**REQUEST FOR QUOTATION**

|  |
| --- |
| **YOU ARE HEREBY INVITED TO SUBMIT PROPOSAL FOR THE REQUIREMENTS OF****NATIONAL HEALTH LABORATORY SERVICES (NHLS)** |

|  |  |
| --- | --- |
| **RFQ NUMBER:** | **RFQ 065/18-19** |
|  |
| **CLOSING DATE:** | **22 November 2018** |
|  |
| **CLOSING TIME:** | **11:00 AM** |
|  |
|  |
| **BID VALIDITY PERIOD:** | **90 days (commencing from the RFQ Closing Date)** |
|  |
| **IMPORTANT:** | All questions must be sent per e-mail to ofhani.tshikoliso@nhls.ac.za or before 15 November 2018. |
|  |
| **DESCRIPTION:** | **Request for RFQ for the Legal Collection, Treatment And Disposal Of Health Care Risk Waste at the NHLS Gauteng Region for a Period of 6 months.** |
|  |
|  |  |  |
|  |
| **RFQ DOCUMENTS MUST DEPOSITED IN THE RFQ/ TENDER BOX SITUATED AT:** | **NHLS MAIN RECEPTION****Tender Box****Corner Hospital & De Korte Street****Braamfontein Security Office****Johannesburg** |

Bidders should ensure that Bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (**Please note that no changes on the content of this document is allowed**)

Bidders should ensure that Bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (**Please note that no changes on the content of this document is allowed**)

THIS TENDER IS SUBJECT TO THE GENERAL CONDITIONS OF THE TENDER, 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 SHALL RESULT IN YOUR BID BEING DISQUALIFIED)** |

**BIDDING STRUCTURE**

|  |
| --- |
| Indicate the type of Bidding structure by marking with an **‘X’:** |
| Individual bidder |  |
| Joint venture |  |
| Consortium |  |
| Subcontractors |  |
| Other |  |
|  |  |
| **If individual bidder, indicate the following:** |
| Name of bidder |  |
| Registration number |  |
| VAT registration number |  |
| Contact person |  |
| Telephone number |  |
| Fax number |  |
| E-mail address |  |
| Postal address |  |
| Physical address |  |
|  |  |
| **If Joint Venture or Consortium, indicate the following:** |
| Name of prime contractor |  |
| Registration number |  |
| VAT registration number |  |
| Contact person |  |
| Telephone number |  |
| Fax number |  |
| E-mail address |  |
| Postal address |  |
| Physical address |  |
|  |  |
| **If Joint Venture or Consortium, indicate the following:** |
| Name of partners |  |
| Registration number |  |
| VAT registration number |  |
| Contact person |  |
| Telephone number |  |
| Fax number |  |
| E-mail address |  |
| Postal address |  |
| Physical address |  |
|  |  |
| **If using other sub- contractors, indicate the following**: |
| Name of prime contractor |  |
| Registration number |  |
| VAT registration number |  |
| Contact person |  |
| Telephone number |  |
| Fax number |  |
| E-mail address |  |
| Postal address |  |
| Physical address |  |
|  |  |
| **If using subcontractors**: |
| Name of subcontractors: |  |
| Registration number |  |
| VAT registration number |  |
| Contact person |  |
| Telephone number |  |
| Fax number |  |
| E-mail address |  |
| Postal address |  |
| Physical address |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Yes  |  | No |  |

**HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE/S BEEN SUBMITTED?**

|  |  |  |  |
| --- | --- | --- | --- |
| Yes  |  | No |  |

**IS THE BIDDING COMPANY A TERTIARY INSTITUTION OR A PUBLIC COMPANY?**

|  |  |  |  |
| --- | --- | --- | --- |
| Yes  |  | No |  |

**HAS AN ORIGINAL AND VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR CERTIFIED COPIES THEREOF BEEN SUBMITTED?**

**I CERTIFY THAT THE INFORMATION FURNISHED ON THIS FORM IS TRUE AND CORRECT.**

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

**NAME OF BIDDER (duly authorised): ……………….…………………………………………………………………………………………………………**

**SIGNATURE OF BIDDER (duly authorised): ……………….………………………………………………………………………………………………….**

**DATE: …………………….…………………………………………………………………………………………………………………………………………………..**

**CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………………………………………………………………………**

| **Contents** |
| --- |
| [1. Confidential information disclosure notice 8](#_Toc510006878)[2. Introduction 8](#_Toc510006879)[3. Definitions 8](#_Toc510006880)[4. Acronyms and abbreviations 12](#_Toc510006881)[5. General Rules and Instructions 12](#_Toc510006882)[6. Response format 16](#_Toc510006883)[7. Key personnel 17](#_Toc510006884)[8. Reasons for Disqualification 17](#_Toc510006885)[9. Bid Preparation 17](#_Toc510006886)[10. Oral presentations and Briefing Sessions 17](#_Toc510006887)[11. General Conditions of Bid and Conditions of Contract 18](#_Toc510006888)[12. Evaluation Criteria and Methodology 23](#_Toc510006889)[ANNEXURE A: Technical Specification 25](#_Toc510006890)[Appendix 1: Specifications for Consultancy Support and on-site Training 42](#_Toc510006891)[Appendix 2: List of Facilities Per Area 43](#_Toc510006892)[Appendix 3: Service Rollout Plan 59](#_Toc510006893)[Appendix 4: Schedule of quantities of Commodities per Province 60](#_Toc510006894)[Appendix 5: Legislation, Policies, SABS Codes and Related Documents 69](#_Toc510006895)[Appendix 6: Special Conditions of Contract 71](#_Toc510006896)[Appendix 7: Technical Requirements 73](#_Toc510006898)[ANNEXURE B: Tax Clearance Requirements (SBD2) 80](#_Toc510006899)[ANNEXURE C: Pricing Schedule 84](#_Toc510006900)[ANNEXURE D: Declaration of Interest (SBD4) 118](#_Toc510006901)[ANNEXURE E: National Industrial Participation (SBD5) 122](#_Toc510006902)[ANNEXURE F: Preferential Procurement Claim Form (SBD6.1) 125](#_Toc510006903)[ANNEXURE G: Declaration of Bidders Past Supply Chain Practices (SBD8) 135](#_Toc510006908)[ANNEXURE H: Certificate of Independent Bid Determination (SBD9) 137](#_Toc510006909)[ANNEXURE I: Government Procurement: General Conditions of Contract – July 2011 140](#_Toc510006910) |
|  |

# Confidential information disclosure notice

* 1. This document may contain confidential information that is the property of the NHLS and the Client.
	2. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from NHLS and the Client.

1.3 All Copyright and Intellectual Property herein vests with NHLS and its Client.

# Introduction

2.1 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, NHLSintends to select a preferred bidder with the view of concluding a service level agreement (SLA) with such successful bidder. The Bid shall be evaluated in terms of the Preferential Procurement Policy Framework Act (PPPFA)

**2.2 Queries**

2.2.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, and to the contact person email address number listed below on or before **15 November 2018**. Under no circumstances may any other employee within NHLS be approached for any information. Any such action might result in a disqualification of a response submitted in competition to the RFB. NHLS reserves the right to place responses to such queries on the website.

|  |  |  |
| --- | --- | --- |
| **QUERIES: Ofhani Tshikoliso** | Telephone | 011 489 9183 |
| E-mail | ofhani.tshikoliso@nhls.ac.za  |

# Definitions

* 1. National Health Laboratory Services [hereinafter referred to as NHLS] is a public health laboratory service with laboratories across South Africa. Its activities comprise diagnostic laboratory services, research, teaching and training, and production of sera for anti-snake venom, reagents and media.
	2. NHLS was established in 2001 by an Act of Parliament to provide diagnostic pathology laboratory services to the National and Provincial Health Department.
	3. **“Acceptable Bid”** means any bid, which, in all respects, complies with the specifications and conditions of the RFB as set out in this document.
	4. **“B-BBEE”** means broad bases black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
	5. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
	6. **“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 services, works or goods through price quotations, advertised bidding processes or proposals.
	7. **“Bidders”** means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by NHLS to submit a bid in response to this bid invitation.
	8. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
	9. **“Client”** means the goods or services requestor.
	10. **“Comparative Price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
	11. **“Consortium”** means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.
	12. **“Contractor Agent”** - means any person mandated by a Prime Contractor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the Prime Contractor and thereby acquire rights for the Prime Contractor or consortium/joint venture against NHLS or an organ of state and incur obligations binding the Prime Contractor or consortium/joint venture in favour of NHLS or an organ of state.
	13. **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
	14. **Designated group means**
1. Black designated groups;
2. Black people;
3. Women
4. People with disabilities; or
5. Small enterprises as defined section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996)
	1. **“Designated sector”** means a sector, sub-sector or industry or product designated by the Department of Trade and Industry.
	2. “**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;
	3. **“Firm Price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
	4. **“Goods”** means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to NHLS or NHLS’s delegate by the Successful Bidder in terms of this bid.
	5. **“Historically Disadvantaged Individual**” (HDI) means a South African citizen:
		1. Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983, (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (the Interim Constitution); and/or;
		2. who is a female; and/or;
		3. who has a disability;

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution is deemed not to be an HDI.

* 1. **“Joint Venture”** (Project) means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.
	2. **“Management”** in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
	3. “**Military** veteran” has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).
	4. **“Non-firm Price(s)”** - means all price(s) other than “firm” price(s).
	5. **“Organ of State”** means a National Department or Provincial Administration as stipulated in Schedules 1 and 2 of the Public Service Act, Act 93 of 1994 (as amended).
	6. **“Person(s)”** refers to a natural and/or juristic person(s).
	7. “**Price**” includes all applicable taxes less all unconditional discounts;
	8. **“Prime Contractor”** means any person (natural or juristic) who forwards an acceptable proposal in response to this RFB with the intention of being the main contractor should the proposal be awarded to him/her.
	9. **“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; and
3. Any other requirement prescribed in terms of the B-BBEE Act.
	1. **“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;
	2. **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of invitations and includes all applicable taxes and excise duties.
	3. **“Rural Area”** means
4. A sparsely populated area in which people farm or depend on natural resources, including villages and small town that are dispersed through the area; or
5. An area including a large settlement which depends on migratory labour and remittances and government social grants for survival and may have a traditional land tenure system.
	1. **“SMME”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
	2. **“Stipulated minimum threshold”** means the minimum threshold stipulated for local production and content.
	3. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
	4. **“Subcontractor”** means any person (natural or juristic) who is subcontracted a portion of an existing contract by a Prime Contractor.
	5. **“Successful Bidder”** means the organization or person with whom the order is placed and who is contracted to execute the work as detailed in the bid.
	6. **“Township”** means an urban living area that any time from late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantage individuals post 27 April 1994.
	7. **“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

# Acronyms and abbreviations

* 1. The following acronyms and abbreviations are used in this proposal and must be similarly used in the proposal submitted in response and shall have the meaning ascribed thereto below.

| **Abbreviations/Acronyms** | **Description** |
| --- | --- |
| BBBEE | Broad Based Black Economic Empowerment. |
| CPI | Consumer Price Index. |
| DIR | Directorate |
| EDMS | Electronic Document Management System  |
| HDI | Historically Disadvantaged Individuals |
| ISO | International Standard Organization |
| IT | Information Technology |
| ITC | Information Technology Committee |
| MISS | Minimum Information Security Standard  |
| OEM | Original Equipment Manufacturer |
| PPPFA | Preferential Procurement Policy Framework Act |
| RFB | Request for Bid |
| RSA | Republic of South Africa |
| NHLS | National Health Laboratory Services |
| SLA | Service Level Agreement |
| SW | Software |
| LIS | Laboratory Information system |
| 24x7 | 24 hours a day, 7 days a week |

# General Rules and Instructions

* 1. **Confidentiality**

5.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.

5.1.2 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

5.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of NHLS (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

5.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent NHLS’s confidential information coming into the possession of unauthorised third parties. In protecting the receiving party’s confidential information, NHLS shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

5.1.5 Any documentation, software or records relating to confidential information of NHLS, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

5.1.5.1 shall be deemed to form part of the confidential information of NHLS;

5.1.5.2 shall be deemed to be the property of NHLS;

5.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and

5.1.5.4 shall be surrendered to NHLS on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

* 1. **News and press releases**

5.2.1 Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with, NHLS and its Client.

**5.3 Precedence of documents**

5.3.1 This RFB consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.

5.3.2 Where this RFB is silent on any matter, the relevant stipulations addressing such matter and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that NHLS may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by NHLS.

5.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It however remains the exclusive domain and election of NHLS as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of NHLS in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

**5.4 Preferential Procurement Reform**

5.4.1 NHLS supports B-BBEE as an essential ingredient of its business. In accordance with government policy, NHLS insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.

5.4.2 NHLS shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal.

5.4.3 Bidders shall complete the preference certificate attached to this proposal. In the case of a consortium and sub-contractors, the preference certificate must be completed for each legal entity.

**5.5 National Industrial Participation Programme**

5.5.1 The Industrial Participation policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. The NIP is obligatory and therefore must be complied with. Bidders are required to sign and submit the Standard Bidding Document (SBD5).

**5.6 Language**

5.6.1 Bids shall be submitted in English.

**5.7 Gender**

5.7.1 Any word implying any gender shall be interpreted to imply all other genders.

**5.8 Headings**

5.8.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

**5.9 Security clearances**

5.9.1 Employees and subcontractors of the successful bidder may be required to be in possession of valid security clearances to the level determined by the State Security Agency (SSA) and/or NHLS commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

5.9.1 Employees and subcontractors of the successful bidder will be required to sign a non-disclosure agreement.

**5.10 Occupational Injuries and Diseases Act 13 of 1993**

5.10.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. NHLS reserves the right to request the Bidder to submit documentary proof of the Bidder’s registration and “good standing” with the Compensation Fund, or similar proof acceptable to NHLS.

**5.11 Formal contract**

5.11.1 This RFB, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalised between NHLS and/or its clients and the enterprise(s) to whom NHLS awards the bid in whole or in part.

5.11.2 Any offer and/or acceptance entered verbally between NHLS and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

**5.12 Instructions for submitting a proposal**

5.12.1 One (1) original, two (2) hard copy and 1 (one) electronic copy on compact disk (CD) in Portable Document Format **(PDF)** of the Bid shall be submitted on the date of closure of the Bid.

5.12.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

5.12.3 Bids must be submitted in a prescribed response format herewith reflected as [**Response Format**](#Response), and be sealed in an envelope.

5.12.4 Bids that are too large to fit into the tender box must be handed in at the reception desk during office hours from 08:00- 16:30 or before 11:00 on the closing date.

5.12.5 All Bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date**, 04 May 2018 and stipulated time, 11h00 am**.

5.12.6 Bids received after the time stipulated shall not be considered.

5.12.7 Bid responses sent by post or courier must reach this office at least **36 hours** before the closing date to be deposited into the proposal box. Failure to comply with this requirement shall result in your proposal being treated as a “late proposal” and shall not be entertained. Such proposal shall be returned to the respective bidders.

5.12.8 **No proposal shall be accepted by NHLS if submitted in any manner other than as prescribed above.**

# Response format

6.1 Bidders shall submit response in accordance with the response format specified below. Failure to do so shall result rejecting vendor’s response. No referrals may be made to comment. Failure to comply shall result in the vendor being penalised.

6.2 **Schedule Index:**

6.2.1 **Schedule 1**: Pages 1 – 24 of this RFB document

6.2.2 **Schedule 2:** Mandatory Documents

6.2.2.1 **Original and valid Tax Clearance Certificate (no certified copy or scanned copies shall be accepted).**

 **If a Consortium, Joint Venture or Subcontractor, an original and valid Tax Clearance Certificate must be submitted for each member.**

6.2.2.2 National Industrial Participation Programme Certificate from the DTI (read paragraph 5.5 in conjunction with Annex E – SBD 5) (If applicable).

6.2.2.3 Central Supplier Database (CSD) Registration Report

6.2.2.4 SBD 8 – Declaration of Bidders’ Past Supply Chain Practices

6.2.2.5 SBD 9 – Certificate of independent bid termination

6.2.3 **Schedule** **3**: Executive Summary of proposal

6.2.4 **Schedule 4**: Technical/Functionality

6.2.5 **Schedule 5**: Preferential Procurement Claim form and copy of the B-BBEE Verification Certificate(s) issued by an authorised body or person, or a sworn affidavit prescribed by the B-BBEE Codes of Good Practice.

6.2.6 **Schedule 6:** Declaration of Interest SBD 4

6.2.7 **Schedule 7**: Bidder Profile:

6.2.7.1 Credentials of the company/consortium members etc.

6.2.7.2 Structure of the company/ consortium members etc.

6.2.7.3 Partnership agreements/contracts

6.2.8 **Schedule 8**: Bid Price **(to be submitted in a separate envelop and marked clearly as follows: RFB number, RFB description and bidder’s name)**

**6.3 Bidder background information materials:**

6.3.1 Bidder Operating Organisation – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.

6.3.2 Standards – Include information regarding your firm’s utilization of widely known Industry Standards and guidelines, as they apply to your firm, your firm’s proposal and proposed hardware assets.

6.3.3 Company Contact(s) – Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company’s contact person, and for any sub-Contractors.

6.3.4 Corporate Financial Solvency - Provide solvency statement signed by a qualified independent auditor that the financial position of the company is sound and that the company will be able to mobilise financial resources to deliver the project.

# Key personnel

7.1 Identify key personnel, by employer (include subcontractor(s), and provide contact information.

# Reasons for Disqualification

8.1 NHLS reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

8.1.1 bidders who do not submit a valid and original Tax Clearance Certificate on the closing date and time of the bid;

8.1.2 bidders who submitted did not sign the mandatory documents;

8.1.3 bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, B-BBEE credentials, experience, etc.;

8.1.4 bidders who received information not available to other vendors through fraudulent means;

8.1.5 bidders who do not comply with **mandatory requirements** as stipulated in this RFB;

8.1.6 bidders who fail to price according to the costing template provided.

# Bid Preparation

9.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.

9.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed **RFQ Response Format**.

* 1. Telephonic, faxed, e-mailed or oral tenders shall not be accepted.

# Oral presentations and Briefing Sessions

* 1. Bidders who submit Bids in response to this RFB may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to NHLS. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. NHLS shall schedule the time and location of these presentations. Oral presentations are an option of NHLS and may or may not be conducted and must not be construed as being successful in, or, awarded the tender.

# General Conditions of Bid and Conditions of Contract

**11.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly indicate either "Comply/Accept (with a √)" or "Do not comply/Do not accept (with an X)" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.**

 **NOTE: It is mandatory for bidders to complete or answer this part fully (11.2 to 11.32); otherwise their bid shall be treated as incomplete and shall be disqualified. Refer to paragraph 8 of this document (reasons for disqualification).**

11.2

|  |  |  |
| --- | --- | --- |
| This bid is subject to the General Conditions of Contract stipulated in this document. | **Accept** | **Do not Accept** |
|  |  |

11.3

|  |  |  |
| --- | --- | --- |
| The laws of the Republic of South Africa shall govern this RFQ and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction. | **Accept** | **Do not Accept** |
|  |  |

11.4

|  |  |  |
| --- | --- | --- |
| NHLS shall not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response shall be made without obligation to acquire any of the items included in any bidder’s proposal or to select any proposal, or to discuss the reasons why such vendor’s or any other proposal was accepted or rejected. | **Accept** | **Do not Accept** |
|  |  |

11.5

|  |  |  |
| --- | --- | --- |
| NHLS Procurement Services may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified. | **Accept** | **Do not Accept** |
|  |  |

11.6

|  |  |  |
| --- | --- | --- |
| In the case of Consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value. | **Accept** | **Do not Accept** |
|  |  |

11.7

|  |  |  |
| --- | --- | --- |
| In the case of Consortium, Joint Venture or subcontractors, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format. | **Accept** | **Do not Accept** |
|  |  |

11.8

|  |  |  |
| --- | --- | --- |
| NHLS reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all. | **Accept** | **Do not Accept** |
|  |  |

11.9

|  |  |  |
| --- | --- | --- |
| Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals. | **Accept** | **Do not Accept** |
|  |  |

11.10

|  |  |  |
| --- | --- | --- |
| By submitting a proposal in response to this RFQ, the bidders accept the evaluation criteria as it stands. | **Accept** | **Do not Accept** |
|  |  |

11.11

|  |  |  |
| --- | --- | --- |
| Where applicable, NHLS reserves the right to conduct benchmarks on product/services offered during and after the evaluation. | **Accept** | **Do not Accept** |
|  |  |

11.12

|  |  |  |
| --- | --- | --- |
| NHLS reserves the right to conduct a pre‑award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents. | **Accept** | **Do not Accept** |
|  |  |

11.13

|  |  |  |
| --- | --- | --- |
| Where the bid calls for commercially available solutions, bidders who offer to provide future based solutions will be disqualified. | **Accept** | **Do not Accept** |
|  |  |

11.14

|  |  |  |
| --- | --- | --- |
| The bidder should not qualify the proposal with own conditions.**Caution:** If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid. | **Accept** | **Do not Accept** |
|  |  |

11.15

|  |  |  |
| --- | --- | --- |
| Should the bidder withdraw the proposal before the proposal validity period expires, NHLS reserves the right to recover any additional expense incurred by NHLS having to accept any less favourable proposal or the additional expenditure incurred by NHLS in the preparation of a new RFQ and by the subsequent acceptance of any less favourable proposal. | **Accept** | **Do not Accept** |
|  |  |

11.16

|  |  |  |
| --- | --- | --- |
| Delivery of and acceptance of correspondence between NHLS and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party’s postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd. | **Accept** | **Do not Accept** |
|  |  |

11.17

|  |  |  |
| --- | --- | --- |
| Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. NHLS shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.Such cancellation shall mean that NHLS reserves the right to award the same proposal to next best bidders as it deems fit. | **Accept** | **Do not Accept** |
|  |  |

11.18

|  |  |  |
| --- | --- | --- |
| In the case of a consortium or JV, each of the authorised enterprise’s members and/or partners of the different enterprises must co-sign this document. | **Accept** | **Do not Accept** |
|  |  |

11.19

|  |  |  |
| --- | --- | --- |
| Any amendment or change of any nature made to this RFQ shall only be of force and effect if it is in writing, signed by NHLS signatory and added to this RFB as an addendum. | **Accept** | **Do not Accept** |
|  |  |

11.20

|  |  |  |
| --- | --- | --- |
| Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party’s right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action. | **Accept** | **Do not Accept** |
|  |  |

11.21

|  |  |  |
| --- | --- | --- |
| Bidders who make use of subcontractors. The proposal shall however be awarded to the Vendor as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between NHLS and/or its client and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses. | **Accept** | **Do not Accept** |
|  |  |

11.22

|  |  |  |
| --- | --- | --- |
| All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law. | **Accept** | **Do not Accept** |
|  |  |

11.23

|  |  |  |
| --- | --- | --- |
| No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract. | **Accept** | **Do not Accept** |
|  |  |

11.24

|  |  |  |
| --- | --- | --- |
| Evaluation of Bids shall be performed by a CFET established by NHLS.Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFQ. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80 or 90, and the maximum number of preference points that may be claimed for B-BBEE (according to the PPPFA) is 20 or 10 | **Accept** | **Do not Accept** |
|  |  |

11.25

|  |  |  |
| --- | --- | --- |
| Prior to the award of any tender or contract the NHLS will check the Prohibition status of recommended suppliers/ service providers on the Treasury website (restricted@treasury.gov.za) as well as the Treasury Register for Tender Defaulters ([www.treasury.gov.za](http://www.treasury.gov.za)) | **Accept** | **Do not Accept** |
|  |  |

11.26

|  |  |  |
| --- | --- | --- |
| The NHLS will act against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the contract conditions have not been fulfilled. | **Accept** | **Do not Accept** |
|  |  |

11.27

| The NHLS may, in addition to any other remedy that it may have against the bidder or person:* Disqualify the bidder or person from the bidding process;
* Recover all costs, losses or damages it has incurred;
* or suffered as a result of that person’s conduct;
* 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;
* Restrict the bidder or contractor, its shareholders;
* and directors, or only the shareholders and directors;
* who acted on a fraudulent basis, from obtaining business;
* from any organ of state for a period not exceeding 10;
* years, after applying the audi alteram partem (hear the other side) rule;
* Forward the matter for Blacklisting by Treasury; and
* Forward the matter for criminal prosecution
 | **Accept** | **Do not Accept** |
| --- | --- | --- |
|  |  |

11.28

|  |  |  |
| --- | --- | --- |
| If the successful bidder disregards contractual specifications, this action may result in the termination of the contract. | **Accept** | **Do not Accept** |
|  |  |

11.29

|  |  |  |
| --- | --- | --- |
| The bidders’ response to this Tender, or parts of the response, shall be included as a whole or by reference in the final contract. | **Accept** | **Do not Accept** |
|  |  |

11.30

|  |  |  |
| --- | --- | --- |
| NHLS has discretion to extend the validity period should the evaluation of this bid not be completed within the stipulated validity period. | **Accept** | **Do not Accept** |
|  |  |

11.31

|  |  |  |
| --- | --- | --- |
| Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period. | **Accept** | **Do not Accept** |
|  |  |

11.32

|  |  |  |
| --- | --- | --- |
| Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used. | **Accept** | **Do not Accept** |
|  |  |

# Evaluation Criteria and Methodology

**12.1 Evaluation of tenders and selection of contractors’/service providers**

The NHLS is a Schedule 3A Government Institution subjected to the Public Finance Management Act (PFMA), the Public Preferential Framework Act (PPPFA) and Treasury Regulations/ Instructions. Bidders must assist the NHLS to eliminate corruption and fraud by completing and submitting form SBD4.

12.1.1. Any tender closing is followed by a Public Opening where the names and pricing of all bids received are read out to the bidders attending. NHLS tender opening officials sign the pages where pricing is indicated to prevent any alterations.

12.1.2 Next step of evaluation is the “technical” or so called “functional” evaluation which is purely based on NHLS specifications (Annexure 2) and Scope of Work. NHLS end-user department (who *requested the bid*), Procurement Services, Finance and subject specialists are part of the Cross Functional Evaluation Team (CFET) meeting which is chaired by Quality Assurance (QA). *All the members of the CFET must complete Declaration of Interest forms and must recuse themselves in case of any conflict of interest.*

12.1.3 The final stage of evaluation is done after the CFET has reached their verdict and is done by NHLS Procurement Services and separately from the CFET meeting. B-BBEE score (commercial evaluation) is being added in order to get the final order of merit for the bidders being evaluated.

**12.2. Administrative Compliance**

The following will be used to evaluate bids administratively:

* Fully completed and signed SBD4
* Submission of original and valid tax clearance
* Audited financial statement not older than two years
* Preferential Procurement Claim form and copy of the B-BBEE Verification Certificate(s) issued by an authorised body or person, or a sworn affidavit prescribed by the B-BBEE Codes of Good Practice.
* The service providers to have agree with NHLS general contract terms conditions
* Proof of registration on Central Supplier Database (CSD)

12.2.1 The evaluation of the Bids shall be based on the 80/20 PPPFA principle and the points for evaluation criteria are as follows:

|  |  |
| --- | --- |
| Price points | 80  |
| B-BBEE status level contribution | 20  |
| **Total** | **100 points** |

**12.3 BID EVALUATION STAGES**

The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined below:

Stage 1: Administrative pre-qualification verification

Stage 2: Technical Mandatory requirement evaluation

Stage 3: Price / B-BBEE evaluation

**NOTE: The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.**

**ANNEXURE A: Technical Specification**

1. **BACKGROUND**
	1. The National Health Laboratory Service (NHLS) is a state owned entity that provides the largest diagnostic pathology service in South Africa with the responsibility of supporting the national and provincial health departments in the delivery of healthcare. The NHLS provides laboratory and related public health services to over 80% of the population through a national network of laboratories. Other activities of the NHLS include research, surveillance, teaching and training, and production of sera for anti-snake venom, reagents and culture media.
2. **INTERPRETATION**
3. All tenders shall fully comply with this Technical Specification.
4. The service provider shall in the process of rendering the service, be liable for damage done at any NHLS collection/ delivery point.
5. **ACRONYMS AND ABBREVIATIONS**

| **Term** | **Definition** |
| --- | --- |
| EBS | Oracle e-Business Suite |
| DR | Disaster Recovery |
| DB | Database |
| FED | Formidable Epidemic Disease |
| HCW | Health Care Waste |
| HCRW | Health Care Risk Waste |
| NHLS | National Health Laboratory Service |
| OHS | Occupational Health and Safety |
| OHSA | Occupational Health and Safety Act |
| PMO | Project Management Office |
| PPE | Personal Protective Equipment |
| SABS | South African Bureau of Standards  |
| SHE | Safety Health and Environment |
| SLA | Service Level Agreement |
| SOP | Standard Operation Procedure |

1. **DEFINITIONS**
	1. **“Anatomical/ pathological waste”** includes tissues, organs, body parts, bone, human foetuses, blood and body fluids, but excludes hair, teeth and nails.
	2. **“Chemical waste”** refers to waste containing any liquid, gaseous or solid chemical substances that are unwanted, abandoned, discarded or disposed of. Examples: contaminated packaging containers such as chemical bottles; expired or no longer needed laboratory reagents, solvents, disinfectants.
	3. **“Health care risk waste** is considered to be the hazardous component of Health Care Waste (HCW) generated.
	4. **“Infectious waste** “is waste which is suspected to contain pathogens, and may cause, or significantly contribute to the cause of increased morbidity or mortality of human beings.
	5. “**Isolation / Formidable Epidemic Disease (FED) Waste**” is waste generated from laboratory activities carried out on specimens from patients with highly contagious illnesses.

4.6 “**Laboratory waste**” includes:

* Human or animal waste from health care and pathology laboratories
* Cultures and stocks of infectious agents from research or industrial laboratories
* Waste from the production of bacteria, viruses or the use of spores, discarded, live and attenuated vaccines, and culture dishes and devices used to transfer, and inoculate and mix cultures and
* Waste containing any microbiological specimen sent to a laboratory for analysis.
	1. “**Pharmaceutical waste**” includes liquid or solid expired unused or contaminated medicines, medications and residues of medicines from schedules 0 - 6 that are no longer usable as medication. For the purpose of this project specification, cytotoxic / genotoxic HCRW will be included in this category.
	2. **“Relevant legislation”** in this document refers to but is not limited to the list of legislation, policies, SABS codes stipulated in Appendix 5.

4.9 **“Sharps waste**” includes any device which is 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.

**4.10 “Waste”** in this specification refers to health care risk waste.

1. **OBJECTIVES**
	1. The objective of the tender is to appoint a service provider for the legal collection, treatment and disposal of health care risk waste at the NHLS for a period of three (3) years.
	2. The NHLS reserves the right to:
2. award this tender on a National or Area basis.
3. cancel or reject any proposal;
4. not to award the proposal to the lowest bidder or award parts of the proposal to different bidders; or
5. not to award the proposal at all.
6. **SCOPE OF SUPPLY**
	1. The objective of the NHLS in appointing a service provider to provide the full service described in this specification, to assist in safe and legal management of waste generated by the NHLS in the execution of its mandate.
	2. The service provider must ensure that all processes and procedures required are to be adopted, followed and implemented to ensure safe and efficient containment, storage, collection, transportation, treatment and disposal of waste from the NHLS facilities. These activities shall be performed and executed by the service provider in accordance with the requirements of this specification, policies, relevant legislation and SABS standards.
	3. The service provider must bid for the full range of services as indicated in these specifications and the costing template (Pricing Schedule) per province, including the outlying areas where NHLS facilities are located.
	4. The scope of supply for the service shall for the duration of the service period, in general terms include:
7. Confirmation of waste streams generated, the type of containers required per facility, frequency of delivery and collection, and confirmation of waste collection points
8. Supply and distribution of the consumables identified as per point (a) above required for the proper storage, collection and removal of waste (Appendix 4)
9. Provision of consultancy services (Appendix 1) where necessary
10. Safe and efficient collection of identified waste streams from the waste collection points at the identified NHLS facilities
11. Safe and legal transportation of waste to legally authorized hazardous waste treatment facilities
12. Safe and legal treatment of waste at legally authorised hazardous waste treatment facilities
13. Safe and legal transportation and disposal of treated waste residues at legally authorized disposal facilities
14. A training programme on the segregation, containers, storage and safe handling of waste streams to the identified staff as and when required by the relevant Area Manager or the NHLS representative
15. Reporting to relevant authorities as required by legislation
16. Reporting to the appointed NHLS representatives as per this specification
17. Convening and / or attending meetings and liaising with the relevant NHLS representatives
18. Interfacing with the managers or appointed officials in the identified facilities, regional offices and the NHLS SHE office in securing a safe and efficient management of waste

If the contractor fails to adhere to the applicable legislation in executing this service it shall constitute service failure.

1. **DETAILED SCOPE OF WORK**
	1. **Waste Streams**

The services required in terms of paragraph 6 are for the safe and legal containment, collection, transportation, treatment and disposal of the waste streams which includes but not limited to:

1. Expired, unwanted, abandoned, discarded or disposed chemicals derived from experimental or diagnostic work.
2. Mixed liquid waste (mixture of water, chemicals and anatomical waste) from laboratory equipment or analyzers.
3. Unwanted, abandoned, discarded or disposed housekeeping chemicals.
4. Contaminated packaging e.g. empty chemical glass and plastic bottles.
5. Infectious Waste
6. Sharps Waste
7. Anatomical/ Pathological Waste
8. Pharmaceutical Waste
9. Isolation / Formidable Epidemic Disease Waste (as a sub category of HCRW requiring special precautions)
10. Used or unwanted HEPA filters from “dirty areas” of a laboratory or laboratory equipment
11. Used or unwanted Mercury containing thermometers and light tubes

Service providers to take note that NHLS reserves the right to change or amend waste streams.

1. **SEGREGATION AND PACKAGING**
	1. The service provider shall supply containers that are tested and certified in terms of SANS 10229-1 to ensure safe and environmentally sound segregation, storage and transportation of waste streams.
	2. The service provider shall identify waste streams and related containers required as well as delivery points within 30 calendar days of award of the contract.
	3. The packaging shall be of a design and structure that will, during handling, prevent deformation, leakage or sifting of the contents as a result of vibration, stacking or environmental conditions.
	4. The packaging material shall be of a quality that is not susceptible to the adverse damage by the contents or be liable to form dangerous compounds with the contents.
	5. The service provider shall ensure that waste intended for transportation outside the NHLS facilities is:
2. Identified and classified in terms of the SANS 10228 and SANS 10234.
3. Packaged and labelled in terms of the SANS 10229-1, SANS 10233 and SANS 10248-1.

The service provider shall supply containers to ensure that waste is sorted into different categories.

8.5.1 General non-reusable or disposable container markings requirements unless otherwise specified:

1. All labels on the disposable containers shall be clearly visible when stacked with other packaging.
2. All containers to be fitted with sequential bar coded stickers so that they can be tracked.
3. 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.
4. The background of the labels shall be of the colour that contrasts with the surface area immediately surrounding the label.
5. Wording on the label shall contrast with the background of the label. The label shall be of one size, style, layout and clearly legible.
6. Where wording is imprinted as part of the design such should be legible and not be of the same colour as the container.
7. The sizes of hazard labelling shall be as specified in SANS 10248-1:2008.
8. *The international infectious hazard label given in SANS 10229–1:2010 for the transport of infectious substances.*
9. All containers shall be labelled at least in English.
	1. NHLS will place orders for containers based on the description as contained within the costing model to standardise the inventory list within the organisation.
	2. It must be noted that special containers may be required in unusual circumstances or for highly specialised purposes. The NHLS reserves the right to source these containers from other suppliers should the service provider not be able to provide such a service or be found to be more expensive.
	3. The NHLS reserves the right to reuse containers that originally contained the same type of chemical as per SANS 10248-1.
	4. The service provider shall be required to collect, treat and/or dispose the waste contained in special containers referred to in paragraph 6, 8.7 and 8.8 above and separately cost the services provided.
10. **WASTE CONTAINERS DELIVERY AND COLLECTION POINTS**
	1. The service provider shall, in consultation with each Facility Manager/ NHLS appointed representative confirm the location of the waste collection point(s). The service provider shall identify waste streams and related containers required as well as delivery points within 30 calendar days of award of the contract.
	2. The service provider shall, in conjunction with the next collection round, deliver all containers ordered to the identified NHLS facility and/or agreed delivery point.
	3. The service provider shall, collect waste containers from the agreed NHLS waste storage areas.

* 1. The service provider shall within 5 working days of the awarding of the contract liaise with each Facility Manager/ NHLS representative to negotiate acceptable delivery times and locations to which containers shall be delivered.
	2. New containers may only be delivered using the same vehicle used for collection of waste if they are effectively separated from the waste being transported to prevent the contamination thereof.
	3. The service provider may carry out a partial delivery of an order of waste containers by splitting it into several deliveries; insofar that there is sufficient supply for daily consumption of any item(s) ordered and subject to the approval of the relevant Facility Manager/ NHLS appointed representative.
	4. Irrespective of the mode of transport during delivery, the service provider will remain responsible for ensuring that new containers are not contaminated during the transportation and delivery thereof.
1. **TRACKING OF WASTE CONTAINERS**
	1. The service provider shall put in place a tracking system for waste containers delivered and collected from NHLS facilities.
	2. The service provider shall ensure that at all time during the contract period, accurate records of all waste containers delivered and removed from NHLS facilities are kept and made available to the Facility Manager/ NHLS appointed representative when required.
	3. Waste containers placed inside an approved dangerous goods vehicle (s) shall by means of a tracking system, be linked to the vehicle collecting the waste from NHLS facilities from point of collection to treatment and/ or disposal that is in turn to be tracked by satellite.
2. **STORAGE, WEIGHING AND COLLECTION OF WASTE**
	1. The NHLS facilities are responsible for the containing and internal transport of the waste from the point of generation to the waste collection point.
	2. A waste collection point for NHLS facilities will generally be a storage room / area designated for storage of waste, where waste is stored internally pending removal for treatment and/ or disposal. Facilities may due to their size or locations, have more than one waste collection point.
	3. The Service provider shall deliver waste containers and collect waste from the NHLS facilities as per the schedule agreed to by the Facility Manager/NHLS appointed representative.
	4. The service provider shall ensure that waste is collected within schedule so as not to exceed the time limits between waste generation, storage and treatment or disposal as indicated in the relevant legislation and SANS 10248-1.
	5. Not-withstanding the storage and treatment periods stipulated in the relevant legislation and SANS 10248-1, waste shall be collected as per agreement with each Facility Manager/ NHLS appointed representative.
	6. The service provider shall deliver the waste containers and/ or collect the waste between 08:00 and 16:30 on the days agreed to with the Facility Manager/ NHLS appointed representative.
	7. Should the collection day agreed to with the Facility Manager/ NHLS appointed representative fall on a public holiday the service provider must ensure that waste is collected the day before the public holiday. This must be done in consultation with the Facility Manager/ NHLS appointed representative.
	8. The delivery of waste containers and the collection of waste outside of the agreed schedule shall take place only in agreement with the Facility Manager/NHLS appointed representative in writing.
	9. The service provider shall for each collection of waste, generate a waste manifest document, which will be used for documenting the category, weight and quantities of waste collected in line with the requirements of the applicable legislation.
		1. 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.

* + - 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 Laboratory Manager or NHLS representative shall have the right to verify calibration of the scale. If this verification indicates an error with more than 1%, NHLS shall be entitled to demand calibration of the scale by an independent and accredited party as required by the Necessary Consents and Statutory Requirements.

* + - 1. *Weighing discrepancies*

The weighing of the Waste performed at the NHLS site under the supervision of the Laboratory Manager or NHLS representative 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 NHLS 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 Laboratory Manager or NHLS representative.

* 1. The NHLS and the service provider shall use the waste manifest to track the waste from the waste generator to the treatment and /or disposal facility; waste information management system; reporting to the NHLS and relevant authorities; and basis of payment for services rendered.
	2. The waste manifest document shall be in at least three-fold carbonised copies at the time and place of waste collection, with each copy signed by the Facility Manager/ appointed NHLS representative and the service provider. One signed copy of the waste manifest document shall be retained by the Facility Manager before the service provider leaves the NHLS facility.
	3. The service provider shall provide a destruction certificate or complete waste manifest indicating the collection, treatment and/or disposal of waste collected. This destruction certificate shall reflect the final legal treatment and disposal of all the waste reflected on the waste manifest.
	4. The complete waste manifest document/ destruction certificate is to be submitted to the Facility Manager/ NHLS appointed representative at the relevant NHLS facility as proof of safe and legal disposal of waste within 7 business days of the waste having been treated and/ or disposed.
	5. The NHLS shall hold the service provider liable for the waste recorded on the manifest document which was completed and signed at the waste collection point.
	6. The service provider shall ensure that all waste stored at any particular NHLS facility is removed on the day of collection and no waste remains behind.
	7. The service provider shall ensure that drivers of waste collection vehicles are provided with relevant tools to communicate with NHLS facilities in case of any delays in delivery of waste containers, waste collection, breakdowns or emergency situations.
	8. The service provider shall ensure that the collectors of waste representing the service provider are trained in the safe and legal handling of waste containers.
	9. Waste containers that are not properly handled e.g. containers that are damaged during loading into the dangerous goods vehicle as a result of mishandling by the waste collectors representing the service provider shall be the responsibility of the service provider. The service provider shall at its own cost provide replacement containers for the damaged waste containers and clean spillages that may arise from the damaged waste containers.
	10. The service provider shall ensure that waste is not left unattended at any given time between the time it is removed from the NHLS facilities’ waste collection point and the time it is delivered to an authorised treatment plant, transit station and/ or a disposal site.
1. **OFFSITE- TRANSPORTATION OF WASTE**
	1. The service provider shall provide a vehicle to transport waste from NHLS facilities that complies with the requirements of the applicable legislation as outlined in Annexure 5.
	2. The service provider shall ensure that the transporter of waste whether the service provider is the transporter or the transporter is a sub-contractor to the service provider, is authorised in accordance with the requirements of the relevant legislation.
	3. The service provider shall ensure compliance with the Occupational Health and Safety legislation.
	4. The service provider shall within 24 hours notify the relevant Facility Manager/ NHLS appointed representative and within the prescribed period notify any other authority as required by relevant legislation of any spillages of waste during the transportation of waste to an authorised waste treatment facility or disposal site.
	5. The service provider shall, as required by relevant legislation notify the relevant authorities of any spillages of waste during the transportation of waste to an authorised waste treatment facility or disposal site.
	6. The service provider shall ensure appropriate remedial action is taken to clean-up any spillages of waste during the transportation of waste to an authorised waste treatment facility or disposal site. This clean-up cost shall be at the cost of the service provider.
2. **TREATMENT AND DISPOSAL OF THE WASTE**
	1. Service providers where permitted and in terms of legislation must adhere to t technologies that promote reducing, recovery, re-use and recycling of waste that are not detrimental to or have minimal impact on the environment.
	2. The service provider shall ensure that the waste treatment facility is authorised to treat the waste collected in terms of the relevant legislation.
	3. The service provider shall ensure that the waste treatment facility has the capacity and the expertise to store and treat the waste collected.
	4. The service provider shall ensure that the treatment facility where the waste is treated complies with the conditions of the compulsory authorizations.
	5. During contracting the service provider shall :
3. Provide a copy of a contingency plan for any incidences that may be related to the containers, transportation, storage, treatment and disposal of waste collected from the NHLS facilities.
4. Provide proof of an agreement (s) with the owners of the waste treatment facility where they are not the owners of the waste treatment facility.
5. Ensure that the waste disposal site where the waste collected from the NHLS facilities is to be disposed is authorized for disposal of the waste collected from the NHLS in terms of the relevant legislation.
6. When required by the Facility Manager/ NHLS appointed representative provide proof of an agreement (s) with the owners of the disposal site, where they are not the owners of the waste disposal site.
	1. The service provider shall ensure that no waste is illegally disposed after it has been collected from the NHLS facilities and during transportation to the treatment and/ or disposal facility.
	2. The method of transportation of the treated waste residue shall be compatible with the type of residue generated to ensure that no danger, nuisance, inconvenience or damage is caused to people or the environment.
	3. The service provider shall ensure that the transportation and disposal of the residue is conducted in accordance with relevant legislation and consents. This shall include the maximum storage times pending treatment.
7. **CONSULTANCY SUPPORT AND ON-SITE TRAINING**
	1. The service provider shall in its interface with the NHLS facilities provide consultancy support which will entail provision of expert advice to the relevant Facility Manager/ NHLS appointed representative. Such advice will include advice and provision of information, on the appropriate use of any commodities or containers and the waste management system.
	2. The service provider shall, as part of its responsibilities perform consultancy support activities as outlined in Appendix 1
	3. The service provider shall at the implementation of the service or as and when required by the relevant Business Manager or the appointed representative at a location to be determined by the Business Manager or appointed representative provide training on the segregation, containment, storage and handling of the waste to identified staff. This training shall be at no cost to the NHLS.
8. **MOBILISATION AND ROLLOUT**
	1. Following the award of the contract, the service provider shall, within 10 working days from contract date mobilise its staff, as well as acquire the necessary equipment and supplies. The mobilisation period shall further be used by the service provider to establish communication lines with each of the NHLS facilities as well as with the regional offices and the head office.
		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.

* 1. The service provider shall liaise with the Facility Manager/ NHLS appointed representative from each of the NHLS facilities during the mobilisation period and agree on the programme for implementation of the new waste management system at the respective NHLS facility.
	2. The service provider shall develop and submit to the NHLS a rollout plan for the service. The rollout plan must as a minimum cover the requirements set out in Appendix 3.
	3. While phasing in the new waste management system, the service provider shall be responsible for the collection, transportation, treatment and disposal of all waste generated at the time of the phase-in.

15.4.1 *Handover of Services*

When the Bid Period is approaching its end, the Contractor shall liaise with the NHLS’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 Laboratory Manager or NHLS representative 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.
	1. During the handover period the newly appointed service provider will be required to collect, treat and/ or dispose the waste containers, including the previous contractor’s containers until the stock is finished.
	2. The service provider shall separately cost the removal, treatment and disposal of the waste packaged in the old service providers’ containers.
	3. The service provider shall submit a pricing structure for each commodity as set out in the schedule appended to these specifications (Appendix 4).
	4. The service provider may be required to provide ad-hoc waste removal and disposal services as and when required.
	5. Where NHLS sites are commissioned or where existing sites are shutdown, Appendix 2 Shall be amended by the NHLS during the service period.

15.9.1 Where NHLS sites are commissioned or where existing NHLS sites are shut down, Appendix 2 shall be amended by the NHLS during the Bid Period. The NHLS 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 NHLS and the health site for the commencement of Services at those health sites. Likewise, the Contractor shall in consultation with the NHLS and the health site terminate its Services to the health sites that may be removed from the list.

1. **HANDOVER OF SERVICES (END OF CONTRACT)**
	1. When the contract period approaches its end, the service provider shall liaise with the Supply Chain Manager (SCM) and the newly appointed service provider, with the objective of ensuring a smooth and efficient transition of responsibilities to the new service provider.
2. **REPORTING AND COMMUNICATION**
	1. The service provider will be required to regularly communicate and provide feedback to the NHLS through meetings, reports and other means to provide information as requested.
	2. The service provider will be required to meet with NHLS at stated intervals in order to provide feedback to the NHLS.
	3. When the NHLS considers it necessary to convene a meeting for any reason the service provider shall, attend such meeting or at regular time periods to be agreed.

17.3.1 Bi-Weekly Project Meetings will be held between the Laboratory Manager or NHLS 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.

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

* 1. The service provider shall at all meetings be represented by a person suitable, qualified and authorised to make commitments and enter into agreements on behalf of the service provider.
	2. Summaries of all waste removed, destroyed and disposed of shall be provided to:
* The Regional Facility Office
* SHE Office
* Other individuals who will be identified
	1. The service provider shall develop templates for all of the required reports.
	2. The format and layout of the reports shall be agreed between the service provider and the National Manager Safety Health and Environment/ NHLS appointed representative.
	3. The service provider shall on monthly basis prepare and submit a summary of waste containers used, and waste categories and waste quantities collected, treated and/ or disposed per province serviced.
	4. The summaries must be finalised and submit to the relevant persons by no later than the 10th business day of the following month.
	5. The service provider shall prepare and submit a quarterly report throughout the contract period, which shall be submitted to the NHLS appointed representatives.
	6. Each report submitted shall cover three calendar months, starting on the 1st day of the period under consideration. The service provider shall submit the reports to the NHLS not later than the 10 business day of each month following the quarter.
	7. The first report shall cover the period from the commencement of services date up to the end of the quarter in which the commencement of services date occurs. The quarterly reports shall be in line with the NHLS financial year calendar.
	8. Quarterly reports shall include inter alia:
* The name of the NHLS facility by Business Unit and Area;
* The address of the NHLS facility and contact details;
* GPS coordinates of all collection points per NHLS facility;
* A record in the format agreed of the mass of each category of waste collected from the various facilities during the previous quarter;
* A record in the format agreed to of each type of containers supplied to each NHLS facility;
* A summary in the format agreed to on the type of treatment and safe disposal used for waste collected;
* A financial review in the format agreed to present service costs for each NHLS facility serviced;
* The quarterly report must reflect totals for that period as well as cumulative totals for that year to date;
* Reporting on problems encountered specifically related to the waste management standards and the effectiveness of waste management systems used at the various NHLS facilities;
* A summary of incident and accident reports submitted during the previous quarter, as well as the measures taken to rectify the situation and to prevent a reoccurrence of such incidents and accidents;
* Details of any unplanned outages experienced and of any planned outages expected;
* Any relevant health and safety matters; and
* Any relevant environmental compliance matters.
	1. The service provider shall prepare and submit an annual report throughout the contract period, which shall be submitted to the NHLS appointed representatives.
* The annual report, which shall coincide with the NHLS financial year end, and shall contain the below listed items as a minimum. The annual report are to be submitted to the NHLS appointed representative by no later than the 15th working day of April describe in detail the previous year’s events and activities including all events that have affected the service provider’s fulfilment of its obligations.
* A detailed plan for the next year by describing planned events and activities, including a plan for handling all of the expected waste streams.
1. Organisational matters:
* Key personnel
* Other staff
* Sub-contracted service providers
* Suppliers
* Organisational changes
1. Special events that have influence on the contractor’s obligation
* Adverse incidents that influenced the service provider’s compliance with the specifications of the contract:
* The service provider’s services failures
1. Operational report
* Operational failures by interfacing parties like sub- contract service providers and suppliers
* Operational failures by the NHLS;
* A record of the disposable containers delivered to each NHLS facility with information on types and quantities of each type;
* A record of the waste collected with information on mass and volume for each waste category collected from the all NHLS facilities per area;
* Graphs indicating container supply trends on a monthly as well as an annual basis;
* Graphs indicating waste generation trends on a monthly as well as annual basis;
* A record of the waste categories treated, treatment plant used and volumes of waste treated;
* A record of the waste categories disposed, the disposal site used and the volume for each category of waste;
1. Health and Safety:
* Summary of accident and incident reports and measures taken to prevent reoccurrence thereof;
* Supply and usage of Personal Protective Equipment (PPE);
* Compliance with the OHS Act;
1. Financial Matters:
* A financial review of service cost during the previous year broken down according to different NHLS facilities and areas
* Advice on potential cost reduction measures for the NHLS
* F- Environmental Matters:
* Evidence of impact management and pollution control in terms of the relevant legislation;
* Evidence of compliance with relevant registrations and authorizations; and
* Contractor’s failure to adhere to the relevant environmental legislation if applicable.
1. **WASTE MANAGEMENT AUDITS**
	1. The NHLS reserves the right to audit (announced and/ or unannounced) any facility, vehicle or premises utilised by the service provider at any reasonable hour and the service provider shall at all times co-operate with the NHLS appointed representative.
	2. The service provider shall, when have requested by the NHLS appointed representative, arrange for an audit of the facilities of a sub-contract service provider used by the service provider for transport, treatment or disposal of waste.
2. **CONTINGENCY PLAN**
	1. The service provider shall be required to prepare a contingency plan for any incidences or breakdown of services covering the following as a minimum:
3. Labour unrest
4. Breakdown of waste collection vehicles and related equipment
5. Stock out of containers and consumables
6. Shutdown/ unavailability of storage/ treatment facilities
7. Details of alternative storage/ treatment
8. Fuel shortages
9. Load shedding
10. Deviations in collection schedules
	1. The service provider shall be required to communicate with Facility Managers/ NHLS appointed representative timeously in the event that a collection date falls on a public holiday to negotiate alternative dates, should that be necessary.
	2. The NHLS will not be liable for any additional payments resulting from the provision, implementation or use of backup facilities.

1. **HEALTH AND SAFETY**
	1. The service provider is required to abide by the requirements of the Occupational Health and Safety Act 85 of 1993 (OHSA) and other relevant legislation. The service provider is to familiarise itself and comply with all relevant regulations and statutes governing waste management activities. The safety of the service provider’s personnel, its sub-contract service provider’s personnel, as well as that of members of the public, who may be adversely affected by the execution of the services, shall be the sole responsibility of the service provider.
	2. The service provider shall submit copies of its Occupational Health and Safety Plan with the tender application documents, that will be designed to ensure the health and safety of any persons involved in or affected by the management of waste.
	3. The Occupational Health and Safety Plan shall fully conform to the requirements of OHSA and the service provider shall ensure that all of its employees adhere to the requirements stipulated in the plan.
	4. The Occupational Health and Safety Plan shall provide a description of amongst others all equipment, procedures, training, and other measures that will be taken to ensure the health and safety of all personnel providing the services or likely to be affected by the services provided.
	5. The service provider shall submit proof of public liability insurance to cover any cleaning of environmental pollution arising out of a motor vehicle accident or similar incident with the tender application. Such public liability insurance shall be maintained at a level adequate to cover the effective cleaning of any incident which the service provider may encounter during the contract period.
	6. The service provider must submit copies of any contract or agreement with a recognised response company that will be deployed in the event of such an incident to effectively clean up any environmental pollution. The NHLS representative shall be informed should the service provider change the company at any time during the period of the contract.
	7. The service provider shall only allow drivers with the appropriate permits and training to drive and collect waste from NHLS facilities.
	8. No untrained persons shall be allowed to carry out any work under this contract.

**Appendix 1: Specifications for Consultancy Support and on-site Training**

1. **Consultancy support**

The contract shall make available a consultancy support service for all the NHLS facilities to ensure that the equipment and containers are properly used and that there is a smooth implementation of the new waste management system.

* 1. Specifications for consultancy support (only as required)

The consultancy support shall specifically address technical issues related to the waste management system.

It is essential that the person nominated to provide the consultancy support be familiar with all legislation relevant to the management of waste, Occupational Health and Safety Act and Regulations, and good waste management practices.

The consultancy service may include but is not limited to:

* Provide guidance in acquiring appropriate containers and liners;
* Advise NHLS facilities on waste management matters
* Advise on the modifications or upgrading of waste collection points for each NHLS facility
* Advise on specifications for associated equipment to be acquired by NHLS facilities, such as PPE
* Informing NHLS on compliance that all new waste management equipment is appropriately positioned and correctly used
* Possible waste minimization and cost saving mechanisms
	1. On-site training (only as requested)

Training must be provided on instruction of the relevant Business Manager or the appointed NHLS representative at a location to be determined by the Business Manager or NHLS appointed representative.

The training material will be agreed upon during contracting.

* + 1. Training materials

The service provider shall support the training with appropriate visual aids during training to reinforce the main teaching information.

English will be the language used for all training materials as well as for the presentation of training sessions.

* + 1. Evaluation

A follow-up report to the Business Manager and the SHE Department shall be prepared and provided within 5 working days after training.

The NHLS also reserves the right to train its own staff.

**Appendix 2: List of Facilities Per Area**

**LIST OF NHLS FACILITIES PER AREA**

**The service provider shall confirm the names and location of all waste sites at the implementation phase. It must be noted that waste collection points, waste quantities, and frequency of collections are subject to change as the NHLS operations change.**

1. **AREA 2: GAUTENG PROVINCE**

| **LOCATION** | **LABORATORY** |  **PREFERRED COLLECTION FREQUENCY** |
| --- | --- | --- |
| Tshwane | TAD NHLS Core Lab, Level F5 Bridge E, Pretoria Academic Hospital, Cnr Voortrekker Road & Malherbe Street, Riveira, Pretoria, 0002 | 2x a week Tuesday & Friday |
| Tshwane | NHLS Lab, Pathology Building, Prinshof Campus, 5 Bophelo Road (from Dr Savage Road), Arcadia, Pretoria, 0002  | 2 x a week Tuesday & FridayLiquid chemical waste 2-3 x per year |
| Dr George Mukhari | NHLS Laboratory, Room S143, Clinical Pathology Building, Sefako Makgatho Health Sciences University, Garankuwa, Pretoria North, 0204 | 2x a weekTuesday & Thursday |
| Jubilee | NHLS Laboratory, Jubilee Hospital, Themba Road, Hammanskraal, 0400 | Once a week |
| Kalafong | NHLS Laboratory, Kalafong Hospital, 1 Klipspringer road, Pretoria West, 0183 | Twice a week |
| Mamelodi  | NHLS Laboratory, 19472 Serapeng street, Buffer zone, Mamelodi, 0122 | Once a week |
| Odi | NHLS Laboratory, Klipgat Road, Next to Morula Sun, Odi, 0190 | Once a week |
| Pretoria West | NHLS Laboratory, 380 Sytze Wierda lane, Philip Nel Park, Pta West, 0183 | Once a week |
| Chris Hani Bara | NHLS Laboratory, 1st Floor, Chris Hani Baragwanath Hospital, Old Potchefstroom Road, Diepkloof, 1862 | Twice a week This is for solid waste |
| Chris Hani Bara | NHLS Laboratory, 1st Floor, Chris Hani Baragwanath Hospital, Old Potchefstroom Road, Diepkloof, 1862 | As needed (40drums)This is for liquid waste |
| CMJAH - Infection Control | NHLS Laboratory, Room 3S06,3rd Floor, Medical School, Jubilee Street, Parktown, 2193 | Twice a weekTuesday and Thursday |
| CMJAH  | NHLS Laboratory, Room 27, Area 454 CMJAH Hospital, Jubilee Street, Parktown, 2193 | Daily – Solid waste |
| CMJAH  | NHLS Laboratory, Room 27, Area 454 Johannesburg Hospital, York Road, Parktown, 2193 | Liquid waste once a week (60 x 20L drums)  |
| Edenvale | NHLS Laboratory, Edenvale Hospital, Modderfontein Road, Edenvale, 1609 | Once a week |
| Helen Joseph | NHLS Laboratory, Helen Joseph Hospital, Perth Road, Auckland Park 2006 | Once a week - Thursday |
| Rahima Moosa (Coro) | NHLS Laboratory, Coronation Hospital, cnr Fuel & Oudtshoorn Roads, Newclare, 2093 | Once a week - Friday |
| Witkoppen | NHLS Laboratory, 105 William Nicol Drive, Fourways, 2055 | Once in two weeks - Thursday |
| South Rand | NHLS Laboratory, Second Floor, South Rand Hospital, Friars Hill road, Rosettenville, 2130 | Once a week |
| Carletonville | NHLS Laboratory, Carletonville Hospital, Falcon road, Carletonville, 2499 | Once a week – Friday |
| Far East Rand | NHLS Laboratory, Far East Rand Hospital, Hospital Street, Springs, 1559 | Once a week |
| Bertha Gxowa | NHLS Laboratory, 12 Angus Street, Bertha Gxowa Hospital, Germiston, 1401 | Once a week |
| Kopanong | NHLS Laboratory, Kopanong Hospital, Casino Drive, Duncanville, Vereeniging, 1939 | Once a Week |
| Yusuf Dadoo | NHLS Laboratory, Next to Trauma Unit at yellow steps, Yusuf Dadoo Hospital, Hospital Street, Krugersdorp, 1739 | Once a week  |
| Leratong | NHLS Laboratory, Leratong Hospital, 1st Floor, cnr Randfontein and Chamdor Streets, Chamdor, 1740 | Twice a week |
| Thelle Mogoerane | NHLS Laboratory, Thelle Mogoerane Hospital, 12390 Nguza Street, Vosloorus  | Once a week |
| Pholosong | NHLS Laboratory, Pholosong Hospital, Ndaba Street, Tsakane, 1550 | Once a week |
| Sebokeng | NHLS Laboratory, Sebokeng Hospital, Moshoeshoe Street, Sebokeng, 1983 | 3x a week |
| Tambo Memorial | NHLS Laboratory, Tambo Hospital, Cnr Railway & Hospital Roads, Plantation, Boksburg, 1459 | 3 x a week Monday, Wednesday, Friday  |
| Tembisa | NHLS Laboratory, Tembisa Hospital, Tembisa, 1632 | Twice a week |
| Braamfontein | C/o De Korte and Hospital streets Braamfontein | Once a week Liquid Waste (60 litres x20 Drums) – Once a weekExpired Chemicals – Once a week |

**Appendix 3: Service Rollout Plan**

A service rollout plan to address the following areas as a minimum:

1. Introduction

Provide an overview of the HCRW management

* 1. Purpose of the rollout plan
	2. Overview of the process/ system
1. Management overview

A brief description of the rollout and major tasks involved

* 1. A brief description of the planned rollout/ deployment, supply of consumables, and implementation approach
	2. Details of key persons responsible for the project
	3. Details of key persons responsible for the project representing the transporter, treatment facility and disposal facility
	4. Outline major tasks from point of collection of HCRW to disposal of residue (in chronological order)
	5. Turn- around time for submission of destruction/ disposal certificates
	6. Planning and coordination of services with sub-contractors
	7. Site visits at NHLS facilities before implementation
	8. Acquisition of necessary consumables
1. Personnel requirements and staffing for the project
2. Vehicles required for the project
3. Details of waste treatment and/ or disposal facilities to be used
4. Management of incidents, accidents and complaints
5. Performance monitoring programme
	1. Performance monitoring tool and techniques and how it will be used to ensure that services are provided according to the contract
	2. Corrective action to be taken for poor performance

**Appendix 4: Schedule of quantities of Commodities per Province**

The following schedule of quantities of commodities is an estimate based on historical data per province presented as average annual totals and is inclusive of all categories of waste

It must be noted that not only quantities but also collection points and frequency of collections are subject to change as the NHLS operations change.

1. **Gauteng Province**

| **ITEM DESCRIPTION: GP** | **QUANTITIES OF CONTAINERS USED IN THE LAST YEAR** | **WEIGHT OF WASTE COLLECTED IN THE LAST YEAR** |
| --- | --- | --- |
| 20L dark green chemical/ pharmaceutical waste bucket with locking lid  | 191 | 3 746,2 |
| 25L white plastic drum with screw cap lid | 2 359 | 9 981,55 |
| Filters | 21 | 145,2 |
| 1.5L yellow sharps waste bucket with locking lid | 12 | 16,7 |
| 2.5L yellow sharps waste bucket with locking lid | 1 | 0,9 |
| 5L yellow sharps waste bucket with locking lid | 57 | 65,55 |
| 8L yellow sharps waste bucket with locking lid | 4 741 | 8 737,72 |
| 10L yellow sharps waste bucket with locking lid | 851 | 3 750,58 |
| 20L yellow sharps waste bucket with locking lid | 25 370 | 154 194,01 |
| Long Sharps | 5 | 29,75 |
| 2.5L red pathological waste bucket with locking lid | 5 | 4,4 |
| 5L red pathological waste bucket with locking lid | 7 | 21 |
| 10L red pathological waste bucket with locking lid | 29 | 180,5 |
| 20L red pathological waste bucket with locking lid | 4 060 | 34 685,97 |
| 25L lined infectious waste cardboard box set (Complete with liner, lid and cable tie) | 14 | 101,5 |
| 50L lined infectious waste cardboard box set (Complete with liner, lid and cable tie) | 3 915 | 20 897,12 |
| 140L lined infectious waste cardboard box set (Complete with liner, lid and cable tie) | 24 677 | 268 098,94 |
| 125L reusable infectious waste container | 9 | 78 |
| 240L red infectious waste 2wheelie bin with lockable lid | 97 | 2 196,25 |
| **TOTAL** | **66 421** | **573 352,84** |

**Appendix 5: Legislation, Policies, SABS Codes and Related Documents**

1. **Acts and Regulations**

The list of legislation, policies, standards and reports that are relevant to this tender include but are not limited to the following:

1. The Constitution of the Republic of South Africa, Act 108 of 1996
2. The National Waste Management Strategy, 2012
3. National legislation
* Hazardous Substances Act, 1973 (Act No. 15 Of 1973)
* Health Act, 1977 (Act No. 63 Of 1977)
* Human Tissue Act, 1983 (Act No. 65 Of 1983)
* National Environmental Management Act, 1998 (Act No. 107 Of 1998)
* National Nuclear Regulator Act, 1999 (Act No. 47 Of 1999)
* National Road Traffic Act, 1996 (Act No. 93 Of 1996)
* National Water Act, 1998 (Act No. 36 Of 1998)
* Nuclear Energy Act, 1999 (Act No. 46 Of 1999)
* Occupational Health and Safety Act, 1993 (Act No. 85 Of 1993)
* Medicines and Related Substances Act, 1965 (Act 101 Of 1965)
* National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008)
* National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004)
1. Provincial Legislation
* Local Government Ordinance Amendment Act, 2000
* Gauteng Health Care Waste Management Regulations, 2004
* Gauteng Waste Information Regulations, 2004
* Western Cape Health Care Risk Waste Management Regulations 2013
* Western Cape Health Care Waste Management Act 7 of 2007
1. Local Government
* Waste Management By-laws of Metros and Local Municipalities.
1. The Common Law of Nuisance
2. **Policies and SABS Codes:**
* Addressing the Health Care Waste problem in Gauteng – A Policy for Environmentally Sustainable Health Care Waste Management - DACEL: November 2001
* Guidelines on Sustainable Health Care Waste Management – DACEL: June 2002
* SANS 10228: 2006: The identification and classification of dangerous goods for transport.
* SANS 10229-1: 2005: Transport of Dangerous Goods - Packaging and large packaging for road and rail transport.
* SANS 10233: 2008: Transport of Dangerous Goods - Intermediate Bulk Containers for road and rail transport.
* SANS 10248: 2004: Management of Health Care Waste.
* SANS 10248-1: 2008: Management of Health Care Waste – Part 1: Management of health care risk waste from a health care Facility.
* SANS 452: 2008 Non-reusable and Reusable Sharps waste containers
* “Policy with regard to the Handling and Disposal of Fluorescent Tubes Collected in Large Quantities”, Department of Water Affairs and Forestry.
* “Policy on the Disposal of Medical Waste”, Department of Water Affairs and Forestry.
* United Nations Recommendations on the Transport of Dangerous Goods, Chapter 6.
* Environmental Policy on Waste Disposal.
* US Centre for Disease Control Standards.
1. **Other Health Care Risk Waste Related Documents**
* Safe Management of Wastes from Health Care Activities - World Health Organisation 1999.
* Feasibility Study into the Possible Regionalisation of Medical Waste Treatment Facilities in Gauteng – DACEL 2000.
* Feasibility Study for Sustainable Health Care Waste Management Scenarios for Gauteng – DACEL: Draft 2002.
* Health Care Waste (HCW) Generation and Characterisation Study for Health and Treatment Facilities – DACEL 2003.
* Training Materials and Posters developed for the HCW Pilot Projects – DACEL 2003.
* Generation Rates, Treatment Capacities and Minimal Costs of Health Care Waste in the 9 provinces of RSA – DEAT 2008

**Appendix 6: Special Conditions of Contract**

## INSTRUCTION

1. The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, NHLS reserves the right to include or waive the condition in the signed contract.
2. NHLS reserves the right to –
	1. Negotiate the conditions, or
	2. Automatically disqualify a bidder for not accepting these conditions.
3. In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, NHLS will invoke the rights reserved in accordance with subsection 1(2) above.
4. **SCOPE OF SUPPLY**
	1. The scope of supply for the service shall for the duration of the service period, in general terms include:
5. Confirmation of waste streams generated, the type of containers required per facility, frequency of delivery and collection, and confirmation of waste collection points
6. Supply and distribution of the consumables identified as per point (a) above required for the proper storage, collection and removal of waste (Appendix 4)
7. Provision of consultancy services (Appendix 1) where necessary
8. Safe and efficient collection of identified waste streams from the waste collection points at the identified NHLS facilities
9. Safe and legal transportation of waste to legally authorized hazardous waste treatment facilities
10. Safe and legal treatment of waste at legally authorised hazardous waste treatment facilities
11. Safe and legal transportation and disposal of treated waste residues at legally authorized disposal facilities
12. A training programme on the segregation, containers, storage and safe handling of waste streams to the identified staff as and when required by the relevant Area Manager or the NHLS representative
13. Reporting to relevant authorities as required by legislation
14. Reporting to the appointed NHLS representatives as per this specification
15. Convening and / or attending meetings and liaising with the relevant NHLS representatives
16. Interfacing with the managers or appointed officials in the identified facilities, regional offices and the NHLS SHE office in securing a safe and efficient management of waste
17. If the contractor fails to adhere to the applicable legislation in executing this service it shall constitute service failure.
	1. It must be noted that special containers may be required in unusual circumstances or for highly specialised purposes. The NHLS reserves the right to source these containers from other suppliers should the service provider not be able to provide such a service or be found to be more expensive.
	2. The service provider may be required to supply legal and suitable containers required when and if the NHLS introduces new technology.
	3. Any changes and/or improvement by the service provider in supplying and rendering of waste containers, collection, storage, treatment and/ or disposal will be for the service provider’s own cost
18. **Detailed Scope of Work**

**3.1 Waste Streams**

The services required in terms of paragraph 2 are for the safe and legal containment, collection, transportation, treatment and disposal of the waste streams which includes but not limited to:

1. Expired, unwanted, abandoned, discarded or disposed chemicals derived from experimental or diagnostic work.
2. Mixed liquid waste (mixture of water, chemicals and anatomical waste) from laboratory equipment or analyzers.
3. Unwanted, abandoned, discarded or disposed housekeeping chemicals.
4. Contaminated packaging e.g. empty chemical glass and plastic bottles.
5. Infectious Waste
6. Sharps Waste
7. Anatomical/ Pathological Waste
8. Pharmaceutical Waste
9. Isolation / Formidable Epidemic Disease Waste (as a sub category of HCRW requiring special precautions)
10. Used or unwanted HEPA filters from “dirty areas” of a laboratory or laboratory equipment
11. Used or unwanted Mercury containing thermometers and light tubes

Service providers to take note that NHLS reserves the right to change or amend waste streams.

**Appendix 7: Technical Requirements**

**MANDATORY REQUIREMENTS**

* 1. **SPECIAL INSTRUCTIONS TO VENDORS**
		1. Should a Bidder have reasons to believe that the Technical Specification is not open and/or is written for a particular brand or product; the Bidder shall notify Procurement Services within ten (10) days after publication of the bid.
		2. Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required explicitly state either “Comply/Not Comply” regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All documents as indicated must be supplied as part of the submission.
		3. Bidders are encouraged to promote the growth and development of SMME's, and will be assessed on their efforts in this regard during the evaluation of this Tender.

If a bidder does not comply fully with each of the mandatory requirements, it Shall be regarded as mandatory non-performance/non-compliance and the bid Shall be disqualified. No “unanswered” questions will be allowed. If a response to a question has been indicated as comply but not elaborated upon or substantiated it shall be regarded as mandatory non- performance/non-compliance and the bid shall be disqualified.

Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required, explicitly state either “Comply/Accept (with a “Yes”)” or “Do not comply/do not accept (with a “No”)” regarding compliance to the requirements. Bidders must substantiate their responses to all mandatory questions. PLEASE NOTE: If the response does not substantiate any of the points or requirements in the body of the tender, it will be deemed to not comply, even if the ‘Comply’ field has been marked. Please note: All documentation to substantiate the mandatory requirements has to be supplied.

1. **Technical Suitability: Mandatory Requirements**
	1.

|  |  |  |
| --- | --- | --- |
| **The bidder needs to indicate by ticking the appropriate box what service will be provided directly by the bidder and/ or what service will be outsourced to a third party.** | **Service provided directly by bidder** | **Service outsourced to third party (sub-contractor)** |
| Supply of waste containers |  |  |
| Provision of transport services |  |  |
| Treatment of waste |  |  |
| Disposal of waste |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Based on the box ticked under technical mandatory 5.1, the bidder must:1. Provide full detail of outsourced services as indicated above
2. Provide a copy of sub-contract agreement for each service being outsourced

**NOTE TO BIDDER:** Where services are not outsourced the bidder must tick not applicable box and elaborate on processes to be followed. | **Comply** | **Do Not Comply** | **Not applicable** |
|  |  |  |
| **Substantiate: Bidder to provide:**1. **full detail of outsourced services; and**
2. **a copy not older than 12 months of a signed and dated contract(s)/ letter(s) of agreement with sub- contract service provider(s) for the services being outsourced.**

**Failure to submit proof with tender will lead to disqualification.****NOTE TO BIDDER:** Where services are not outsourced the bidder must tick not applicable box |

|  |  |  |
| --- | --- | --- |
| The bidder must have a hazardous waste management licence(s) for the waste treatment facility(s).The bidder must provide a copy of all hazardous waste management licence(s) for the treatment facility(s) in compliance with the National Environmental Management: Waste Act No. 59 of 2008. | **Comply** | **Do Not Comply** |
|  |  |
| **Substantiate: The bidder must provide a copy(s) of all hazardous waste management licence(s) for the treatment facility(s) in compliance with the National Environmental Management: Waste Act No. 59 of 2008. Failure to submit proof with tender will lead to disqualification.** |

|  |  |  |
| --- | --- | --- |
| The bidder must have a hazardous waste management licence(s) for the waste disposal facility(s).The bidder must provide A copy of all hazardous waste management licence(s) for the disposal facility(s) in compliance with the National Environmental Management: Waste Act No. 59 of 2008. | **Comply** | **Do Not Comply** |
|  |  |
| **Substantiate: The bidder must provide a copy(s) of all hazardous waste management licence(s) for the disposal facility(s) in compliance with the National Environmental Management: Waste Act No. 59 of 2008. Failure to submit proof with tender will lead to disqualification.** |

|  |  |  |
| --- | --- | --- |
| The bidder must have appropriate current driver training certificate(s) for drivers employed by the service provider to drive the vehicle(s) that will be used to transport waste. The certificate must be issued by a Transport Education and Training Authority (TETA) registered driver training company.The bidder must provide a list of all the drivers as at the date of closure of the tender and a copy of the current valid driver certificate(s) for each driver listed. | **Comply** | **Do Not Comply** |
|  |  |
| **Substantiate: The bidder must provide:**1. **List of all drivers; and**
2. **Copy of appropriate current valid driver training certificate(s) for each driver as issued by a Transport Education and Training Authority (TETA) registered driver training company.**

**Failure to submit proof with tender will lead to disqualification.** |

|  |  |  |
| --- | --- | --- |
| The bidder must have a certificate of compliance issued by SABS for waste containers that will be supplied in terms of this contract. The bidder must provide a copy of the SABS certificate of compliance for containers. | **Comply** | **Do Not Comply** |
|  |  |
| **Substantiate:**  **The bidder must provide a copy of a certificate of compliance with SANS 10229 as proof that containers to be supplied for packaging and transportation of waste comply with SANS 10229. Failure to submit proof with tender will lead to disqualification.** |

|  |  |  |
| --- | --- | --- |
| The bidder must have a valid registration as an operator of dangerous goods in terms of the National Road Traffic Act, 1996. The bidder must provide a copy of the valid licence and operator registration for the vehicle (s) to be used for transportation of dangerous goods/ waste | **Comply** | **Not Comply** |
|  |  |
| **Substantiate:** **The bidder must provide a copy of the valid licence and operator registration (Category G, D and/ or D operator registration) for the vehicle (s) to be used for transportation of dangerous goods/ waste. Failure to submit proof with tender will lead to disqualification.** |

|  |  |  |  |
| --- | --- | --- | --- |
| The bidder must be registered and/ or authorised as a transporter of HCRW in Western Cape and/or Gauteng Provinces respectively if bidding to operate in Western Cape and/or Gauteng. The bidder to indicate registration for the relevant province by ticking the appropriate box.The bidder to provide proof of registration/ authorisation issued by the provincial departments of environmental affairs in the Western Cape and/or Gauteng.**NOTE TO BIDDER:** Proof of application for registration alone is not acceptable.  | **Comply; GP Registered** | **Comply WC Registered** | **Not Applicable** |
|  |  |  |
| **Substantiate: The bidder must provide proof of registration/ authorisation issued by the provincial departments of environmental affairs in the Western Cape and/or Gauteng respectively.** **Failure to submit proof with tender will lead to disqualification.** |

|  |  |  |
| --- | --- | --- |
| The bidder must be in possession of the necessary valid hazardous waste management licence(s) for the waste disposal facility(s) in compliance with the National Environmental Management: Waste Act No. 59 of 2008.The bidder to provide copy(s) of a valid hazardous waste management licence(s) for the waste disposal facility(s) in compliance with the National Environmental Management: Waste Act No. 59 of 2008 | **Comply** | **Do Not Comply** |
|  |  |
| **Substantiate: The bidder must provide proof of all valid hazardous waste management licence(s) for the waste disposal facility(s) in compliance with the National Environmental Management: Waste Act No. 59 of 2008.** **Failure to submit proof with tender will lead to disqualification.** |

|  |  |  |
| --- | --- | --- |
| The bidder must be in possession of the necessary valid hazardous waste management licence(s) for all the waste treatment facility(s) in compliance with the National Environmental Management: Waste Act No. 59 of 2008.The bidder to provide copy(s) of a valid hazardous waste management licence(s) for all the waste treatment facility(s) in compliance with the National Environmental Management: Waste Act No. 59 of 2008 | **Comply** | **Do Not Comply** |
|  |  |
| **Substantiate: The bidder must provide proof of all valid hazardous waste management licence(s) for the waste treatment facility(s) in compliance with the National Environmental Management: Waste Act No. 59 of 2008.** **Failure to submit proof with tender will lead to disqualification.** |

* 1.

|  |  |  |  |
| --- | --- | --- | --- |
| The bidder must be in possession of proof of registration for any storage facility (s) (transfer station) to be used in terms of the Waste Act, 2008.The bidder to provide proof of registration for any storage facility/ transfer station to be used in terms of the Waste Act, 2008**NOTE TO BIDDER: If the bidder will not be using any storage facility/ transfer station please tick the not applicable box and elaborate on process that will be followed.** | **Comply** | **Do Not Comply** | **Not Applicable** |
|  |  |  |
| **Substantiate: Proof of registration for any storage facility (s) (transfer station) to be used in terms of the Waste Act, 2008.** **Failure to submit proof with tender will lead to disqualification.** |

|  |  |  |
| --- | --- | --- |
| The bidder must have adequate public liability insurance policy to cover any eventuality arising from the conducting of business per the scope of work. Such public liability insurance shall be maintained for the contract duration at a level adequate to cover any incident which the service provider may encounter. The bidder must provide proof of public liability insurance.  | **Comply** | **Do Not Comply** |
|  |  |
| **Substantiate: The bidder must provide proof of public liability insurance policy.** **Failure to submit proof with tender will lead to disqualification.** |

|  |  |  |
| --- | --- | --- |
| The bidder must provide proof of Satellite tracking for the vehicle (s) to be utilised for the transportation of waste during contracting**Note to Bidder:** Failure to utilise vehicles that are not tracked will constitute a service failure.  | **Comply** | **Do Not Comply** |
|  |  |
| **Substantiate: The bidder must provide a letter from a Vehicle Tracking Company confirming satellite tracking for the vehicles used to transport waste.** **Failure to submit proof with tender will lead to disqualification.** |

|  |  |  |
| --- | --- | --- |
| The bidder must have an Occupational Health and Safety Plan that will be designed to ensure the health and safety of any employee involved in or affected by the management of waste.The bidder must provide a copy of the Occupational Health and Safety Plan to cover a minimum1. Equipment
2. Training
3. Medical surveillance
 | **Comply** | **Do Not Comply** |
|  |  |
| **Substantiate: The bidder to provide a copy of the Occupational Health and Safety Plan.****Failure to submit proof with tender will lead to disqualification.** |

|  |  |  |
| --- | --- | --- |
| The bidder must have provided for the supply of approved containers and legal collection, treatment and disposal of health care risk waste to a minimum of two verifiable and contactable clients, private or government institutions during the past two year. | **Comply** | **Do Not Comply** |
|  |  |
| **Substantiate: The bidder must Provide two (2) reference letters of affirmation from either a private or government institutions to whom this service was delivered. Each letter must be dated, signed and on a letterhead of the customer and indicate the following:**1. **Who is the customer. Their company name and physical address.**
2. **Contactable contact details.**
3. **The letter must indicate the type of service rendered as specified under the scope of work within the past two years.**

**Failure to submit proof with tender will lead to disqualification.** |

**ANNEXURE B: Tax Clearance Requirements (SBD2)**

1 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.

2 In order to meet these 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.

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

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

5 In bids where Consortia / Joint Ventures / subcontractors are involved, each party must submit a separate Tax Clearance Certificate.

6 Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

7 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers shall need to register with SARS as eFilers through the website www.sars.gov.za.

 TAX CLEARANCE 

**Application for a Tax Clearance Certificate**

**Particulars of applicant**



**Particulars of representative (Public Officer/Trustee/Partner)**



**Particulars of tender (If applicable)**



**Audit**



**Appointment of representative/agent (Power of Attorney)**



**Declaration**



**Notes:**

1. It is a serious offence to make a false declaration.

2. Section 75 of the Income Tax Act, 1962, states: Any person who

* 1. (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
	2. (b) without just cause shown by him, refuses or neglects to­

 (i) furnish, produce or make available any information, documents or things;

* 1. (ii) reply to or answer truly and fully, any questions put to him ...
	 As and when required in terms of this Act ... shall be guilty of an offence ...
1. **SARS shall, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
2. Your Tax Clearance Certificate shall only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**ANNEXURE C: Pricing Schedule**

**Important:**

1. **Total bid price is calculated by multiplying average usage by the quoted unit price and then adding up the total for the quoted province.**
2. **Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.**
3. All prices must be VAT exclusive and must be quoted in South African Rand (ZAR).
4. All prices must be firm and fixed from the tender closing date and for the duration of the contract.
5. All the consortium or joint venture partners must submit a complete set of the latest audited financial statements.
6. All bidders must cost according to the costing template provided or this will lead to disqualification.

|  |  |  |
| --- | --- | --- |
| The cost of the container, transportation, treatment, etc. Must be included in this proposal. | Comply | Do Not comply |
|  |  |
| Substantiate / Comments  |

|  |  |  |
| --- | --- | --- |
| All additional costs must be clearly specified. | Comply | Do Not comply |
|  |  |
| Substantiate / Comments  |

**SBD 3.1**

**PRICING SCHEDULE – FIRM PRICES**

**(PURCHASES)**

**NOTE:** **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

|  |
| --- |
| Name of bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Bid number: RFQ 065/18-19 Closing Time 11:00 am Closing date: 22 November 2018** |

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

**ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY**

**NO.**  \*\* (ALL APPLICABLE TAXES INCLUDED)

- **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**

* **Delivery basis \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**\*\* “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 DECLARATION FORM**

**Dear Madam /Sir,**

Having read through and examined the Tender Document, RFQ065/18-19General Conditions, the requirement and all other Annexures to the Tender Document, we offer to provide for the Legal Collection, Treatment and Disposal of Health Care Risk Waste at the NHLS for a Period of Three (3) Years as detailed in the bid document, for the total Tendered Contract Sum of in:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (VAT Incl.) Amount in Words

R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (VAT Incl.) Amount in Numbers

We confirm that this price covers all activities associated with RFB 077/17-18 **but** not limited to the supply of all required, for the Legal Collection, Treatment and Disposal of Health Care Risk Waste at the NHLS for a Period of Three (3) Years. We confirm that NHLS will incur no additional costs whatsoever over and above this amount in connection with the supply of this solution.

We further confirm that all licences required for complete implementation of the solution, and the costs associated therewith, as well as any licences that may be required for future expansion have been fully described and disclosed in this document.

We undertake to hold this offer open for acceptance for a period of **90 days** from the date of submission of offers.  We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SIGNED:** |  |  | **DATE:** |  |

|  |  |
| --- | --- |
| **Print name of signatory)** |  |
| **Designation** |  |

|  |  |  |
| --- | --- | --- |
| **FOR AND ON BEHALF OF:** | COMPANY NAME |  |
|  | Tel No |  |
|  | Fax No |  |
|  | Cell No |  |

**NOTE: THE ESTIMATED VOLUMES BELOW ARE INDICATIVE AND IS PROVIDED FOR EVALUATION PURPOSES. THE BIDDER WILL BE CONTRACTED ON THE TOTAL COST PER UNIT.**

\*Please transfer the total annual cost to the table below to calculate the total 6 months costs:

**PRICING SCHEDULE**

**Please indicate your total bid price here as total**

|  |  |  |  |
| --- | --- | --- | --- |
| **Proposed NHLS Allocation** | **Total in Six Months** **(Vat Excl.)** | **VAT (15%)** | **Total costs for 6 months** **(Vat Incl.)** |
| Gauteng | R | R | R |

**COSTING OF LISTED COMMODITIES PER PROVINCE**

Please complete the tables below for costing of Health Care Risk Waste Management services that the bidder would provide per province.

The average usage of commodities by NHLS laboratories presented below is an estimate based on historical data of the previous three years per province and is inclusive of all categories of HCRW. It must be noted that quantities of commodities, collection points and frequency of collections are subject to change as the NHLS operations change

**Gauteng Province**

| **ITEM** | **Average Usage** | **Unit Price: Per Month (Each)** | **Total Cost Of Service per month** | **Total Estimated Cost: for six months** |
| --- | --- | --- | --- | --- |
| 1. **Sharps waste containers (Yellow)**
 |  |  |  |  |
| 1L | 1 |  |  |  |
| 1.5L | 12 |  |  |  |
| 2.5L | 1 |  |  |  |
| 4L  | 1 |  |  |  |
| 5L  | 57 |   |  |  |
| 7.6L  | 1 |   |  |  |
| 8L | 1 |  |  |  |
| 10L  | 851 |  |  |  |
| 20L | 25 370 |  |  |  |
| 25L | 1 |  |  |  |
| 1. **Pathological waste containers (Red)**
 |  |  |  |  |
| 2.5L | 5 |   |  |  |
| 5L | 7 |  |  |  |
| 10L  | 29 |  |  |  |
| 20L  | 4 060 |  |  |  |
| 25L | 1 |   |  |  |
| 1. **Lined cardboard box set**
 |  |  |  |  |
| 25L (Complete with liner, lid and cable tie) | 14 |  |  |  |
| 50L (Complete with liner, lid and cable tie) | 3 915 |   |  |  |
| 140L (Complete with liner, lid and cable tie) | 24 677 |  |  |  |
| 142L (Complete with liner, lid and cable tie) | 1 |   |  |  |
| 125L Reusable container | 9 |  |  |  |
| 240L red infections waste wheelie Bin with lockable lid | 97 |  |  |  |
| 1. **Pharmaceutical waste containers (Green)**
 |  |  |  |  |
| 5L dark green chemicals/ pharmaceutical waste bucket with locking lid  | 1 |  |  |  |
| 10L dark green chemicals/ pharmaceutical waste bucket with locking lid  | 1 |  |  |  |
| 20L dark green chemical/ pharmaceutical waste bucket with locking lid  | 191 |  |  |  |
| 25L dark green chemical/ pharmaceutical waste drum with screw cap lid  | 1 |  |  |  |
| 210L chemical/ pharmaceutical waste drum (Liquid) | 1 |  |  |  |
| 240L dark green chemicals/ pharmaceutical waste wheelie bin  | 1 |  |  |  |
| 25L white plastic drum with screw cap lid | 2 359 |  |  |  |
| Bin/ box for mercury containing lamps  | 1 |  |  |  |
| **HEPA Filter** |  |  |  |  |
| HEPA filter only for collection and destruction 1220mm x 457mm x 69mm. | 1 |  |  |  |
| Sub Total (VAT excl.) |  |  |  |
| VAT (15%) |  |  |  |
| **Grand Total (VAT incl.)** |  |  |  |

| **Accessories- Supply of commodity only** | **AVERAGE USAGE** | **Per month** | **Total Estimated Cost: Six months** |
| --- | --- | --- | --- |
| **ITEM** | **UNIT PRICE (Each)** | **TOTAL COST OF SERVICE** | **UNIT PRICE (Each)** |
| Biohazard tape (Per 50m roll) | 1 |  |  |  |
| 142L red box liner 60µ (pack of 100) | 1 |  |  |  |
| 142L red box liner 80µ (pack of 100) | 1 |  |  |  |
| 142L red box liner 100µ (pack of 100) | 1 |  |  |  |
| A5 size sticker indicating anatomical waste | 1 |  |  |  |
| A5 size sticker indicating cytotoxic waste | 1 |  |  |  |

|  |  |  |
| --- | --- | --- |
| **ITEM** | **PER CONSULTATION/PERSON** |  **TOTAL COST OF SERVICE** |
| Cost for on-site consultations when requested by NHLS (per consultation) | R | R |
| Cost of on-site training per person |  R |  R |

**COST PER UNIT WHERE CONTAINER(s) IS NOT PROVIDED BY SUPPLIER MUST BE INCLUSIVE OF TRANSPORT, TREATMENT AND/ DISPOSAL**

| **ITEM DESCRIPTION** | **TOTAL COST PER UNIT WHERE CONTAINER IS NOT PROVIDED BY SUPPLIER MUST BE INCLUSIVE OF TRANSPORT, TREATMENT AND/ DISPOSAL** |
| --- | --- |
| 10L dark green chemicals/ pharmaceutical bucket with locking lid | R |
| 20L dark green chemicals/ pharmaceutical waste bucket with locking lid | R |
| 25L dark green chemicals/ pharmaceutical waste drum with screw cap lid | R |
| 210L chemical/ pharmaceutical waste drum | R |
| 240L dark green chemical/ pharmaceutical waste wheelie bin | R |
| 25L white plastic drum with screw cap lid | R |
| Bin/ box for mercury containing lamps | R |
| 1L yellow sharps waste bucket with locking lid | R |
| 2.5L yellow sharps waste bucket with locking lid | R |
| 4L yellow sharps waste bucket with locking lid  | R |
| 5L yellow sharps waste bucket with locking lid | R |
| 6L yellow sharps waste bucket with locking lid | R |
| 7.6L yellow sharps waste bucket with locking lid | R |
| 8L yellow sharps waste bucket with locking lid | R |
| 10L yellow sharps waste bucket with locking lid | R |
| 20L yellow sharps waste bucket with locking lid | R |
| 25L yellow sharps waste bucket with locking lid | R |
| 240L yellow sharps waste wheelie bin with lockable lid | R |
| 5L red pathological waste bucket with locking lid | R |
| 10L red pathological waste bucket with locking lid | R |
| 20L red pathological waste bucket with locking lid | R |
| 50L lined infectious waste cardboard box set (Complete with liner, lid and cable tie) | R |
| 140L lined cardboard box set (Complete with liner, lid and cable tie) | R |
| 142L lined infectious waste cardboard box set (Complete with liner, lid and cable tie) | R |
| 50L box red plastic liners of 80microns  | R |
| 142L box red plastic liners of 80 microns  | R |
| 45L reusable infectious waste container | R |
| 90L reusable infectious waste container | R |
| 240L red infectious waste wheelie bin with lockable lid | R |

**ANNEXURE D: Declaration of Interest (SBD4)**

1. Any legal person, including persons employed by the state[[1]](#footnote-1), 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 positionin relation to the evaluating/adjudicating authority where:

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

1.1.2 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.

1.2 **In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid.**

1.2.1 Full name of bidder or his or her representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.2.2 Identity number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* + 1. Position occupied in the company (director, trustee, shareholder) \_\_\_\_\_\_\_\_\_\_\_\_\_
		2. Company registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		3. Tax reference number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		4. VAT registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
			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.
			2. 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 positionin relation to the evaluating/adjudicating authority where:

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

1.2.6.2.2 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.**

* 1. Full name of the bidder or his or her representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	2. Identity number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	3. Position occupied in the company (director, trustee, shareholder[[2]](#footnote-2)): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	4. Company registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	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.

2.7 Are you or any person connected with the bidder **YES / NO**

presently employed by the state?

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* + 1. If you are presently employed by the state, did you obtain **YES / NO**

the appropriate authority to undertake remunerative

work outside employment in the public sector?

If yes, did you attach proof of such authority to the Bid document?

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

* + - 1. If not, furnish reasons for non-submission of such proof: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Did you or your spouse, or any of the company’s directors / **YES / NO**

trustees / shareholders / members or their spouses conduct

business with the state in the previous twelve months?

2.8.1 If so, furnish other particulars: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Do you, or any person connected with the bidder, have **YES / NO**

any relationship (family, friend, other) with a person

employed by thestate and who may be involved with

the evaluation and or adjudication of this bid?

2.9.1 If so, furnish other particulars: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.10 Are you, or any person connected with the bidder, **YES/NO**

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?

2.10.1 If so, furnish other particulars \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**

of the company have any interest in any other related companies

whether or not they are bidding for this contract?

2.11.1 If so, furnish other particulars \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Full name** | **Identity number** | **Personal tax reference number** | **State employee number / Persal number** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**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 GCC should this declaration prove to be false.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Signature Date**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Position Name of bidder**

**ANNEXURE E: National Industrial Participation (SBD5)**

This document must be signed and submitted together with your bid **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

**INTRODUCTION**

The National Industrial Participation (NIP) Program, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the program.

**1 PILLARS OF THE PROGRAMME**

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million shall have an NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million. or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2-year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content shall exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above shall amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

* 1. A period of seven years has been identified as the time frame within which to discharge the obligation.

**2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

* 1. In order to ensure effective implementation of the program, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million rand), submit details of such a contract to the DTI for reporting purposes.
	2. The purpose for reporting details of contracts in excess of the amount of R10 million (ten million rand) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

**3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million rand), to contact and furnish the DTI with the following information:

* bid or contract number.
* description of the goods, works or services.
* date on which the contract was accepted.
* name, address and contact details of the government institution.
* value of the contract.
* imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted at telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the program.

**4 PROCESS TO SATISFY THE NIP OBLIGATION**

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps shall be followed:

a. the contractor and the DTI shall determine the NIP obligation;

b. the contractor and the DTI shall sign the NIP obligation agreement;

c. the contractor shall submit a performance guarantee to the DTI;

d. the contractor shall submit a business concept for consideration and approval

 by the DTI;

e. upon approval of the business concept by the DTI, the contractor shall submit detailed business plans outlining the business concepts;

f. the contractor shall implement the business plans; and

g. the contractor shall submit bi-annual progress reports on approved plans to the DTI.

* 1. The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

**Bid number**: RFB 077/17-18 **Closing date**11 May 2018 at 11h00 am

Name of bidder…………………………………………………………………………………………………………………………………………………………………

Postal address……………………………………………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………………………………………………………………….

Signature……………………………………………………………………………… Name(in print)………………………..………………………………………..

Date……………………………………………………………..

**ANNEXURE F: Preferential Procurement Claim Form (SBD6.1)**

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

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, 2011.**

1. **GENERAL CONDITIONS**
	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 The value of this bid is estimated to not exceed or exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable.

* 1. Points for this bid shall be awarded for:
1. Price; and
2. B-BBEE Status Level of Contributor.
	1. The maximum points for this bid are allocated as follows:

|  |  |
| --- | --- |
|  | **POINTS** |
| Price | 80 /90 |
| B-BBEE Status Level Of Contributor | 20 / 10 |
| Total points for Price and B-BBEE must not exceed | **100** |

* 1. 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.
	2. 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.
1. **DEFINITIONS**
2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
3. “**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;
4. **“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;
5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
6. **“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;
7. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
8. **“prices”** includes all applicable taxes less all unconditional discounts;
9. **“proof of B-BBEE status level of contributor”** means:
10. B-BBEE Status level certificate issued by an authorized body or person;
11. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
12. Any other requirement prescribed in terms of the B-BBEE Act;
13. **“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;
14. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
15. **ADJUDICATION USING A POINT SYSTEM**
	1. **THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20 or 90/10**

 **** or ****

Where

 Ps = Points scored for price of bid under consideration

 Pt = Price of bid under consideration

 Pmin = Price of lowest acceptable bid

1. **Points awarded for B-BBEE Status Level of Contribution**

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

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

1. **BID DECLARATION**

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

1. **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contribution: …………. = ……… (maximum of 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 means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

1. **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 subcontracted? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_%

 (ii) the name of the sub-contractor? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (iii) the B-BBEE status level of the sub-contractor? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (iv) whether the sub-contractor is an EME?

(***Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

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

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

1. **DECLARATION WITH REGARD TO COMPANY/FIRM**
	1. Name of company/firm: ………………………………………………………………………………………………
	2. VAT registration number: ……………………………………….……………………………………………………
	3. Company registration number: ………….……………………….………………………………………………
	4. Type of Company/Firm

 Partnership/Joint Venture / Consortium

 One person business/sole propriety

 Close corporation

 Company

 (Pty) Limited

[Tick applicable box]

* 1. Describe Principal Business Activities

……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..

* 1. Company Classification

 Manufacturer

 Supplier

 Professional service provider

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

[*Tick applicable box*]

* 1. Total number of years the company/firm has been in business: ……………………………
	2. 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:
1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. 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;
4. 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 –
	1. disqualify the person from the bidding process;
	2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
	3. 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;
	4. 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
	5. forward the matter for criminal prosecution.

**WITNESSES**

1. ……………………………………..
2. …………………………………….

……………………………………….

**SIGNATURE(S) OF BIDDERS(S)**

DATE: …………...…………………………………..

ADDRESS …………………………………………….....

……………………………………………….

 ………………………………………………..

……………………………………………….

**SWORN AFFIDAVIT: B-BBEE QUALIFYING SMALL ENTERPRISE: GENERAL**

I, the Undersigned

|  |  |
| --- | --- |
| **Full Name and Surname:** |  |
| **Identity Number:** |  |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

|  |  |
| --- | --- |
| **Enterprise Name:** |  |
| **Trading (if applicable):** |  |
| **Enterprise Physical Address:** |  |
| **Type of Entity (CC, Pty Ltd, Sole Prop etc.)** |  |
| **Nature of Business:** |  |
| **Definition of “Black People:** |

|  |
| --- |
| As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – * 1. Who are citizens of the Republic of South Africa by birth or descent; or
	2. Who became citizens of the Republic of South Africa by naturalization-
1. Before 27 April 1994; or
2. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
 |

 |

1. I hereby declare under Oath that:
* The Enterprise is \_\_\_\_\_\_\_\_\_\_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
* The Enterprise is \_\_\_\_\_\_\_\_\_\_\_\_\_\_% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
* The Enterprise is \_\_\_\_\_\_\_\_\_\_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
* Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands).
* Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

|  |  |  |
| --- | --- | --- |
| **100% Black Owned** | Level One (135% B-BBEE procurement recognition level) |  |
| **At least 51% Black Owned** | Level Two (125% B-BBEE procurement recognition level) |  |

1. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
2. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Commissioner of Oaths**

**Signature and Stamp**

**SWORN AFFIDAVIT: B-BBEE QUALIFYING MICRO ENTERPRISE: GENERAL**

I, the Undersigned

|  |  |
| --- | --- |
| **Full Name and Surname:** |  |
| **Identity Number:** |  |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

|  |  |
| --- | --- |
| **Enterprise Name:** |  |
| **Trading (if applicable):** |  |
| **Enterprise Physical Address:** |  |
| **Type of Entity (CC, Pty Ltd, Sole Prop etc.)** |  |
| **Nature of Business:** |  |
| **Definition of “Black People:** |

|  |
| --- |
| As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – * 1. Who are citizens of the Republic of South Africa by birth or descent; or
	2. Who became citizens of the Republic of South Africa by naturalization-
1. Before 27 April 1994; or
2. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
 |

 |

1. I hereby declare under Oath that:
* The Enterprise is \_\_\_\_\_\_\_\_\_\_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
* The Enterprise is \_\_\_\_\_\_\_\_\_\_\_\_\_\_% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
* The Enterprise is \_\_\_\_\_\_\_\_\_\_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
* Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) or less.
* Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

|  |  |  |
| --- | --- | --- |
| **100% Black Owned** | **Level One** (135% B-BBEE procurement recognition level) |  |
| **At least 51% Black Owned** | **Level Two** (125% B-BBEE procurement recognition level) |  |
| **Less than 51% Black Owned**  | **Level Four** (100% B-BBEE procurement recognition level)  |  |

1. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
2. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Commissioner of Oaths**

**Signature and Stamp**

**ANNEXURE G: Declaration of Bidders Past Supply Chain Practices (SBD8)**

**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:
	1. abused the institution’s supply chain management system;
	2. committed fraud or any other improper conduct in relation to such system; or
	3. 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.**

| **Item** | **Question** | **Yes** | **No** |
| --- | --- | --- | --- |
| 4.1 | 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).**The Database of Restricted Suppliers now resides on the National Treasury’s website(**[www.treasury.gov.za](http://www.treasury.gov.za)**) and can be accessed by clicking on its link at the bottom of the home page.**  | Yes[ ]  | No[ ]  |
| 4.1.1 | If so, furnish particulars: |
| 4.2 | 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 (**[www.treasury.gov.za](http://www.treasury.gov.za)**) by clicking on its link at the bottom of the home page.**  | Yes[ ]  | No[ ]  |
| 4.2.1 | If so, furnish particulars: |
| 4.3 | 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? | Yes[ ]  | No[ ]  |
| 4.3.1 | If so, furnish particulars: |
| 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? | Yes[ ]  | No[ ]  |
| 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**

**ANNEXURE H: Certificate of Independent Bid Determination (SBD9)**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1 This Standard Bidding Document (SBD) must form part of all bids[[3]](#footnote-3)¹ 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).[[4]](#footnote-4) 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.

1. 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.
2. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

**SBD 9**

**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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that:

**(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 authorised 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 authorised 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 organisation, other than the bidder, whether or not affiliated with the bidder, who:

5.1 has been requested to submit a bid in response to this bid invitation;

5.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

5.3 provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

1. 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 consortium[[5]](#footnote-5) will not be construed as collusive bidding.
2. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
	1. prices;
	2. geographical area where product or service will be rendered (market allocation)
	3. methods, factors or formulas used to calculate prices;
	4. the intention or decision to submit or not to submit, a bid;
	5. the submission of a bid which does not meet the specifications and conditions of the bid; or
	6. bidding with the intention not to win the Bid.
3. 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.
4. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
5. 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**

**ANNEXURE I: Government Procurement: General Conditions of Contract – July 2011**

**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 GCC will form part of all bid documents and may not be amended.

 Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

**TABLE OF CLAUSES**

1. Definitions

2. Application

3. General

4. Standards

5. Use of contract documents and information; inspection

6. Patent rights

7. Performance security

8. Inspections, tests and analysis

9. Packing

10. Delivery and documents

11. Insurance

12. Transportation

13. Incidental services

14. Spare parts

15. Warranty

16. Payment

17. Prices

18. Contract amendments

19. Assignment

20. Subcontracts

21. Delays in the supplier’s performance

22. Penalties

23. Termination for default

24. Dumping and countervailing duties

25. Force Majeure

26. Termination for insolvency

27. Settlement of disputes

28. Limitation of liability

29. Governing language

30. Applicable law

31. Notices

32. Taxes and duties

33. National Industrial Participation Programme (NIPP)

34. Prohibition of restrictive practices

**General conditions of contract**

1. **Definitions**

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 anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 “Day” means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organisation purchasing the goods.

1.22 “Republic” means the RSA.

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.

1. **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, SCC are also laid down to cover specific supplies, services or works.

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

1. **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

1. **Standards**

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

1. **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.

1. **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.

1. **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:

7.3.1 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

7.3.2 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.

1. **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 organisation 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 analysed 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.

1. **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.

1. **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.

1. **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.

1. **Transportation**

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

1. **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:

13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4 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

13.1.5 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.

1. **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:

14.1.1 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

14.1.2 in the event of termination of production of the spare parts:

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

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

1. **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.

1. **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 fulfilment 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.

1. **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 authorised in SCC or in the purchaser’s request for bid validity extension, as the case may be.

1. **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.

1. **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.

1. **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.

1. **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 cancelling 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.

1. **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.

1. **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:

23.1.1 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;

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

23.1.3 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:

23.6.1 the name and address of the supplier and / or person restricted by the purchaser;

23.6.2 the date of commencement of the restriction

23.6.3 the period of restriction; and

23.6.4 the reasons for the restriction.

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

23.8 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.

1. **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.

1. ***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.

1. **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.

1. **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,

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

1. **Limitation of liability**

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

28.1.1 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

28.1.2 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.

1. **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.

1. **Applicable law**

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

1. **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.

1. **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 SARSs.

1. **National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the DTI shall be applicable to all contracts that are subject to the NIP obligation.

1. **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.

**The above General Conditions of Contract (GCC) are accepted by:**

|  |  |
| --- | --- |
| **Name:** |  |
| **Designation:** |  |
| **Bidder:** |  |
| **Signature:** |  |
| **Date:** |  |

1. “State” means –

	1. 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);
	2. any municipality or municipal entity;
	3. provincial legislature;
	4. national Assembly or the national Council of provinces; or
	5. Parliament. [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)
3. Includes price quotations, advertised competitive bids, limited bids and proposals. [↑](#footnote-ref-3)
4. 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. [↑](#footnote-ref-4)
5. 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. [↑](#footnote-ref-5)