



**NATIONAL HEALTH  
LABORATORY SERVICE**

## **REQUEST FOR QUOTATION**

**DESCRIPTION: CONTRACT FOR THE REMOVAL AND DISPOSAL OF BIOLOGICAL AND CHEMICAL WASTE FOR A PERIOD OF 1 YEAR FOR NHLS FORENSIC CHEMISTRY LABORATORIES, JOHANNESBURG, PRETORIA, DURBAN AND CAPE TOWN.**

**RFQ NO: 0818173**

**CLOSING DATE AND TIME: 12 APRIL 2023: 11H00AM**

**RFQ SUBMISSION ADDRESS**

**FCL RFQ BOX  
110 JOUBERT CNR KOTZE STREETS, BRAAMFONTEIN  
Reception Area**

**A SITE VISIT TO THE LABS WILL BE DONE UPON APPOINTMENT HOWEVER, IT IS IMPORTANT FOR SERVICE PROVIDERS TO FAMILIARIZE THEMSELVES WITH THE LABORATORY'S ENVIRONMENT.**

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# 1 PART A Invitation to Bid

SBD 1

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HEALTH LABORATORY SERVICE (NHLS)</b>					
BID NUMBER:	RFQ No: 0818173	CLOSING DATE: 12 APRIL 2022		CLOSING TIME:	11H00
DESCRIPTION	PROVISION OF CHEMICAL & BIOLOGICAL WASTE REMOVAL SERVICES FOR A PERIOD OF 1 YEAR FOR NHLS FORENSIC CHEMISTRY LABORATORIES: JOHANNESBURG, PRETORIA, DURBAN AND CAPE TOWN.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>NHLS FORENSIC CHEMISTRY LABORATORY</b>					
<b>FCL RFQ BOX</b>					
<b>RECEPTION AREA</b>					
<b>110 JOUBERT CNR KOTZE STREETS, BRAAMFONTEIN</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	THAPELO MAHASHA		CONTACT PERSON	MMASHELA KGOLE	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	(011) 712- 6484	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Thapelo.mahasha@nhls.ac.za">Thapelo.mahasha@nhls.ac.za</a>		E-MAIL ADDRESS	Mmashela.k@nioh.ac.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

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

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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## 2 TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

- a) This document may contain confidential information that is the property of the NHLS and the Client. NHLS
- b) 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 Ltd and the Client.
- c) All Copyright and Intellectual Property herein vests with NHLS and its Client.
- d) Late and incomplete submissions will not be accepted.
- e) Price Declaration must be completed, and Should the total RFQ prices differ, the one indicated on the price declaration shall be considered the correct price.
- f) Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform NHLS before RFQ closing date.
- g) Bidders are required to submit a valid Tax Clearance Certificate and Tax clearance verification PIN, Failure to submit the Tax Pin and valid Tax Clearance Certificate will result in the invalidation of this RFQ.
- h) It is the responsibility of the bidder to ensure that NHLS is in possession of the bidder's valid Tax Clearance certificate. The onus is on the bidder to ensure that NHLS receives a valid Tax Certificate as soon as the validity of the said certificate expires.
- i) A compulsory site meeting/briefing will be conducted on **N/A**.
- j) for a period of ± hours. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.
- k) Attendance Register must be submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFQ briefing.
- l) Respondents arriving after the allocated time of the briefing session and failing to attend the compulsory RFQ/Site briefing will be disqualified
- m) No services must be rendered or goods delivered before an official NHLS Purchase Order form has been received.
- n) This RFQ will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2022.
- o) All questions regarding this RFQ must be forwarded to the buyer within 24 hours after the RFQ has been issued.
- p) It is the responsibility of the bidder to ensure that its response reaches NHLS on or before the closing date and time of the RFQ.

**FOR HAND DELIVERIES OF RESPONSES, PLEASE SUBMIT THE RFQ DOCUMENT TO FCL RECEPTION IN THE RFQ BOX, 110 JOUBERT CNR KOTZE STREETS, BRAAMFONTEIN.**

**PLEASE DO NOT SUBMIT RFQ RESPONSES IN THE TENDER BOX AS THE RFQ RESPONSES DEPOSITED IN THE TENDER BOX SHALL NOT BE CONSIDERED (if applicable).**

The Bidder accepts the above terms and conditions and the General Conditions of Contract attached in Annex G.	<b>Accept</b>	<b>Do not accept</b>

### 3 PRICING SCHEDULE

**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**

**PRICING SCHEDULE:**

DESCRIPTION	UNIT PRICE (excluding VAT)	TOTAL PRICE (excluding VAT)
CONTRACT FOR THE REMOVAL AND DISPOSAL OF BIOLOGICAL AND CHEMICAL WASTE FOR A PERIOD OF 1 YEAR FOR NHLS FORENSIC CHEMISTRY LABORATORIES, JOHANNESBURG, PRETORIA, DURBAN AND CAPE TOWN.	R	R
JHB FCL	R	R
PTA FCL	R	R
DBN FCL	R	R
CPT FCL	R	R
	R	R
	R	R
	R	R
	R	R
<b>TOTAL</b>	R	R
<b>VAT 15%</b>	R	R
<b>TOTAL incl. VAT</b>	R	R

Name of bidder..... Bid number: RFQ No: 0818173

Closing Time 11:00 Closing date: 12 APRIL 2023

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- 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.



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**Price Declaration Form**

Please indicate your total RFQ price here: R \_\_\_\_\_ (compulsory)

Important:

It is mandatory to indicate your total RFQ price as requested above. This price must be the same as the total RFQ price you submit in your pricing schedule. Should the total RFQ prices differ, the one indicated above shall be considered the correct price.

The following must be noted:

All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

All prices must be firm and fixed from the tender closing date and for the duration of the contract

All the consortium or joint venture partners must submit a complete set of the latest audited financial statements.

All bidders must cost according to the costing template provided or this will lead to disqualification.

The cost of delivery, labour etc. must be included in this proposal.

Bidders must keep all items listed below in stock.

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.

**RFQ Number:** .....

**Name of Bidder:** .....

**BIDDER'S DISCLOSURE**
**SBD4**
**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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<sup>2</sup> 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.

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I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6  
OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY  
CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80

<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) **“Historically Disadvantaged Individual (HDI)”**
  - i. Means a South African citizen 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
  - ii. Who is a female; and/or
  - iii. Who has a disability
- (g) **“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.
- (h) **“Youth”** Has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)

- (i) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or group of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations,

preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

### Points awarded for historically disadvantaged individuals

Preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification certificate for every separate tender.

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

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

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



The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Percentage Owned (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI		7		%	
Woman		4		%	
Disabled		1		%	
Youth		3		%	
Locality <ul style="list-style-type: none"> <li>Gauteng Province = 5</li> <li>Western Cape Province = 5</li> <li>Kwazulu-Natal Province = 5</li> </ul>		5			
<b>Total Points</b>		<b>20</b>			

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited

- ☐ Non-Profit Company  
☐ State Owned Company  
[TICK APPLICABLE BOX]

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

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

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.....

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**4 CERTIFICATE OF ACQUITTANCE WITH RFQ TERMS AND CONDITIONS AND  
APPLICABLE DOCUMENTS****5 AUTHORITY FOR SIGNATORY**

Signatories for close corporations and companies shall confirm their authority **by attaching to this form** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

**An example for a company is shown below:**

“ By resolution of the board of directors passed on \_\_\_\_\_ 20\_\_\_\_\_

Mr \_\_\_\_\_ has been duly authorized to sign all

documents in connection with the Tender for Contract \_\_\_\_\_

No \_\_\_\_\_ and any Contract, which may arise there from on behalf of

\_\_\_\_\_  
SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

AS WITNESSES: 1 \_\_\_\_\_

2 \_\_\_\_\_

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## 6 TERMS OF REFERENCE / SPECIFICATION

FORM OF QUOTATION SUPPLIER NAME: \_\_\_\_\_

RFQ NO: 0818173

**DESCRIPTION: ONE YEAR (12 months)**  
**CONTRACT FOR THE REMOVAL AND DISPOSAL OF BIOLOGICAL AND CHEMICAL WASTE FROM THE FORENSIC CHEMISTRY LABORATORIES, JOHANNESBURG, PRETORIA, DURBAN AND CAPE TOWN.**

**N.B! BOTH CAPE TOWN AND DURBAN FCL'S WILL BE AWARDED SEPARATELY WHILE PRETORIA AND JOHANNESBURG WILL AWARD ONE SUPPLIER FOR BOTH.**

### 1. BACKGROUND

- 1.1. 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.
- 1.2. The NHLS operates laboratories in 4 sites (in many instances, more than one laboratory per site) and is represented in Johannesburg, Pretoria, Durban, and Cape Town.

A list of the laboratories and their location is available below.

As part of their day-to-day activities and services, the laboratories generate health care risk waste (HCRW) and health care general waste (HCGW), including biological (human tissue and fluid), food and chemical (acid and organic) waste as well as soiled packaging containers in the form of chemical bottles, plastic and polystyrene packages. Health care risk waste (HCRW) is a highly regulated waste stream in South Africa as per Appendix 1. The NHLS as the generator of HCRW has the responsibility to ensure that the waste is safely and legally contained, stored, collected, transported, treated and disposed of.

### 2. INTERPRETATION

1. All RFQs shall fully comply with this Technical Specification.

2. The service provider shall in the process of rendering the service, be liable for damage done at any NHLS collection/ delivery point.

### 3. 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
OHS Act	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

### 4. DEFINITIONS

- 4.1. **“Anatomical/ pathological waste”** includes tissues, organs, body parts, bone, human foetuses, blood and body fluids, but excludes hair, teeth and nails.
- 4.2. **“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.
- 4.3. **“Health care risk waste”** is considered to be the hazardous component of Health Care Waste (HCW) generated.
- 4.4. **“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.

- 4.6 **“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.
- 4.5. **“Relevant legislation”** in this document refers to but is not limited to the list of legislation, policies, and SABS codes stipulated in Appendix 1.
- 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.

## 5. OBJECTIVES

- 5.1. The objective of the RFQ 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 one(1) years.
- 5.2. The NHLS reserves the right to:
- (a) award this tender on a National or Area basis.
  - (b) cancel or reject any proposal;
  - (c) not to award the proposal to the lowest bidder or award parts of the proposal to different bidders;
  - or
  - (d) not to award the proposal at all.

## 6. SCOPE OF SUPPLY

- 6.1. 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.
- 6.2. 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 HCRW 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.

- 6.3. The service provider must bid for the full range of services as indicated in these specifications and the costing template (**Pricing Schedule**) per site.
- 6.4. The scope of supply for the service shall for the duration of the service period, in general terms include:
- (a) Confirmation of waste streams generated, the type of containers required per Laboratory, frequency of delivery and collection, and confirmation of waste collection points
  - (b) Supply and distribution of the consumables identified as per point (a) above are required for the proper storage, collection and removal of waste (Appendix 2)
  - (c) Provision of consultancy services (Appendix 6) where necessary
  - (d) Safe and efficient collection of identified waste streams from the waste collection points at the identified NHLS facilities
  - (e) Safe and legal transportation of waste to legally authorized hazardous waste treatment facilities
  - (f) Safe and legal treatment of waste at legally authorized hazardous waste treatment facilities
  - (g) Safe and legal transportation and disposal of treated waste residues at legally authorized disposal facilities
  - (h) 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 Laboratory Manager or the NHLS representative
  - (i) Reporting to relevant authorities as required by legislation
  - (j) Reporting to the appointed NHLS representatives as per this specification
  - (k) Convening and/or attending meetings and liaising with the relevant NHLS representatives
  - (l) Interfacing with the Laboratory Managers or NHLS representatives 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.

## **7. DETAILED SCOPE OF WORK**

### **7.1. Waste Streams**

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

- (a) Expired, unwanted, abandoned, discarded or disposed chemicals derived from laboratory activities.
- (b) Mixed liquid waste (mixture of water, chemicals and anatomical waste) from laboratory equipment or analyzers.
- (c) Unwanted, abandoned, discarded or disposed housekeeping chemicals.
- (d) Contaminated packaging (e.g. empty chemical glass and plastic bottles, Styrofoam cooler boxes, etc.)
- (e) Infectious Waste
- (f) Sharps Waste
- (g) Anatomical/ Pathological Waste
- (h) Pharmaceutical Waste
- (i) Used or unwanted HEPA filters from “dirty areas” of a laboratory or laboratory equipment
- (j) 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.

## **8. SEGREGATION AND PACKAGING**

- 8.1. 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.
- 8.2. The service provider shall identify waste streams and related containers required as well as delivery points within 30 calendar days of the award of the contract.
- 8.3. 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.
- 8.4. 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.
- 8.5. The service provider shall ensure that waste intended for transportation outside the NHLS facilities is:
  - (a) Identified and classified in terms of the SANS 10228 and SANS 10234.



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(b) 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:

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

8.6. NHLS will place orders for containers based on the description as contained within the costing model to standardize the inventory list within the organization.

8.7. It must be noted that special containers may be required in unusual circumstances or for highly specialized 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.

8.8. The NHLS reserves the right to reuse containers that originally contained the same type of chemical as per SANS 10248-1.

8.9. 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.

## 9. WASTE CONTAINERS DELIVERY AND COLLECTION POINTS

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- 9.1. The service provider shall, in consultation with each Laboratory Manager/ NHLS 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.
  - 9.2. The service provider shall, in conjunction with the next collection round, deliver all containers ordered to the identified NHLS Laboratory and/or agreed delivery point.
  - 9.3. The service provider shall, collect waste containers from the agreed NHLS waste storage areas.
  - 9.4. The service provider shall within 5 working days of the awarding of the contract liaise with each Laboratory Manager/ NHLS representative to negotiate acceptable delivery times and locations to which containers shall be delivered.
  - 9.5. New containers may only be delivered using the same vehicle used for the collection of waste if they are effectively separated from the waste being transported to prevent the contamination thereof.
  - 9.6. 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 Laboratory Manager/ NHLS appointed representative.
  - 9.7. 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.

## **10. TRACKING OF WASTE CONTAINERS**

- 10.1. The service provider shall put in place a tracking system for waste containers delivered and collected from NHLS facilities. 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 Laboratory Manager/ NHLS appointed representative when required.
- 10.2. 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.

## **11. STORAGE, WEIGHING AND COLLECTION OF WASTE**

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- 11.1. The NHLS facilities are responsible for the containing and internal transport of the waste from the point of generation to the waste collection point.
  - 11.2. 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.
  - 11.3. The Service provider shall deliver waste containers and collect waste from the NHLS facilities as per the schedule agreed to by the Laboratory Manager/NHLS appointed representative.
  - 11.4. 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.
  - 11.5. Notwithstanding the storage and treatment periods stipulated in the relevant legislation and SANS 10248-1, waste shall be collected as per agreement with each Laboratory Manager/ NHLS appointed representative.
  - 11.6. 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 Laboratory Manager/ NHLS appointed representative.
  - 11.7. Should the collection day agreed to with the Laboratory 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 Laboratory Manager/ NHLS appointed representative.
  - 11.8. The delivery of waste containers and the collection of waste outside of the agreed schedule shall take place only in agreement with the Laboratory Manager/NHLS appointed representative in writing.
  - 11.9. 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.

#### **11.9.1. Weighing of the Waste**

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

##### **11.9.1.1. 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

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statutory requirements. This calibration will be at the cost of the contractor. The contractor must provide proof of calibration by an accredited independent institute when required.

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.

#### *11.9.1.2. 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.

- 11.10. 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 Laboratory; waste information management system; reporting to the NHLS and relevant authorities; and basis of payment for services rendered.
- 11.11. 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 Laboratory Manager/ appointed NHLS representative and the service provider. One signed copy of the waste manifest document shall be retained by the Laboratory Manager before the service provider leaves the NHLS Laboratory.
- 11.12. 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.
- 11.13. The complete waste manifest document/ destruction certificate is to be submitted to the Laboratory Manager/ NHLS appointed representative at the relevant laboratory as proof of safe and legal disposal of waste within 30 business days of the waste having been treated and/ or disposed of.
- 11.14. 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.

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- 11.15. The service provider shall ensure that all waste stored at any particular NHLS Laboratory is removed on the day of collection and no waste remains behind.
  - 11.16. 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 the delivery of waste containers, waste collection, breakdowns or emergency situations.
  - 11.17. The service provider shall ensure that the collectors of waste representing the service provider are trained in the safe and legal handling of health care risk waste and waste containers.
  - 11.18. 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.
  - 11.19. 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 authorized treatment plant, registered transfer station and/ or an authorized disposal site.

## **12. OFFSITE- TRANSPORTATION OF WASTE**

- 12.1. 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 Appendix 1.
- 12.2. 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 authorized in accordance with the requirements of the relevant legislation.
- 12.3. The service provider shall ensure compliance with the Occupational Health and Safety legislation.
- 12.4. The service provider shall within 24 hours notify the relevant Laboratory 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 authorized waste treatment facility or disposal site.
- 12.5. 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 authorized waste treatment facility or disposal site.

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- 12.6. The service provider shall ensure appropriate remedial action is taken to clean-up any spillages of waste during the transportation of waste to an authorized waste treatment facility or disposal site. This clean-up cost shall be at the cost of the service provider.

### **13. TREATMENT AND DISPOSAL OF THE WASTE**

- 13.1. Service providers where permitted and in terms of legislation must make use of technologies that promote reducing, recovery, re-use and recycling of waste that are not detrimental to or have minimal impact on the environment.
- 13.2. The service provider shall ensure that the waste treatment facility is authorized to treat the waste collected in terms of the relevant legislation.
- 13.3. The service provider shall ensure that the waste treatment facility has the capacity and the expertise to store and treat the waste collected.
- 13.4. The service provider shall ensure that the treatment facility where the waste is treated complies with the conditions of the compulsory authorizations.
- 13.5. During contracting the service provider shall:
- (a) 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.
  - (b) Provide proof of an agreement (s) with the waste treatment facility where they are not the owners of the waste treatment facility.
  - (c) Ensure that the waste disposal site where the waste collected from the NHLS laboratories is to be disposed is authorized for disposal of the waste collected from the NHLS in terms of the relevant legislation.
  - (d) When required by the Laboratory Manager/ NHLS appointed representative provide proof of an agreement (s) with the disposal site, where they are not the owners of the waste disposal site.
- 13.6. The service provider shall ensure that no waste is illegally disposed of after it has been collected from the NHLS facilities and during transportation to the treatment and/ or disposal facility.
- 13.7. 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.

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- 13.8. 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.

#### **14. CONSULTANCY SUPPORT AND ON-SITE TRAINING**

- 14.1. The service provider shall in its interface with the NHLS facilities provide consultancy support which will entail provision of expert advice to the relevant Laboratory 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.
- 14.2. The service provider shall, as part of its responsibilities perform consultancy support activities as outlined in Appendix 6
- 14.3. The service provider shall at the implementation of the service or as and when required by the relevant Laboratory Manager or the appointed representative at a location to be determined by the Laboratory 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.

#### **15. MOBILISATION AND ROLLOUT**

- 15.1. Following the award of the contract, the service provider shall, within 10 working days from contract date mobilize its staff, as well as acquire the necessary equipment and supplies. The mobilization 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.

##### *Rollout Period*

- (a) The Contractor assumes responsibility for collecting, removing, treating and disposing of the HCRW from the commencement of service date. The first three months following the commencement of services date is designated the rollout period.
- (b) The Contractor shall during the rollout period gradually phase in the waste management system at all the NHLS laboratories. The waste management system shall be fully implemented at all the NHLS laboratories 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 deemed to be fully implemented when all the HCRW is collected and transported.
- (c) The service provider shall liaise with the Laboratory Manager/ NHLS appointed representative from each of the NHLS facilities during the mobilization period and agree on the programme for implementation of the new waste management system at the respective NHLS Laboratory.
- (d) 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.

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### *Handover of Services*

- (a) 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.
  - (b) The Contractor shall during the handover period liaise with the laboratories and ensure that available stocks of waste containers are no more than one week's normal consumption for each individual health site.
  - (c) 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 laboratories,
    - 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.
  - (d) During the handover period the newly appointed service provider will be required to collect, treat and/ or dispose of the waste containers, including the previous contractor's containers until the stock is finished.
  - (e)
  - (f) The service provider shall separately cost the removal, treatment and disposal of the waste packaged in the old service providers' containers.
  - (g)
  - (h) The service provider shall submit a pricing structure for each commodity as set out in the schedule appended to these specifications (Appendix 3).
  - (i) The service provider may be required to provide ad-hoc waste removal and disposal services as and when required.
  - (j) Where NHLS sites are commissioned or where existing sites are shut down, Appendix 2 Shall be amended by the NHLS during the service period.
- 15.2. 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 3. The contractor shall upon receiving such notice, liaise with the laboratories added to the list and arrange with the NHLS and the laboratory for the commencement



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of Services at those laboratories. Likewise, the contractor shall in consultation with the NHLS and the laboratory terminate its services to the laboratories that may be removed from the list.

## **16. HANDOVER OF SERVICES (END OF CONTRACT)**

16.1. 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.

## **17. REPORTING AND COMMUNICATION**

17.1. 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.

17.2. The service provider will be required to meet with NHLS at stated intervals in order to provide feedback to the NHLS.

17.3. When the NHLS considers it necessary to convene a meeting for any reason the service provider shall attend such a meeting or at regular time periods to be agreed.

17.4. 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 a monthly basis to the Safety, Health and Environment Department for the remainder of the contract period.

17.5. 17.3.2 If the contractor fails to attend or be appropriately represented at these meetings it shall constitute a Service Failure.

17.6. 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.

17.7. Summaries of all waste removed, destroyed and disposed of shall be provided to:

- The Laboratory Manager
- The NHLS National SHE Office
- The NHLS National Procurement Office
- Other individuals who will be identified

17.8. The service provider shall develop templates for all of the required reports.

17.9.

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- 17.10. The format and layout of the reports shall be agreed upon between the service provider and the National Manager Safety, Health and Environment/ NHLS appointed representative.
- 17.11.
- 17.12. The service provider shall on monthly basis prepare and submit a summary of waste containers used, waste categories and waste quantities collected, treated and/ or disposed of per laboratory serviced.
- 17.13.
- 17.14. The summaries must be finalised and submitted to the relevant persons by no later than the 10th business day of the following month.
- 17.15. The first report shall cover the period from the commencement of services date up to the end of the month in which the commencement of services date occurs.
- 17.16. The service provider shall prepare and submit an annual report throughout the contract period, which shall be submitted to the NHLS appointed representatives.
- 17.17. The annual report, which shall coincide with the NHLS financial year end, and shall contain the below listed items as a minimum. The annual reports 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. The annual report must include the following:
- (a) Organizational matters:
    - Key personnel
    - Other staff
    - Sub-contracted service providers
    - Suppliers
    - Organisational changes
  - (b) 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
  - (c) Operational report
    - Operational failures by interfacing parties like sub- contract service providers and suppliers
    - Operational failures by the NHLS;
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- A record of the disposable containers delivered to each NHLS Laboratory 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;

(d) 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;

(e) 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) 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.

## **18. WASTE MANAGEMENT AUDITS**

18.1. 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.

18.2. 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.

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## 19. CONTINGENCY PLAN

19.1. The service provider shall be required to prepare a contingency plan for any incidences or breakdown of services covering the following as a minimum:

- (a) Labour unrest
- (b) Breakdown of waste collection vehicles and related equipment
- (c) Stock out of containers and consumables
- (d) Shutdown/ unavailability of storage/ treatment facilities
- (e) Details of alternative storage/ treatment
- (f) Fuel shortages
- (g) Load shedding
- (h) Deviations in collection schedules

19.2. The service provider shall be required to communicate with Laboratory 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.

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

## 20. HEALTH AND SAFETY

20.1. 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 familiarize 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.

20.2.

20.3. 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.

20.4.

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- 20.5. 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.
- 20.6. 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.
- 20.7.
- 20.8. 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.
- 20.9.
- 20.10. The service provider must submit copies of any contract or agreement with a recognized 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.
- 20.11.
- 20.12. The service provider shall only allow drivers with the appropriate permits and training to drive and collect waste from NHLS facilities.
- 20.13.
- No untrained persons shall be allowed to carry out any work under this contract.

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**APPENDIX 1: LEGISLATION, POLICIES, SABS CODES AND RELATED DOCUMENTS**

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

(a) The Constitution of the Republic of South Africa, Act 108 of 1996

(b) The National Waste Management Strategy, 2012

(c) 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 Regulatory 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)

(d) 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

(e) Local Government

- Waste Management By-laws of Metros and Local Municipalities.

(f) The Common Law of Nuisance

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(g) 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 Laboratory.
- 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.

(h) Other Health Care Risk Waste Related Documents

- Safe Management of Wastes from Health Care Activities - World Health Organization 1999.
- Feasibility Study into the Possible Regionalization 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 Characterization 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 2: SCHEDULE OF QUANTITIES OF COMMODITIES PER SITE**

The Forensic Chemistry Laboratories in Johannesburg, Pretoria, Cape Town and Durban generate biological (human tissue and fluid), food and chemical (acid and organic) waste as well as soiled packaging containers in the form of chemical bottles, plastic and polystyrene packages.

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.

The following are minimum monthly estimated amounts of waste generated by each laboratory based on historical data of each laboratory (Please note that the amount of waste generated is dependent on the workload of the laboratory and will fluctuate):

### **1. Cape town Laboratory**

The Forensic Chemistry Laboratory Cape Town is located at 120 Albert Road, Woodstock Cape Town

<b>Item description</b>
1 kg sharps containers container soiled needles.
20 kg of blood specimens (in glass bottles) in 25-liter bucket.
10 kg of human tissue specimens packaged in plastic bags in 142 l boxes, plastic liner and lid.
10 kg Plastic toxicology containers packaged in plastic bags in 142 l boxes plastic liner and lid
5 kg of biological/methanol extract in glass vials in 25-liter drum
20 kg used Headspace vials in 25 liter drums
10x25L Chemical waste (Acetonitrile/methanol/water and other organic and inorganic chemicals)
1x 25-liter bucket with broken glassware that has inorganic and organic chemical residue.
10x25L drum with lid of liquid blood/water/methanol waste
About 10x2.5L Amber Empty chemical bottles
25 kg of ignitable, corrosive, Reactive and Toxic Hazardous organic/inorganic salts materials
25L of ignitable, corrosive, Reactive and Toxic Hazardous liquid materials.
5 kg infectious waste in 142 L infectious waste box set, lined with plastic liner and lid

## 2. Durban Laboratory

The Forensic Chemistry Laboratory Durban is located at 85 Magwaza Maphalala Street, Umbilo Durban

Item description
1 kg sharps containers container soiled needles.
20 kg of blood specimens (in glass bottles) in 25 litre drums.
20 kg used Headspace vials in 25 litre drums with lids
10x2.5L Amber Solvent Bottles
10 x 25 L drums with lids for the removal of contaminated water from the automated fluoride analyser.
5 kg biologically contaminated waste such as gloves, paper etc. packaged in plastic bags in 142 litre boxes, plastic liner and lid
1 kg of biological/methanol extract in glass vials in 25-liter drum
10x25L drum with lid of liquid blood/water/methanol waste)
10x25L Chemical waste (Acetone/methanol/water/propanol/acetaldehyde

## 3. Johannesburg Laboratory

The Forensic Chemistry Laboratory JHB is located at 110 Joubert Street (Cnr Kotze Str) Hillbrow Johannesburg

Item description
1 kg sharps containers container soiled needles.
20 kg of blood specimens (in glass bottles) in 25-litre bucket.
10 kg of human tissue specimens packaged in plastic bags in 142 l boxes, plastic liner and lid.
10 kg Plastic toxicology containers packaged in plastic bags in 142 l boxes plastic liner and lid.
10x10L of biological/methanol extract in glass vials.
20 kg used Headspace vials in 25 litre drums
10x10L Chemical waste (Acetonitrile/methanol/water)
10x10L of liquid blood/water/methanol waste
About 10x2.5L Amber Solvent Bottles 25 kg of ignitable, corrosive, Reactive and Toxic Hazardous organic/inorganic salts materials.
25L of ignitable, corrosive, Reactive and Toxic Hazardous liquid materials.

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5 kg biologically contaminated waste such as gloves, paper etc. in 142 L boxes, plastic liner and lid

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#### 4. Pretoria Laboratory

The Forensic Chemistry Laboratory PTA is located at 271 Visagie Street, Pretoria

1 kg sharps containers container soiled needles.
20 kg of blood specimens (in glass bottles) in 25-liter bucket.
10 kg of human tissue specimens packaged in plastic bags in 142 l boxes, plastic liner and lid.
10 kg Plastic toxicology containers packaged in plastic bags in 142 l boxes plastic liner and lid.
5 kg of biological/methanol extract in glass vials in 25-liter drum.
20 kg used Headspace vials in 25 litre drums
2x25L Chemical waste (Acetonitrile/methanol/water)
5 kg of liquid blood/water/methanol waste
About 10x2.5L Amber Solvent Bottles
25 kg of ignitable, corrosive, Reactive and Toxic Hazardous organic/inorganic salts materials.
25L of ignitable, corrosive, Reactive and Toxic Hazardous liquid materials.
4 x 25 L drums with lids for the removal of contaminated water from the automated fluoride analyser.
5 kg biologically contaminated waste such as gloves, paper etc. in 142 L boxes, plastic liner and lid.
Containers with lids for the removal of expired dry chemical powders (to be determined after site visit)

### APPENDIX 3: CONTAINERS AND CONSUMABLE

All packaging materials used shall adhere to the South African National Standards relating to healthcare waste stipulated in SANS 10248-1:2008 edition 1, and other relevant south African National Standards.

The service provider shall supply a labelled 20/25 L sharps waste container and 142 L infectious waste 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.

Table 1 List of containers and consumables required and an indication of the waste which will be packaged within.

Indicate the containers that you can supply	Indicate with Yes/No
240L red infectious waste wheelie bin with cable tie.	
142 litre infectious waste cardboard box set with a red 60 µm plastic bag, lid and cable tie.	
140 litre infectious waste cardboard box set with a red 60 µm plastic bag, lid and cable tie.	
50 litre infectious waste cardboard box set with a red 60 µm plastic bag, lid and cable tie.	
25 litre red anatomical waste plastic bucket with locking lid.	
20 litre red anatomical waste plastic bucket with locking lid.	
10 litre red anatomical waste plastic bucket with locking lid.	
240L yellow sharps waste wheelie bin with cable tie.	
25 litre yellow sharps waste plastic bucket with locking lid.	
20 litre yellow sharps waste plastic bucket with locking lid.	
10 litre yellow sharps waste plastic bucket with locking lid.	
7 litre yellow sharps waste plastic bucket with locking lid.	
240L dark green chemicals/ pharmaceutical waste wheelie bin with a cable tie.	
210L chemical/ pharmaceutical waste drum (Liquid).	

25L dark green chemical/ pharmaceutical waste drum with screw cap lid.	
10L dark green chemical/ pharmaceutical waste drum with screw cap lid.	
20L dark green chemical/ pharmaceutical waste bucket with locking lid.	
10L dark green chemicals/ pharmaceutical waste bucket with locking lid.	
25 litre white drum with screw cap lid for liquid chemical waste.	
10 litre white drum with screw cap lid for liquid chemical waste.	
Bio-hazard tape ( per 50m roll).	
142L red box liner 60µ (pack of 100)	
142L red box liner 80µ (pack of 100)	
142L red box liner 100µ (pack of 100)	

#### APPENDIX 4: WASTE REMOVAL TIMES

<b>JOHANNESBURG LABORATORY</b>		
<b>Specification</b>	<b>Comply (Indicate with Yes/No)</b>	<b>Commitment to provide services accordingly (Please sign)</b>
a. Regular removal of all waste must occur TWICE A WEEK or when needed.  Removal of waste must occur between 1pm and 3pm on a Tuesday and Friday every week. Should the Tuesday and or Friday fall on a public holiday ensure the collection occurs on the first working day prior to the public holiday.		
b. When the waste containers are collected, the number of full waste containers must be replaced with an equal number of empty waste containers, unless otherwise specified by the Technical and Quality Manager (TQM).		
c. The waste company must provide the manpower to remove and replace the waste containers at the laboratory. (Please note that no lifts are available at the laboratories and waste is not centralized in one area but in various areas within the laboratory space)		
d. Weighing and counting of containers for disposal shall be done on the laboratory's site.		
<b>PRETORIA LABORATORY</b>		

Specification	Comply (Indicate with Yes/No)	Commitment to provide services accordingly (Please sign)
e. Regular removal of all waste must occur ONCE A WEEK Removal of waste must occur between 1pm and 3pm on a Friday of every week. Should the Friday fall on a public holiday ensure the collection occurs on the first working day prior to the public holiday.		
f. When the waste containers are collected, the number of full waste containers must be replaced with an equal number of empty waste containers, unless otherwise specified by the TQM.		
g. The waste company must provide the manpower to remove and replace the waste containers at the laboratory. (Please note that no lifts are available at the laboratories and waste is not centralized in one area but in various areas within the laboratory space).		
h. Weighing and counting of containers for disposal shall be done on the laboratory's site.		
<b>CAPE TOWN LABORATORY</b>		
Specification	Comply (Indicate with Yes/No)	Commitment to provide services accordingly (Please sign)
i. Regular removal of all waste must occur ONCE A WEEK or when needed. Removal of waste must occur between		

10:30 am and 12:30pm on a Thursday of every week. Should the Thursday fall on a public holiday ensure the collection occurs on the first working day prior to the public holiday. Collection date and time shall be confirmed with the TQM.		
j. When the waste containers are collected, the number of full waste containers must be replaced with an equal number of empty waste containers unless otherwise specified by TQM.		
k. The waste company must provide the manpower to remove and replace the waste containers at the laboratory. (Please note that a lift is available at the laboratories and waste is not centralized in one area but in various areas within the laboratory space).		
l. Weighing and counting of containers for disposal shall be done on the laboratory's site.		
<b>DURBAN LABORATORY</b>		
<b>Specification</b>	<b>Comply (Indicate with Yes/No)</b>	<b>Commitment to provide services accordingly (Please sign)</b>
m. Regular removal of all waste must occur ONCE A WEEK.  Removal of waste must occur between 10:30 am and 12:30pm on a Thursday of every week. Should the Thursday fall on a public holiday ensure the collection occurs		



on the first working day prior to the public holiday. Collection date and time shall be confirmed with the TQM.		
n. When the waste containers are collected, the number of full waste containers must be replaced with an equal number of empty waste containers unless otherwise specified by TQM.		
o. The waste company must provide the manpower to remove and replace the waste containers at the laboratory. (Please note that a lift is available at the laboratories and waste is not centralized in one area but in various areas within the laboratory space).		
p. Weighing and counting of containers for disposal shall be done on the laboratory's site.		

## APPENDIX 5: SPECIAL CONDITIONS / MANDATORY CONDITIONS

SPECIFICATION	COMPLY (INDICATE WITH YES OR NO)	Commitment to provide services accordingly (Please sign)
1. The service provider must adhere to all regulations stipulated within the South African National Standards (a division of SABS) relating to healthcare waste stipulated in SANS 10248-1:2008 edition 1 and other relevant South African National Standards.		
2. The service provider must ensure that all health care risk waste containers are labelled with the company details and contact numbers.		
3. The service provider must ensure that a waste manifest is generated and signed by the FCL representative before waste is removed from the laboratory.		
4. A waste destruction or disposal certificate must be provided to the laboratory as proof of destruction or disposal of health care risk waste within 2 weeks of removal of waste from the laboratory at a legitimate dumping site.		
5. The company should comply with National Environmental Management		

(ACT. 107 of 1998), the National Environmental Management: Waste Act (ACT. 59 of 2008), and other relevant legislation.		
6. The invoice will be submitted monthly based on the waste removed and the containers provided.		
7. The FCL's reserves the right to not award the RFQ or to award the RFQ as a whole or in parts.		
8. Please note that a site visit will be done upon appointment.		
9. The FCL's will visit the short-listed bidders and the disposal sites at any time to carry out their duty of care responsibilities. The successful bidder will not change the viewed treatment facility or disposal site without the FCL's approval.		
10. The service provider must liaise with and get approval from the Forensic Chemistry Laboratory before changing the approved health care risk waste treatment facility or the waste disposal site.		
11. 12.The Service provider must agree and ensure that all their vehicles are fitted with an operational Satellite tracking system for the vehicle (s) to		

	be utilised for the transportation of waste during contracting		
12.	13.A OHS Risk assessment conducted related to the scope of work is available and signed by the Section 16.2 of the bidder		
13.	14. The service provider shall be required to submit a contingency plan for any incidences or breakdown of services.		

## APPENDIX 6: COSTING

**TABLE 2: COST OF NEW WASTE CONTAINERS, COMMODITIES AND REMOVAL OF FULL WASTE CONTAINERS PER KILOGRAM**

SPECIFICATION		
1. The bidder must indicate all prices inclusive of VAT and other expenses. 2. The bidder must indicate all individual costs in the table below:		
ITEM	COST PER UNIT OF CONTAINER	COST PER KILOGRAM FOR REMOVAL
240L red infectious waste wheelie bin with cable tie.		
142 litre infectious waste cardboard box set with a red 60 µm plastic bag, lid and cable tie.		
140 litre infectious waste cardboard box set with a red 60 µm plastic bag, lid and cable tie.		
50 litre infectious waste cardboard box set with a red 60 µm plastic bag, lid and cable tie.		
25 litre red anatomical waste plastic bucket with locking lid.		
20 litre red anatomical waste plastic bucket with locking lid.		
10 litre red anatomical waste plastic bucket with locking lid.		
240L yellow sharps waste wheelie bin with cable tie.		
25 litre yellow sharps waste plastic bucket with locking lid.		
20 litre yellow sharps waste plastic bucket with locking lid.		
10 litre yellow sharps waste plastic bucket with locking lid.		
7 litre yellow sharps waste plastic bucket with locking lid.		
240L dark green chemicals/ pharmaceutical waste wheelie bin with a cable tie.		
210L chemical/ pharmaceutical waste drum (Liquid).		
25L dark green chemical/ pharmaceutical waste drum with screw cap lid.		

10L dark green chemical/ pharmaceutical waste drum with screw cap lid.		
20L dark green chemical/ pharmaceutical waste bucket with locking lid.		
10L dark green chemicals/ pharmaceutical waste bucket with locking lid.		
25 litre white drum with screw cap lid for liquid chemical waste.		
10 litre white drum with screw cap lid for liquid chemical waste.		
Bio-hazard tape (per 50m roll).		
142L red box liner 60µ (pack of 100)		
142L red box liner 80µ (pack of 100)		
142L red box liner 100µ (pack of 100)		

**SPECIFICATION**

1. The bidder must indicate all prices inclusive of VAT and other expenses.
2. The bid shall include the cost of weighing, containers used for and disposal of expired dry chemicals at the FCL.
3. The bidder must indicate all individual costs in the table below:

**TABLE 3: COST OF REMOVAL OF CONSUMABLE WASTE AND CONTAINERS PER KILOGRAM**

ITEM	COST PER CONTAINER	COST PER KILOGRAM OF WASTE
25 Litre drum with biological fluid waste (methanol/biological)		
25 Litre drum with HPLC waste (methanol/acetonitrile/water)		
25 Litre drum with contaminated oil		
25 Litre container with acid waste		
1kg contaminated polystyrene packages		
1 kg contaminated plastic containers		
10x2.5L Amber empty glass bottles		
25kg of ignitable, corrosive, reactive and toxic Hazardous organic/inorganic salts materials.		
25L of ignitable, corrosive, reactive and toxic Hazardous liquid materials.		

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## APPENDIX 6: 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.

#### 1.1 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 Laboratory
- 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

#### 1.2 On-site training (only as requested)

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

The training material will be agreed upon during contracting.

##### 1.2.1 Training materials

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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.

#### 1.2.2 Evaluation

A follow-up report to the Laboratory 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.



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**APPENDIX 7: SPECIAL CONDITIONS OF CONTRACT****1. INSTRUCTION**

- (2) 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.
- (3) NHLS reserves the right to –
- (a) Negotiate the conditions, or
  - (b) Automatically disqualify a bidder for not accepting these conditions.
- (4) 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.

**2. SCOPE OF SUPPLY**

- 2.1 The scope of supply for the service shall for the duration of the service period, in general terms include:
- (a) Confirmation of waste streams generated, the type of containers required per Laboratory, frequency of delivery and collection, and confirmation of waste collection points
  - (b) Supply and distribution of the consumables identified as per point (a) above required for the proper storage, collection and removal of waste (Appendix 2).
  - (c) Provision of consultancy services (Appendix 6) where necessary.
  - (d) Safe and efficient collection of identified waste streams from the waste collection points at the identified NHLS facilities.
  - (e) Safe and legal transportation of waste to legally authorized hazardous waste treatment facilities.
  - (f) Safe and legal treatment of waste at legally authorized hazardous waste treatment facilities.
  - (g) Safe and legal transportation and disposal of treated waste residues at legally authorized disposal facilities.

- 
- (h) 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 Laboratory Manager or the NHLS representative.
  - (i) Reporting to relevant authorities as required by legislation.
  - (j) Reporting to the appointed NHLS representatives as per this specification.
  - (k) Convening and / or attending meetings and liaising with the relevant NHLS representatives.
  - (l) 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.
  - (m) If the contractor fails to adhere to the applicable legislation in executing this service it shall constitute service failure.

2.2 It must be noted that special containers may be required in unusual circumstances or for highly specialized 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.

2.3 The service provider may be required to supply legal and suitable containers required when and if the NHLS introduces new technology.

2.4 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.

### **3. Detailed Scope of Work**

#### **3.1 Waste Streams**

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

- (a) Expired, unwanted, abandoned, discarded or disposed chemicals derived from experimental or diagnostic work.
- (b) Mixed liquid waste (mixture of water, chemicals and anatomical waste) from laboratory equipment or analyzers.
- (c) Unwanted, abandoned, discarded or disposed housekeeping chemicals.
- (d) Contaminated packaging e.g. empty chemical glass and plastic bottles, Styrofoam boxes, etc.
- (e) Infectious Waste

- (f) Sharps Waste
- (g) Anatomical/ Pathological Waste
- (h) Pharmaceutical Waste
- (i) Used or unwanted HEPA filters from “dirty areas” of a laboratory or laboratory equipment
- (j) 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.

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## APPENDIX 8: MANDATORY TECHNICAL REQUIREMENTS

### 1. Special Instructions to Vendors

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.

- I. Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required explicitly state “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.
- II. 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 bid.
- III. 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.
- IV. 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.
- V. PLEASE NOTE: If the response does not substantiate any of the points or requirements in the body of the bid, it will be deemed to not comply, even if the ‘Comply’ field has been marked.

Please note: All documentation to substantiate the mandatory requirements (Appendix 5) must be supplied in a file and arranged sequentially from 3.1 to 3.12 as per the technical suitability mandatory requirements below.

## 2. Technical Suitability: Mandatory Requirements

**2.1 The bidder must indicate by ticking the appropriate box for the site which they are bidding for.**

	Mark the relevant laboratory with X
1. FCL Johannesburg	
2. FCL Pretoria	
3. FCL Durban	
4. FCL Cape town	

**2.2 The bidder must 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 (outsourced )	Provide the name of the supplier (s)/ service provider (s)
Supply of waste containers			
Provision of collection and transport services			
Storage/ transfer facility			
Treatment of waste			
Disposal of waste			

## 2.3 Waste management procedure/ method

The bidder must:	Comply	Do Not Comply	Not applicable
(a) Provide SOP / Method outlining the execution of scope of supply.			
(b) Provide a copy of sub-contract agreement for each service being outsourced.			
<b>Substantiate: Bidder to provide:</b> <b>(a) A Detailed SOP/Method; and</b> <b>(b) A copy not older than 12 months of a signed and dated contract(s)/ letter(s) of agreement with service provider(s) for the services being outsourced.</b> <b>Failure to submit proof with tender will lead to disqualification.</b>			

## 2.4 Licenses and registrations

### 2.4.1 Transporter registration

The bidder must be registered and/ or authorised as a transporter of HCRW in Western Cape (WC) and/or Gauteng (GP) Provinces respectively if bidding to operate in Western Cape and/or Gauteng Provinces.	Comply: Registered in GP	Comply: Registered in WC	Not Applicable
(a) The bidder to indicate registration for the relevant province by ticking the appropriate box.			
(b) The bidder to provide proof of registration/ authorisation issued by the provincial departments of environmental affairs in the Western Cape and/or Gauteng.			

**Substantiate: The bidder must provide proof of registration/ authorisation issued by the provincial departments responsible for environmental affairs in the Western Cape and/or Gauteng respectively.**

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

**NOTE TO BIDDER:** Proof of application for registration alone is not acceptable.

#### **2.4.2 Waste storage facility registration**

The bidder must be in possession of proof of registration for any storage facility(s)/ (transfer station) as indicated in 3.2 in terms of the Waste Act, 2008	<b>Comply</b>	<b>Do Not Comply</b>	<b>Not Applicable</b>
<b>(a)</b> The bidder to provide proof of registration for any storage facility(s)/ transfer station(s) to be used in terms of the Waste Act, 2008			

**Substantiate:**

**(a) 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.**

**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 in SOP/Method.

### 2.4.3 Waste treatment facility license

The bidder must have a hazardous waste management license(s) for the <u>waste treatment</u> facility(s) listed in 3.2 above.	<b>Comply</b>	<b>Do Not Comply</b>
(a) 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.		
<b>Substantiate: The bidder must provide a copy(s) of all hazardous waste management licence(s) for the treatment Laboratory(s) in compliance with the National Environmental Management: Waste Act No. 59 of 2008.</b> <b>Failure to submit proof with tender will lead to disqualification.</b>		

### 2.4.4 Waste disposal facility license

The bidder must have a hazardous waste management licence(s) for the <u>waste disposal</u> Facility(s) indicated in 3.2	<b>Comply</b>	<b>Do Not Comply</b>
(a) 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.		
<b>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.</b>		



## 2.5 Driver's training certificates

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.	<b>Comply</b>	<b>Do Not Comply</b>
<b>(a)</b> The bidder must provide a list of all the drivers as at the date of closure of the bid.		
<b>(b)</b> The bidder must provide a copy (s) of the current valid driver certificate(s) for each driver listed in 3.5 (a).		
<b>Substantiate: The bidder must provide:</b> <b>(a) List of all drivers; and</b> <b>(b) A 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.</b>  <b>Failure to submit proof with tender will lead to disqualification.</b>		

Example of a list to be submitted:

Name and Surname of Driver	Expiry date of current driver training certificate	TETA Registered training company name

## 2.6 Vehicle license and operator of dangerous goods registration

The bidder must have a valid registration as an operator of dangerous goods in terms of the National Road Traffic Act, 1996.	<b>Comply</b>	<b>Do Not Comply</b>
<b>(a)</b> The bidder must provide a list of the vehicles to be used to transport HCRW as at the date of closure of the bid.		
<b>(b)</b> 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		
<b>Substantiate: The bidder must provide:</b> <b>(a) List of vehicles to be used to transport HCRW.</b> <b>(b) 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.</b> <b>Failure to submit proof with tender will lead to disqualification.</b>		

### Example of list of vehicle information to be submitted:

Make and model of vehicle	Registration number of vehicle	Operator registration category (G,D and or D)	Valid license disc provided (Tick)

## 2.7 Public liability insurance

The bidder must have adequate <b>public liability insurance</b> 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.	<b>Comply</b>	<b>Do Not Comply</b>
<b>(a)</b> The bidder must provide proof of public liability insurance.		
<b>Substantiate: The bidder must provide proof of public liability insurance policy.</b>  <b>Failure to submit proof with tender will lead to disqualification.</b>		

## 2.8 Occupational Health Safety and Environment Policy

The bidder must have an Occupational Health ,Safety and Environment Policy (s) that is designed to ensure the health and safety of any employee involved in or affected by the management of waste, and for the protection of the environment.	<b>Comply</b>	<b>Do Not Comply</b>
<b>(a)</b> The bidder must provide a copy of the Occupational Health and Safety Policy Statement signed by the CEO of the company		
<b>(b)</b> The bidder must provide a copy of the Environmental Management Policy Statement signed by the CEO of the company		
<b>Substantiate: The bidder to provide a copy(s) of the</b> <b>(a) Occupational Health and Safety Policy Statement signed by the company CEO and</b> <b>(b) Environmental Management Policy Statement signed by the company CEO.</b>  <b>Failure to submit proof with tender will lead to disqualification.</b>		

## 2.9 Letters of affirmation

The bidder must have provided for the supply of approved containers, legal collection, treatment and disposal of health care risk waste for a minimum of two verifiable and contactable clients, private or government institutions during the past three (3) years.	<b>Comply</b>	<b>Do Not Comply</b>
<b>(a)</b> The bidder must Provide three (3) reference letters of affirmation from either private or government institutions to whom this service was delivered.		
<p><b>Substantiate: The bidder must provide three (3) reference letters of affirmation from either 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:</b></p> <ul style="list-style-type: none"> <li><b>a) Who is the customer. Their company name and physical address.</b></li> <li><b>b) Contactable contact details.</b></li> <li><b>c) The letter must indicate the type of service rendered as specified under the scope of work within the past two years.</b></li> </ul> <p><b>Failure to submit proof with tender will lead to disqualification.</b></p>		

## 7 TECHNICAL / FUNCTIONAL EVALUATION CRITERIA

Next step evaluation is the “technical” or so called “functional” evaluation which is purely based on NHLS specifications and Scope of Work. NHLS end-user department (who requested the RFQ), Procurement Services, Finance and or subject specialists are part of the Cross Functional Evaluation Team (CFET) meeting which is chaired by the Procurement Officer. Functionality is the technical evaluation of the bidders’ proposal.

Should functionality be included in the RFQ as a threshold, the RFQ document must clearly state the minimum score to be achieved if bidders are to be further evaluated on price and preference. Responses that do not meet the threshold for technical will not progress further. **(If applicable)**

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

Bid will be evaluated on the basis of the PPPFA 80/20 point system as presented in the Preferential Procurement Regulations 2022, for this purpose SBD 6.1 form should be scrutinized, completed and submitted together with your quotation. The 80/20 point system will be as follows:

<b>Price Assessment</b>	<b>80 Points</b>
<b>Preferential Elements</b>	<b>20 Points</b>

### TECHNICAL / FUNCTIONAL EVALUATION CRITERIA:

The bidder **must complete / submit in full all of the TECHNICAL FUNCTIONALITY requirements**.

The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response.

Evaluation Criteria	Points	Allocation of Points
<b>1. Methodology</b>	<b>40</b>	= 40 = 20 = 0
<b>2.Proven track record and experience of same services, including three (3) recent references for similar projects (not older than 3 years).</b>  The bidder must have a proven track record and provide three (3) contactable reference letters (not older than 3 years) where similar services were provided as per the scope of work/specifications.  <b>Substantiation: The bidder must provide: Three (3) contactable clients’ reference letters (not older than 3 years). Each letter must be dated,</b>	<b>40</b>	3 References = 40  2 References = 20  1 Reference = 10  NO reference(s) submitted = 0

signed and on a letterhead of the client and indicates:  (a) The customer Company name and physical address;  (b) Customer contact person's name, telephone number and e-mail address;  (c) Project <or Service> scope of work;  (d) Project Start and End Date.		
3. Delivery Lead time	20	= 20 =10 =5 = 0

**Minimum threshold:** To be eligible to proceed to the next stage of the evaluation the bid must achieve a minimum threshold score of **70**.

**Total Score = 100**

### ADMINISTRATIVE COMPLIANCE

- Administrative compliance/responsiveness will be tested based on returnable documents submitted and signatures on the Bid documents.
- At this stage, it must be determined what documents are required to be returned by Bidders. Returnable documents are categorized as follows:

**a) Mandatory Returnable Documents (to be returned by Bidders)**

**(NOTE: Failure to provide the below listed documents WILL lead to disqualification)**

1. The Service Providers to have to agree with all NHLS General Conditions of Bid, RFQ and Conditions of Contract (GCC)	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response the signed and accepted NHLS General Conditions of Bid, RFQ and Conditions of Contract (GCC).</b>		

1. Fully completed and signed Declaration of Interest SBD 4, SBD 6.1 and SBD 6.2 including Annexure B and C.	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response the signed Declaration of Interest SBD 4, SBD 6.1 and SBD 6.2 including Annexure B and C.</b>		

3. Fully completed and signed RFQ document and initial each page.	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response the fully completed and signed RFQ document. Bidder to initial each page of the RFQ document.</b>		

4. Bidder <i>must</i> complete the pricing Schedule (Pages 7 and 8).	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response fully completed pricing Schedule (Pages 7 and 8).</b>		

5. Bidder <i>must</i> provide registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. If Required	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: Bidder must provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000.</b>		

**b) Essential Returnable Documents (to be returned by Bidders)**

1. B-BBEE Certificate and/or Affidavit	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response a copy of B-BBEE Certificate issued by an authorised body or person, or a sworn Affidavit prescribed by the B-BBEE Codes of Good Practice.</b>		

2. TAX Clearance Certificate and/or TAX verification Pin and/or TAX Compliance Status Letter	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response a valid TAX Clearance Certificate and/or TAX verification Pin and/or TAX Compliance Status Letter issued by the South African Revenue Services (SARS).</b>		

3. CSD Report (Central Supplier Database)	<b>Comply</b>	<b>Do Not Comply</b>

<b>Substantiation: The bidder must submit and attach to the bid response an <b>updated CSD Registration Report within the RFQ advert period.</b></b>		

4. CIPC - Company Registration Number	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response a copy of Company Registration (CIPC).</b>		

## 8 SCHEDULE OF WORK CARRIED OUT BY THE BIDDER

The bidder must indicate in the spaces provided below a complete list of similar contracts awarded over the last five (5) years, including the current contract (if any). This information shall be deemed to be material to the award of this bid.

Company Name	Nature of work	Value of the work	Contact person & contact number	Duration of the project (Start and end date)

Signature of person authorized to sign the bid: \_\_\_\_\_

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



## 9 BID DOCUMENT CHECKLIST

A completed and signed bid document must be submitted in a file. The bid/tender documentation must be placed into a file with dividers between every schedule. The schedule must be numbered as follows:

	Description	Submitted (Yes/No)
Schedule 1	CSD FORM	
Schedule 2	B-BBEE Certificate and/or Affidavit	
Schedule 3	Tax Clearance Certificate and/or TAX Verification PIN	
Schedule 4	Certificate of attendance of compulsory briefing session (if applicable)	N/A
Schedule 5	(Applicable for Renovation)	
Schedule 6	Letter of good standing	
Schedule 7	Bidder must provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. (Bidder must provide proof grading level 1GB, 1SO and 1 EB) – (if applicable)	

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**10 GENERAL CONDITIONS OF CONTRACT****THE NATIONAL TREASURY  
Republic of South Africa**

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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT  
July 2010****GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT  
July 2010****NOTES**

The purpose of this document is to:

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

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

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

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
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10. Delivery and documents
11. Insurance
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13. Incidental services
14. Spare parts
15. Warranty
16. Payment
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- 
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
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  30. Applicable law
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  32. Taxes and duties
  33. National Industrial Participation Programme (NIPP)
  34. Prohibition of restrictive practices

## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

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

### **3. General**

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

### **4. Standards**

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

### **5. Use of contract documents and information; inspection.**

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

### **6. Patent rights**

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

### **7. Performance security**

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- 7.1.1 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.
- 7.1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:  
(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or  
(b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:



- 
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## 16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## 17. Prices

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

## 18. Contract amendments



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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

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### 23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

## **28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing Language**

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

## **30. Applicable law**

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

## **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### 33. National Industrial Participation (NIP) Programme

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

### 34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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

<b>Name:</b>	
<b>Designation:</b>	-
<b>Bidder:</b>	
<b>Signature:</b>	
<b>Date:</b>	