

### Contact Details

<table>
<thead>
<tr>
<th>Business</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Area Code</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Extension</td>
<td></td>
</tr>
<tr>
<td>Home</td>
<td></td>
</tr>
<tr>
<td>Area Code</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Extension</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Area Code</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Cell</td>
<td></td>
</tr>
<tr>
<td>Cell Code</td>
<td></td>
</tr>
<tr>
<td>Cell Number</td>
<td></td>
</tr>
</tbody>
</table>

**Email Address**

**Contact Person:**

---

**Supplier Signature**

**Regional Office Sender**

**Print Name**

**Print Name**

**Rank**

**Date (dd/mm/yyyy)**

**Date (dd/mm/yyyy)**

**PLEASE RETURN TO THE RELEVANT REGIONAL OFFICE THAT SUPPLIED THE FORM OR THE FOLLOWING ADDRESS:**

**NB:** All relevant fields must be completed