



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU3-22/23-0401-HO	CLOSING DATE:	28 NOVEMBER 2022	CLOSING TIME:	11H00
DESCRIPTION	THE BID CALLS FOR THE DISTRIBUTION OF CONTAINERS TO THE CLINICS AND COMMUNITY HEALTH CENTERS, THE COLLECTION OF WASTE FROM THE CLINICS AND COMMUNITY HEALTH CENTERS TO THE CENTRAL COLLECTION POINTS FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT					
DEPARTMENT OF HEALTH					
GROUND FLOOR, GLOBAL LIFE BUILDING, PHALO AVENUE					
BHISHO					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Philasande Mtheleli		CONTACT PERSON	Philasande Mtheleli	
TELEPHONE NUMBER	040 608 9501		TELEPHONE NUMBER	040 608 9501	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Philasande.mtheleli@echealth.gov.za		E-MAIL ADDRESS	Philasande.mtheleli@echealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <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
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

DOCUMENT CONTROL SHEET

SCMU3-22/23-0401-H0

Revision			
Drafted By Ms N. Qitsi	Date: 14/10/2022	Name:	Signature:
Reviewed By Mr P. Mtheleli	Date: 14/10/2022	Name:	Signature:
Recommended Programme Manager by: Ms N. Nokwe	Date: 14/10/2022	Name:	Signature:
Approved Specification Committee By: Mr M. Van Zyl	Date: 14/10/2022	Name:	Signature:
Advert Approved By:	Date: 14/10/2022	Name:	Signature:

NOTE: By signing this page you undertake to have read the whole document

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DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

DoH	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising <ul style="list-style-type: none"> ○ The cover page and the table of content and definitions ○ Part 1 which details the Conditions of Bid; ○ Part 2 which details the Conditions of Contract and Operational Requirements; ○ Part 3 which details the bid strategy ○ Part 4 which details the Specifications relating to the Technology / Services ○ Part 5 which contains all the requisite bid forms and certificates; As read with GCC – <i>General Conditions of Contract</i>
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

Auto clave	Process method which consists of a pre-vacuum phase, pressurisation phase, heat treatment phase at, at least 148 °C for a time period not less than 35 minutes followed by a decompression phase and post-vacuum phase which renders sterile material which must be rendered unrecognisable for final disposal.
Alternative method	A method that will treat Health Care Risk Waste in such a way as to render it non-infectious or sterile products or residue, to be unrecognisable sterile waste which will contribute to waste minimization.
Chemical Waste	Means expired pharmaceuticals from pharmacies at the Facilities, waste from oncological wards, cytotoxic waste, and other chemical waste generated at the Facilities. Chemical Waste includes liquids and solids and can include flammable substances.
Clinic	Means a Facility designated by "C" in the List of Facilities or a Facility designated as "CHC" in the List of Facilities.
Collection Programme	Means the Contractor's programme for collecting Waste from the Facilities. The programme shall specify days of the week and approximate times that Waste will be collected from each Facility.
Commencement of Services Date	Means the date occurring 2 months after the Contract Date, on which the Contractor shall take responsibility for removing the Waste from all Facilities in the Region.
Community Health Centre	Means a Facility designated as such by "CHC" in the List of Facilities.
Competent Authority	Means any agency, department, board, committee, governmental body, local authority, court, inspectorate, official regulator, public statutory person or appointee of the Republic or the Province (whether autonomous or not) having jurisdiction (whether by virtue of Legislation, delegated authority, customary law or otherwise) over any of the parties hereto, the subject matter of this Contract and/or the performance of any of the parties' respective obligations under this Contract.
Contract Date	Means the date on which execution of the Contract commences.
Contract Period	Means the period from the Contract Date to the date that the Contract expires.
Controlled Combustion Treatment	Means any method, technique or process for microbial inactivation or for otherwise altering the biological, chemical or physical characteristic of Waste so as to render the material unrecognisable and render all sharps unusable, and ensure that all blades are broken, and in order to reduce the hazards which the health care risk waste presents and to facilitate disposal by means of, typically, a controlled combustion technology.
Disposable Container	Disposable Containers shall include the following: <ul style="list-style-type: none"> ▪ Sharps Containers, including containers for long sharps; ▪ Speci-bin Containers for Pathological Waste; ▪ Speci-bin Containers for Pharmaceutical Waste; ▪ Red liners for General Infectious Waste, including sealing mechanisms for liners;

Department's Representative	Means such party as the Department may appoint as the Department's Representative for the purposes of this Contract and notify the Contractor in writing.
Environment	Environment is defined as i) the natural environment, consisting of air, water, land and all forms of life, ii) the social, political, cultural, economic and working context and other factors that determine people's place in and influence on the environment, and iii) natural and constructed spatial surroundings.
Exposure	The intake of radiation or pollutant by organisms present in a particular environment (i.e. human, natural), which represents a potential health threat to the living organisms in that environment.
Extraordinary Items	Disposable items not forming part of the normal daily Waste stream, but with characteristics similar to that of Health Care Risk Waste (HCRW).
Facility	Means a provincial hospital, community health centre, clinic, mortuary or any other health care facility included in the List of Facilities.
Facility Rollout Plan	Means a detailed strategy for the systematic implementation of the new Waste Management System at individual Facilities within a particular Region.
General Infectious Waste	Means Infectious Waste, other than Sharps Waste and Pathological Waste, which is suspected to contain pathogens and normally causes, or significantly contributes to the cause of increased morbidity or mortality of human beings. It inter alia includes items such as blood, contaminated dressings, contaminated diapers or any other disposable items suspected of being infectious.
Good Engineering and Operating Practices	<p>Means (in relation to the performance of any activity, duty, responsibility and/or obligation of the Contractor to which this standard is stated in this Contract to apply) the standards, practices, methods and procedures and the degree of skill, care, diligence, prudence and foresight that would reasonably be expected of a skilled and experienced contractor engaged in the same type of undertaking under the same or similar factual, practical and/or physical circumstances at the time when the relevant decision or judgement is made and/or the relevant act or operation is performed and, without prejudice to the foregoing generality, shall include taking all reasonable steps to ensure that:-</p> <ul style="list-style-type: none"> ▪ adequate materials, resources and supplies, are constantly available to undertake the Services under normal conditions and reasonably anticipated abnormal conditions; ▪ sufficient personnel are available and are adequately experienced and trained to transport and handle the Waste and operate the Treatment Plant properly, efficiently and within the manufacturers' guidelines and specifications and are capable of adequately responding to emergency conditions; ▪ preventive routine and non-routine maintenance and repairs are performed to the Treatment Plant and the Contractor's equipment in general, on a basis that ensures reliable and safe operation, and are performed by knowledgeable, trained and experienced personnel utilising suitable equipment, tools and procedures;

	<ul style="list-style-type: none"> ▪ appropriate monitoring and testing is done to ensure that all equipment at the Treatment Plant and the Contractors equipment in general, is functioning as designed and to provide assurance that such equipment will function properly under normal conditions; ▪ appropriate planned procedures are carried out to ensure the proper collection, transport, handling, treatment and disposal of the Waste, Residues and effluents under normal conditions and reasonably anticipated abnormal conditions; ▪ the Department's Requirements, all Necessary Consents and all applicable Statutory Requirements are complied with.
Haemorrhagic Fevers	An acute, contagious, formidable diseases which includes Lassa fever, Rift Valley fever, Marburg and Ebola haemorrhagic fevers, Crimean-Congo haemorrhagic fever and yellow fever.
HCRW Vehicles	Means the vehicles used by the Contractor to transport Health Care Risk Waste.
Hospital	Means a Facility named as such in the List of Facilities and also which is otherwise added to the list during the contract period by the Department's representative
Implementation Period	Means for each Facility the period from when a Facility begins to use elements of the new Waste Management System until the new Waste Management System is fully implemented at that Facility.
Integrated Health Care Waste Management	Is a holistic and integrated course of action that specifies the institutional, infra-structural and technological support, as well as human and financial resources required to establish and implement an integrated Health Care Waste Management Strategy.
Landfill	To dispose of waste on land, whether by use of waste to fill in excavations or by creation of a landform above grade, where the term 'fill' is used in the engineering sense.
Large Order	Means a single order for supply of Disposable for a particular Facility exceeding 6 month's average consumption of the Disposable ordered by that Facility.
Liquid Wastes	Any waste material, whether it being hazardous or non-hazardous and that is identified to contain "free liquids", which readily separate from the solid portion of waste under ambient temperature and pressure.
List of Facilities	See Annexure 5 [List of Facilities] of the Project Specification.
Manifest System	A system for documenting and controlling the fate of HCRW from "cradle-to-grave".
Monthly Report	Has the meaning given to it in Section 15.2.2 of this Project Specification.
Mobilisation Period	Means an uninterrupted period of 60 days commencing on the Contract Date.
Non-Combustion Treatment	Means any method, technique or process for microbial inactivation or for otherwise altering the biological, chemical or physical characteristic of Waste so as to render the Waste unrecognisable and in order to reduce the hazards it presents, and facilitate disposal by

	any means of technology which does not constitute controlled combustion treatment, including but not limited to autoclave treatment;
Necessary Consents	Means all consents, licenses, certificates, authorisations, permissions, approvals and permits of any Competent Authority and/or Interested Party that are necessary for the lawful performance of the Services and/or any of the Contractor's other obligations under this Contract.
Pathological Waste	Means tissues, organs, body parts, extracted teeth and or broken bones, human foetuses and deceased animals infected with zoonotic diseases, blood, and body fluids, but excludes teeth, hair and nails.
Planned Outage	Means any shutdown or stoppage affecting the operating capacity of the Treatment Plant or any part thereof, which is planned and of which the Department's Representative has been notified in writing, no later than 1 month before its occurrence.
Price Adjustment Factor	The Contractor shall be allowed to adjust the prices of Services and supplies at six monthly intervals, with the Price Adjustment Factor calculated in accordance with the Consumer Price Index (CPI), using the Core Inflation Rate for Metropolitan Areas (CIRMA).
Rollout	Means for each Facility the process of implementing the new Waste Management System.
Rollout Completion Date	Means the date occurring 12 months after the Contract Date.
Rollout Period	Means the period from the Commencement of Services Date to Rollout Completion Date.
Regional Rollout Plan	Means a detailed strategy for the systematic implementation of the new Waste Management System at all Facilities within a particular Region.
Segregation	The systematic separation of solid waste into designated categories of HCGW and HCRW respectively.
Service Failure	Means the Contractor's failure to comply with certain requirements of the Contract. Service Failures are defined in Section 18.3 of the Project Specification.
Services	Means the services, duties and obligations to be fulfilled by the Contractor in accordance with this Project Specification throughout the Services Period.
Services Period	Means the period from the Commencement of Services Date to the Expiry of the Contract.
Sharps Container	Means a disposable puncture resistant container which, when sealed, cannot be opened without great difficulty, and which is spill proof under normal handling conditions, used for the storage and transport of infected sharps items.
Specibin Container	Means a disposable puncture resistant container which, when sealed, cannot be opened without great difficulty, and which is spill proof under normal handling conditions, used for the storage and transport of infected pathological waste or waste generated in isolation wards.

Shredding	The process where Sterile Health Care Risk Waste is cut into an unrecognisable mixture of solid and fibrous matter.
Statutory Requirements	Means the requirements of any present or future Legislation, ordinance, proclamation, by-law, directive, decision, regulation, rule, order, notice or code of practice having the force of law in the Province;
Treatment	Means any method, technique, or process designed to change the biological character or composition of any Health Care Risk Waste so as to eliminate its potential for causing disease, pollution impact on the environment and risk to health.
Treatment Plant	Means the plant or plants used by the Contractor to Treat the Health Care Risk Waste.
Unit Price	Means the volumetric and mass price for collecting, transporting, treating and disposing of Health Care Risk Waste, as specified in the Schedule of Rates and Quantities.
Unplanned Outage	Means any breakdown, stoppage, interruption, outage or cessation of, in or affecting the operating capacity of the Treatment Plant which occurs other than as a consequence of a Planned Outage.
Waste	<p>Waste shall, for the purpose of this Contract, be relate to Health Care Risk Waste and considered to include:</p> <ul style="list-style-type: none"> • General Infectious Waste; • Sharps Waste; • Pathological waste; • Chemical Waste/ Pharmaceutical waste; • Extraordinary Items.
Waste Collection Point	Means for each Facility, the location at which the Health Care Risk Waste is delivered to, by the Facilities, Disposable Containers and where the Contractor assumes responsibility of the Health Care Risk Waste. The Contractor shall during its Rollout establish, in consultation with each Facility, the location of each Health Care Risk Waste Collection Point.
Waste Management	All activities, administrative and operational, associated with the handling, transport, storage, treatment and disposal of Health Care Risk Waste. For the purpose of this tender it will also include the supply, distribution and maintenance of all disposable as well as reusable containers.
Waste Management System	Means Collectively the supply of Disposable Containers, the Collection, Transport and Treatment and disposal, specified in the Project Specification.

PART 1

Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

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

2. OFFER AND SPECIAL CONDITIONS

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

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

2.3 **It is a requirement that the bidder must attach proof of registration with (CSD) Central Supplier Database.**

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

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

3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

3.4 All bids must be received before the closing time and date stipulated above and must be deposited in the bid box at the address detailed on the cover page of this invitation to bid.

4. ENQUIRIES

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

5. COMPULSORY BID BRIEFING/ CLARIFICATION

5.1 To enable a Bidder to attain a more detailed degree of knowledge of ECDOH's requirements, ECDOH intends to hold a **Compulsory Briefing Session**. Bidders must attend the Compulsory Briefing Session that will take place at **JOHN TREMBLE HALL, FRERE HOSPITAL, AMALINDA ROAD East London** on the **21 November 2022 at 10:00 a.m.**

5.2 Each prospective Bidder must send at least 1

5.3 (one) and a maximum of 3 (three) representatives to the Compulsory Briefing Session not more.

5.4 The Bidder's representatives at the Compulsory Briefing Session will be afforded the opportunity to submit written questions to ECDOH after the Compulsory Briefing Session. Subject to the same conditions set out in this bid, ECDOH will respond to all such questions by email to all registered Bidders after the Compulsory Briefing Session.

6. PRICING

6.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 Schedule B – SBD 3.1 which completed form/s must be submitted together with the bid documents.

6.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.

6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 Schedule B – SBD3.1

7. Questions and Answers process

7.1 ECDOH will receive questions sent by Bidders by email to be directed to this email address: **Philasande.mtheleli@echealth.gov.za** ECDOH will in return respond to the questions by email to all registered prospective Bidders. Responses will include a copy of the questions and corresponding responses. The identity of a Bidder who has directed questions to ECDOH will not necessarily be disclosed by ECDOH in such responses. Questions and answers will close after **5 days** of the briefing session.

8. DECLARATION OF INTEREST

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

9. PREFERENCE POINTS CLAIM FORMS

Part 5 Schedule K – SBD 6.1 contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

10. PARTNERSHIPS AND LEGAL ENTITIES

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

11. CONSORTIA

11.1 It is recognized that bidders may wish to form consortia to provide the Services.

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

11.2.1 It shall be signed so as to be legally binding on all consortium members

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

11.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the ECDOH and receive instructions for and on behalf of any and all the members of the consortium;

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

12. ORGANISATIONAL PRINCIPLES

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

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

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

14. FINANCIAL PARTICULARS

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

15. VALIDITY

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

16. ACCEPTANCE OF BIDS

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

17. NO RIGHTS OR CLAIMS

- 17.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the DoH. The DoH (as the case may be) reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- 17.2 Neither the DoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

18. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

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

19. ACCURACY OF INFORMATION

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

20. COMPETITION

- 20.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 20.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

- 20.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 20.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

21. RESERVATION OF RIGHTS

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

22. EVALUATION CRITERIA

22.1 1st Stage: Administrative Compliance/ Pre-qualification evaluation

- 22.1.1 ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDOH to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by ECDOH in order to determine whether a bid complies in this regard.
- 22.1.2 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:
- 22.1.2.1 reject the Bid in question and not to evaluate it at all;
- 22.1.2.2 give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Bid so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is **administrative in nature**, as opposed to forming a material part of the Bidder's Bid;
- 22.1.2.3 in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid.

22.2 The following Pre-qualification criteria shall apply:

- 22.2.1 The bid documentation must be completed comprehensively and correctly.

22.2.2 Declaration of Interest form (SBD 4) must be completed and signed.

22.2.3 Preference Points Claim (SBD6.1) in terms of PPR, 2017 must be completed and signed.

22.2.4 Bidders must have provided supporting documentation as per the bid requirements.

NON-NEGOTIABLE ITEMS

22.2.5 Bidders must have attended the **compulsory** Bid Briefing & Information Meeting and be recorded as such in the register

22.2.6 Availability/accessibility to a purposefully designed and equipped vehicles as per Part 4 bid specifications requirements for vehicles. (attach: Vehicle registration documents/ agreement letter with the hiring company in line with the National Road Traffic Act including colour photo of the vehicle interior and exterior)

22.2.7 Attach Haz Chem certificate for the Driver

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

#	<i>Requirement</i>	Comply	
		YES	NO
A	Invitation to Bid (SBD1) completed and signed		
B	Pricing Schedule (SBD 3.1)		
C	Declaration of Interest (SBD 4)		
D	Preferential Points Claim (SBD 6.1)		
E	JV agreement (if applicable)		

NON-NEGOTIABLE ITEMS

#	<i>Requirement</i>	Comply	
		YES	NO
	Compulsory Briefing Session Certificate/Signed Briefing Register		
	Availability/accessibility to a purposefully designed and equipped vehicles as per Part 4 bid specifications requirements for vehicles. (attach: Vehicle registration documents/ agreement letter with the hiring company in line with the National Road Traffic Act including colour photo of the vehicle interior and exterior)		
	Attach Haz-Chem certificate for the Driver		

NB: Failure to comply with the above non-negotiable item will invalidate the bid.

22.3. 2nd Stage: Functionality evaluation

**Bidder must obtain a minimum threshold of 30 points out 35 points to proceed to the next stage.
A bidder who scores less than 30 points will not be considered further.**

ITEM	EVALUATION CRITERIA	Available Points	DOCUMENTARY EVIDENCE
2	Methodology (understanding) of approach to delivery of service category and compliance with Service Level requirements as per Part 4 of bid specifications a. Contingency plan - 15 <ul style="list-style-type: none">• Transportation = 5• Accidental Spills Management = 5• Emergency Procedures = 5	15	
3	Bidder/s must be based in the Districts they are bidding for: Within the District = 20 points Within Eastern Cape Province = 15 Outside Province = 0	20	Municipal account/ letter from ward councilor reflecting or confirming address accompanied by an affidavit /Lease agreement with proof of rental payment for 3 months.
	Total	35	

22.4 3rd Stage: In loco inspection

22.4.1 The Department reserves the right to physically verify contents that are contained in the technical evaluation.

22.4.2 In loco inspection will be conducted to the shortlisted bidders by Eastern Cape Department of Health.

22.5 4th Stage: Price and Preference Evaluation

22.5.1. Responsive bids which comply to the 1st stage evaluation will be evaluated on the 80/20-preference point system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation 6 of the Procurement Regulations. The 80 points will be allocated for price and 10 points for attaining the B-BBEE status level contributor.

The bid will be evaluated in terms of the 80/20 point system as stipulated in the Preferential Procurement Regulations, 2017.

In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act (Act 5 of 2000), responsive bids will be adjudicated by the department on the 80/20- preference points system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

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

$$P_s = \frac{80(1 - P_t - P_{min})}{P_{min}}$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

A maximum of 20 points may be allocated to bidders for attaining their B-BBEE status level of contributor in accordance with the table below:

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

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

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

- 22.5.3 Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.
- 22.5.4 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 22.5.5 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the close corporation act, 1984) (act no 69 of 1984) or an accredited verification agency will be considered for preference points.
- 22.5.6 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.
- 22.5.7 The total points scored will be rounded off to the nearest 2 decimals.
- 22.5.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 22.5.9 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest functionality.
- 22.5.10 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.
- 22.5.11 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

PART 2

Conditions of Contract and Operational Requirements

1. CONTRACT

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

2. FEES AND CHARGES

2.1 Prices shall be firm for the first 12 months.

2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.

2.3 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. SERVICE MANAGER

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

4. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

4.1 *The ECDoH's operational requirements.* The contractor shall, in the provision of the required service, have due regard to the operational requirements of the ECDoH and other parties occupying or operating from the relevant institution, and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

4.2 *Problem identification and reporting.* The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, contractor shall:-

4.3 *Other Service Providers* The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDoH, co-operate fully with such persons.

4.4 *Regulations and statutes* The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

4.5 *Compliance with procedures.*

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

4.6 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.

4.7 Should the ECDoH at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.

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

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

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

4.10 Operational report –

- A record of the Disposable Containers delivered with information on type and numbers for each Facility;
- A record of the Waste collected with information about volume for each Waste category collected from the various Facilities in the Province, as well as details on the destination of the Waste;
- Graphs indicating container supply trends on a monthly as well as an annual basis (based to all previous information generated under this Contract);
- Management of specialised waste streams, e.g. Pathological Waste, general infectious waste etc.;
- Overview of strengths and weaknesses in waste collection and transport;
- Operational failures by the Department
- Operational failures by Facilities, e.g. overloading of containers.

4.11 Financial Report:

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

4.12 Annual Report

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

from Commencement of Services Date to the end of the year in which the Commencement of Services Date occurs.

4.13 Monthly Report

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

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

In any event each Monthly Report shall inter alia include:

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

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

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

4.14 Incident Report

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

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

5. HAZARDOUS MATERIALS

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

6. FIRE RISKS

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

7. ENERGY MANAGEMENT

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

8. OCCUPATIONAL HEALTH AND SAFETY

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

The contractor:-

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

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

Health and Safety: - Reports

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

9. SERVICE LEVEL AGREEMENT

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

10. PERFORMANCE MEASUREMENT PROVISIONS

10.1 Introduction.

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications, Bid Conditions and the service level agreement (if any) contemplated in clause 9 above.

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

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

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

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

10.4 Measurement of performance

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

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

10.6 Communication

10.6.1 Meetings

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

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

10.6.2 Reporting

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

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

10.6.2.1 Bi-Annual Report

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

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

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

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

11. BREACH AND TERMINATION

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

12. LOSS AND DAMAGE

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

13. SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDoH (or any other authorized authority) and then only to a person and to the extent approved by the ECDoH or such authority and upon such terms and conditions as the ECDoH or such authority require. It is recorded that where such consent is given contractor shall remain liable to ECDoH for the performance of the Services.

PART 3

BID STRATEGY

This bid is divided into 7 Health Districts. The Health District or Metro is made up of all community health centres and clinics and are listed below:

1. Alfred Nzo Health District
2. OR Tambo Health District
3. Joe Gqabi Health District
4. Amathole Health District
5. Chris Hani Health District
6. Sarah Baartman Health District and Nelson Mandela Metro
7. Buffalo City Metro Health District

It is a standard requirement that the ECDOH is compelled to utilize the prescribed containers and accessories as explained in this specification and supplied by the contractor for HCRW (Class A and Class B Waste, excluding Domestic Waste).

The Department will appoint one service provider per District. The service provider/s will be responsible for distribution of containers and collection of waste from the community health centers, and clinics to the central collection point/nearest hospital/CHC per region.

PART 4

SPECIFICATION

1. BID SPECIFICATIONS

Background

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

2. Scope and period of the service

The bid specification calls for the following:

- a) Distribute health care waste containers to the public clinics and Community Health Centers (CHCs) excluding private clinics.
- b) Collect health care risk waste from the clinics and CHC's to the central collection points being a public hospital or CHC within that District as identified by the Health District
- c) Provide safe, effective and efficient handling and removal of medical waste on site from the temporary storage to central collection point, transportation and safe off loading and safe storage at the identified hospitals or CHCs.
- d) The service provider must at all times adhere to the statutory requirements of HCRW management
- e) The service provider must put in place precautionary measures for the health and safety of workers and the public.
- f) Provide monitoring systems and monthly reports to the department of health, capturing quantities, challenges and steps taken to overcome challenges.

NB: The provision of containers to Sub-District offices will be the responsibility of another service provider

The period of this tender is 36 months

3. The Facilities

- The Facilities to be serviced by the Contractor under this Contract are community health centers (CHCs) and clinics excluding private clinics.

- The Contractor shall service all Facilities which are included in the List. The List of Facilities is presented in Annexure B [List of Health Facilities].
- This list can be amended by the Department during the Contract Period. The Department shall give the Contractor written notice of any amendments to the List of Facilities. The Contractor shall upon receiving such notice, liaise with Facilities added to the list and arrange with the Department and the Facility for the commencement of Services at that Facility. Likewise, the Contractor shall in consultation with the Department and the Facility terminate its Services to Facilities that may be removed from the list.

4. The Waste

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

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

- General Infectious Waste;
- Sharps Waste;
- Pathological waste.
- Pharmaceutical waste

4.1 General Infectious Waste

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

4.2 Sharps Waste

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

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

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

4.3 Pathological Waste

Pathological waste includes tissues, organs, body parts, human fetuses, blood and body fluids.

5. Distribution of Disposable Containers

The Contractor shall as part of its obligations, throughout the Services Period, distribute Disposable Containers to all Facilities. Disposable Containers shall include the following:

- Sharps Containers,
- Specbin Containers for Pathological Waste;
- Red liners for General Infectious Waste, including sealing mechanisms for liner i.e cable tiers.
- Pharmaceutical waste containers.
- Box sets

Disposable Containers shall be delivered to the Facilities by the Contractor as communicated by the facility.

6. Disposable Containers delivery point

- The District Office in liaising with the CHC or Clinics shall determine the acceptable delivery times and locations to which Disposable Containers shall be delivered.
- The disposable containers must be delivered during scheduled Waste collection rounds, **the contractor will** be responsible to ensure that new containers are not contaminated during the transportation and delivery thereof.

7. Storage of Waste to be Removed – Responsibility of Health Facility

- The Head of institution should designate a half way storage site (for temporary storage of HCRW/medical waste) within the clinic where waste will be placed for collection/removal by the contractor's staff.
- The temporary storage should be secured under lock and key at all times, avoiding spills or any other secondary nuisance.
- Waste containers should be labeled with the name of the clinic or number of consulting room, opening and closing dates.
- PHC facility staff will segregate and place all HCRW/Medical waste into the designated and prescribed HCRW lined containers and be responsible for the in-house movement thereof, from the waste storage points in the consulting rooms to the temporary storage site.

- Each waste storage point will be identified with a bio-hazardous signage stating the purpose of the site.
- Storage and transportation of filled and sealed containers and any other hazardous waste shall comply with the requirements of the relevant legislation.

8. Collection of the Waste

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

Responsibility of the Contractor

- The Contractor shall ensure that no Waste is left unattended between the time when it is removed from the Waste Collection Point and the time when it was delivered to the central collection point.
- The Contractor shall collect Waste from the Facilities in accordance with the Collection Programme. The Contractor shall notify the affected Facilities and the Department's Representative of changes to the Collection Programme, 1 week prior to such changes taking effect. The Contractor shall at all times ensure that the Department's Representative as well as the respective Facilities are provided with the latest version of the Collection Programme.
- Waste collection rounds shall be undertaken between 8:00 and 15:30 on agreed days of the week. Waste collection outside of the aforesaid hours shall only be permitted if the Contractor agrees with the Facility in writing, provided also that the Department's Representative has been informed in writing of this agreement.

9. Frequency of Waste Collection

Type of Facility	Collection Frequency
CHCs and Clinics	Once a month

10. Recording of Waste collected

1. The bidder must be able to provide his/her own manifest register which would have to be filled for each consignment of Waste collected, the bidder shall record the following information:
 - a) Name of the clinic
 - b) Type (volume) and number of Containers;
 - c) Waste categories, i.e. general infectious waste, pathological waste.
 - d) Time and date of collection;

- e) Driver details;
- f) Details of Facility representative witnessing Waste collection;
- g) Details of facility or central collection point representative witnessing delivery of waste
- h) The bidder is required to sign the manifest register in the facility

Personnel compliance

- Employees must at all times wear protective clothing (Overalls, heavy duty gloves, masks and safety boots and must be available on the day of the inspection).

11. Transport

11.1 Requirements for transportation

The Contractor shall transport all Waste from the Facilities to central collection points.

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

11.2 Requirements for the HCRW Vehicles

- HCRW Vehicles used by the Contractor to transport Waste shall be for the sole purpose of transporting HCRW and may not be used for any other purposes.
- All HCRW Vehicles shall comply to meet the standards laid down by the National Road Traffic Act (Act 93 of 1996), as well as any relevant legislation.
- Access to the HCRW Vehicle's loading compartment shall be safe and unobstructed, thus ensuring easy access for the Contractor's staff.
- Storage compartments on HCRW Vehicles shall not have any holes or openings that could result in leaking of liquids that may have spilt from containers.
- The inner surface of the HCRW Vehicle's storage compartment shall be smooth and rust free by being galvanised, manufactured from stainless steel or other materials approved by the Competent Authorities.
- The internal finish of the storage compartment shall further allow for easy cleaning, e.g. angles shall be rounded and surfaces shall be smooth, without any material joints creating the opportunity for dirt collection.
- There shall be a bulkhead between the drivers cabin and load compartment, designed to retain the load, in order to protect the driver, should the vehicle be involved in an accident.
- Vehicle should be designed to have two compartments: clean compartment and dirty area
- All HCRW Vehicles shall be equipped with emergency equipment required by the Necessary Consents. This Equipment shall as a minimum include spill kits containing all personal protective equipment like masks, gloves and overalls, as well as folded HCRW containers, brooms, scoops and disinfectants, red tape and fire extinguishers.
- The contractors shall be familiar with the emergency procedures whilst also trained in the effective use of such emergency equipment. Each vehicle must be manned by trained teams

and marked with the international logo for bio-hazardous waste (including contractor information and emergency contact telephone number) and equipped with radio contact or mobile phone.

- Vehicle operators or any other person who comes into contact with HCRW during collection, transportation and disposal should be immunised against Hepatitis B (this to be verified before the commencement date).
- Strict security regarding access to vehicles is required (these to be verified during in loco inspection) and safe loading procedure will be made possible with the vehicle.
- In an event of an accident the successful bidder should take responsibility for any event or indemnity outside the clinic premises.
- The bidder should submit drivers Hazchem certificates.
- Provide the list of vehicles to be used and if during the contract a new vehicle is provided it must meet the same specification requirements and provide details of such vehicle/s for inspection purposes.

Organisation:

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

12. Backup arrangements

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

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

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

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

13. Minimum Standard

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

14. CONTINGENCY PLAN

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

14.1 Transportation

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

14.2 Management of accidental spills

A detailed procedure on how the spills will be managed

14.3 Emergency Procedures

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

15. STATUTES RELATING TO WASTE MANAGEMENT

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

16.1 National Legislation

- a) The Constitution of South Africa Act, Act 108 of 1996
- b) Health Act, Act 63 of 1977 and Eastern Cape Provincial Health Act
- c) Hazardous Substances Act, Act 15 of 1973
- d) National Environmental Management Act, Act 107 of 1998 and National Environmental Management as amended.
- e) EIA Regulations (1998), Section 21, 22 and 26 of the Environmental Conservation Act, Act 73 of 1989
- f) National Water Act, Act 36 of 1998
- g) White Paper on Integrated Pollution and Waste Management (2000)
- h) Human Tissue Act No 65 of 1983, as amended by Act No 106 of 1984 and Act No 51 of 1989
- i) The Medicine and other Related Substances Control Act, Act No. 101 of 1965
- j) Occupational Health and Safety Act, Act 85 of 1993
- k) National Environmental Management: Air Quality Act, April 2003
- l) National Road Traffic Act, Act 93 of 1996
- m) Nuclear Energy Act, Act 46 of 1999
- n) National Nuclear Energy Regulation Act, Act 47 of 1999
- o) The Dumping at Sea Control Act, Act 73 of 1980
- p) Municipal and other regulatory authority laws and regulations controlling the transport of hazardous substances.
- q) Waste Act, 59 of 2008

16.2 International Legislation

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

16.3 Government Guidelines and Requirements

- a) Department of Water Affairs and Forestry: Minimum requirements for Waste Disposal by Landfill, Second edition, 1998.
- b) Department of Water Affairs and Forestry: Minimum requirements for the Handling, Classification and Disposal of Hazardous Waste, Second edition, 1998.

- c) Department of Environmental Affairs and Tourism: Framework Document on the Management of Health Care Waste, 2000.
- d) Department of Environmental Affairs and Tourism: National Waste Management Strategy Action Plan for Waste Treatment and Disposal, Version C (1999).
- e) Department of Health: Guidelines for the Design, Installation and Operation of Incinerators (Class 1 – Class 3).
- f) Department of Health, Directorate of Health Technology: Guidelines for the safe transport of radio-active materials.

16.4 Codes of Practice

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

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

PART 5 SCHEDULE B

SBD 3.2

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

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

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

Name of bidder.....	Bid number: SCMU3-22/23-0401-HO
Closing Time 11:00	Closing date: 28 November 2022

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

CHRIS HANI

Section 1: Delivery of containers and accessories, collection and transportation of HCRW					
Item No	Item Description	Unit	Indicative kilometres p/month	Bid Price Incl Vat per km(Rand)	Total Bid price incl Vat for the year (Rand)
1.1	Disposable containers: Cost to distribute waste container to PHC facilities, collect and transport waste from PHC facilities in Chris Hani Health District				
1.2	Chris Hani Health District	p/km	6876		
Section 2 - Total Bid Price for the 1st year (Rand)					
Section 3- Total bid price for 2 nd year (Rand)					
Section 4 - Total Bid Price for the 3 rd year (Rand)					

AMATHOLE**Section 1: Delivery of containers and accessories, collection and transportation of HCRW**

Item Description	Unit	Indicative kilometres p/month	Bid Price Incl Vat per km(Rand)	Total Bid price incl Vat for the year (Rand)
Disposable containers: Cost to distribute waste container to PHC facilities, collect and transport waste from PHC facilities in Amathole Health District				
Amathole Health District	p/km	4670		
Section 2 - Total Bid Price for the 1st year (Rand)				
Section 3- Total bid price for 2 nd year (Rand)				
Section 4 - Total Bid Price for the 3 rd year (Rand)				

Sarah Baartman and Nelson Mandela**Section 1: Delivery of containers and accessories, collection and transportation of HCRW**

Item Description	Unit	Indicative kilometres p/month	Bid Price Incl Vat per km(Rand)	Total Bid price incl Vat for the year (Rand)
Disposable containers: Cost to distribute waste container to PHC facilities, collect and transport waste from PHC facilities in Sarah Baartman and Nelson Mandela Health Districts				
Sarah Baartman Health District	p/km	4898		
Section 2 - Total Bid Price for the 1st year (Rand)				
Section 3- Total bid price for 2 nd year (Rand)				
Section 4 - Total Bid Price for the 3 rd year (Rand)				

Buffalo City

Section 1: Delivery of containers and accessories, collection and transportation of HCRW

Item Description	Unit	Indicative kilometres p/month	Bid Price incl Vat per km(Rand)	Total Bid price incl Vat for the year (Rand)
Disposable containers: Cost to distribute waste container to PHC facilities, collect and transport waste from PHC facilities in Buffalo City Health District				
Buffalo City Health District	p/km	1800		
Section 2 - Total Bid Price for the 1st year (Rand)				
Section 3- Total bid price for 2 nd year (Rand)				
Section 4 - Total Bid Price for the 3 rd year (Rand)				

OR Tambo

Section 1: Delivery of containers and accessories, collection and transportation of HCRW

Item Description	Unit	Indicative kilometres p/month	Bid Price Incl Vat per km(Rand)	Total Bid incl Vat price for the year (Rand)
Disposable containers: Cost to distribute waste container to PHC facilities, collect and transport waste from PHC facilities in OR Tambo Health District				
OR Tambo Health District	p/km	6109		
Section 2 - Total Bid Price for the 1st year (Rand)				
Section 3- Total bid price for 2 nd year (Rand)				
Section 4 - Total Bid Price for the 3 rd year (Rand)				

Joe Gqabi**Section 1: Delivery of containers and accessories, collection and transportation of HCRW**

Item Description	Unit	Indicative kilometres p/month	Bid Price incl Vat per km(Rand)	Total Bid price incl Vat for the year (Rand)
Disposable containers: Cost to distribute waste containers to PHC facilities, collect and transport waste from PHC facilities in Joe Gqabi Health District				
Joe Gqabi Health District	p/km	3300		
Section 2 - Total Bid Price for the 1st year (Rand)				
Section 3- Total bid price for 2 nd year (Rand)				
Section 4 - Total Bid Price for the 3 rd year (Rand)				

Alfred Nzo**Section 1: Delivery of containers and accessories, collection and transportation of HCRW**

Item Description	Unit	Indicative kilometres p/month	Bid Price Incl Vat per km(Rand)	Total Bid price incl Vat for the year (Rand)
Disposable containers: Cost to distribute waste container to PHC facilities, collect and transport waste from PHC facilities in Alfred Nzo Health District				
Alfred Nzo Health District	p/km	2910		
Section 2 - Total Bid Price for the 1st year (Rand)				
Section 3- Total bid price for 2 nd year (Rand)				
Section 4 - Total Bid Price for the 3 rd year (Rand)				

BID PRICE IN RSA CURRENCY**** (ALL APPLICABLE TAXES INCLUDED)**

- **Brand and model.....N/A.....**

- **Does the offer comply with the specification(s)?**

***YES/NO**

- **If not to specification, indicate deviation(s)**
- **Period required for delivery (7 working days from receipt of a purchase order)**
..... YES/NO
- ***Delivery: Firm**
- **Delivery basis (Part- delivery) YES/NO**

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

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

***Delete if not applicable**

Signature

.....

.....

Capacity / Position

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. **IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES**
2. **IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:**

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

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

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

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

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

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

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

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

Part 5 – Schedule A
Government Procurement
General Conditions of Contract

Annexure A

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties

- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub Service Providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be

sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

12. Transportation

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

13. Incidental Services

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

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending

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

- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of and claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract Amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts

awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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

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

22. Penalties

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

**23. Termination
for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any

extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with

mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

32. Taxes and Duties

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

This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of 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**

- 2.2.1 If so, furnish particulars:

.....

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

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

other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Part 5 – Schedule D
Qualifications and Experience

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

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

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

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

(Please provide contactable references)

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

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

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

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

.....
NAME IN CAPITALS

In the presence of:

1.
2.

Part 5 – Schedule E

Organisation type

PARTNERSHIP/CLOSED CORPORATION/COMPANY

(Delete which is not applicable)

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

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

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

.....
NAME IN CAPITALS

In the presence of :

1.
2.

<p>Part 5 – Schedule F</p> <p>Organisational structure</p>
--

-
- This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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

NAME IN CAPITALS

In the presence of :

1. _____
2. _____

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

1. Physical address of supplier's office

2. Telephone No of office: _____

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

SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

Part 5 – Schedule H
Financial Particulars

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

Nature of Service: _____

Name of bidder: _____

Bid Number: _____

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

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

.....
NAME IN CAPITALS

In the presence of:

1.

2.

PART 5 SCHEDULE I

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R500 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in

section 1 of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		

Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

Annexure A

SPECIFICATION FOR CONTAINERS

Sharps Containers

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

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

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

Range of Sharps Containers required:

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

Material to be used in manufacturing of Sharps Containers:

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

Sharps Container design requirements:

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

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

Sharp container markings:

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

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

Specibin Containers

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

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

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

Range of Specibin Containers required:

1. The following generic types of Specibin Containers must, as a minimum form part of the supply made available for ordering by the health care institutions:
 - (a) 5 litre Specibin Container

- (b) 10 litre Specibin Container;
- (c) 25 litre Specibin Container

Material to be used in manufacturing of Specibin Containers:

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

Specibin Container design requirements:

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

Specibin Container markings:

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

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

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

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

PHARMACEUTICAL WASTE CONTAINER

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

Range of Pharmaceutical waste containers required:

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

Material to be used in manufacturing of Pharmaceutical waste Containers

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

Pharmaceutical Waste Container design requirements:

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

Liners

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

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

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

Range of liners required:

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

Material to be used in manufacturing of liners:

1. Liners are to be made from impermeable, leak proof material and shall be compatible with the envisaged treatment of waste.
2. Liners shall be closed by means of non-PVC plastics ties, Plastic bags shall not be closed by means of stapling
3. Dies must not contain heavy metals;
4. All Plastic Liner Freestanding Racks are to be manufactured from stainless steel respectively as indicated in Schedule of Rates and Quantities;
5. Plastic Liner Freestanding Racks are to be powder coated or galvanised when manufactured from mild steel. No coating is required for stainless steel Freestanding Racks.

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

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

Plastic liner design requirements:

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

Plastic liner markings:

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

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

Annexure B

CENTRAL REGION

HOSPITALS:	
EASTERN CAPE HOSPITALS	TOTAL = 90
DISTRICT HOSPITALS	
Joe Gqabi DM	Muclear Hospital
	Taylor Bequest Hospital (Elundini)
	Aliwal North Hospital
	Burgersdorp Hospital
	Jamestown Hospital
	St Francis Hospital
	Steynsburg Hospital
	Cloete Joubert (Barkly East) Hospital
	Empilisweni Hospital
	Lady Grey Hospital
	Umlamli Hospital
Amathole DM	Cathcart Hospital
	SS Gida Hospital
	Stutterheim Hospital
	Komga Hospital
	Nompumelelo Hospital
	Madwaleni Hospital
	Butterworth Hospital
	Tafalofefe Hospital
	Adelaide Hospital
	Bedford Hospital
	Fort Beaufort Hospital
	Victoria Hospital
	Winterberg Hospital
	Tower Hospital
Buffalo City	Frere Hospital
	Cecilia Makhiwane Hospital
	New Haven Hospital
	Bisho Hospital
	Grey Hospital
	Nkqubela Hospital
District	Facility
Chris Hani DM	Dordrecht Hospital
	Glen Grey Hospital
	Indwe Hospital
	Cofimvaba Hospital
	Cradock Hospital

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

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

Clinics and Community Health Centres

	District	Sub-District	Facility
Clinic	A Nzo DM	Maluti SD	Afsondering Clinic
			Elukholweni Clinic
			Isilindini Clinic
			Likhetlane Clinic
			Magadla Clinic
			Matatiele Municipality Clinic
			Mount Hargreaves Clinic
			Mvenyane Clinic
			Mzongwana Clinic
			Ntlola Clinic
			Nyaniso Clinic
			Paballong Clinic
			Queen's Mercy Clinic
			Rolweni Clinic
			Shepherds Hope Clinic
			Thabachicha Clinic
			Umtumase Clinic
		Umzimvubu SD	Cancele Clinic
			Dundee Clinic
			Lubaleko Clinic
			Lugangeni Clinic
			Luyengweni Clinic
			Machibini Clinic (Kwabhaca)
			Mapheleni Clinic
			Mhlotsheni Clinic
			Mkemanie Clinic

		Mntwana Clinic
		Mount Ayliff PHC Clinic
		Mount Frere PHC Clinic
		Mpoza Clinic (Mount Frere)
		Mwaca Clinic
		Ntlabeni Clinic
		Ntsizwa Clinic
		Qwidlana Clinic
		Rode Clinic
		Tela Clinic
		Tshungwana Clinic
		Sebeni Clinic
		Amadiba Clinic
		Amandengane Clinic
		Amantshangase Clinic
		Baleni Clinic
		Daliwonga Clinic
		Dungu Clinic
		Greenville Clinic
		Hlamandana Clinic
		Imizizi Clinic
		Isikelo Clinic
		Khanyayo Clinic
		Makhwantini Clinic
	Amathole DM	Amahlati SD
		Amabele Clinic
		Bolo Clinic
		Burnshill Clinic
		Cata Clinic
		Cathcart Clinic
		Cumakala 1 Clinic
		Cumakala 2 Clinic
		Daliwe Clinic
		Dohne Clinic
		Donnington Clinic
		Ethembeni Clinic
		Frankfort Clinic
		Gxulu Clinic
		Kati-Kati Clinic
		Kubusi Clinic
		Lenye Clinic
		Lower Zingcuka Clinic
		Masinedane Clinic
		Mgwali Clinic
		Mxalanga Clinic
		Ntaba ka Ndoda Clinic
		Philani Clinic (KWT)
		Rabula Clinic
		SS Gida Gateway Clinic
		St Matthew's Clinic

		Stutterheim Clinic
		Qeto clinic
		Tyutyu Village Clinic
		Wartburg Clinic
	Mbhashe SD	Badi Clinic
		Bolotwa Clinic (Idutywa)
		Bomvana Clinic
		Fort Malan Clinic
		Gwadana Clinic
		Gwadu Clinic
		Idutywa Nqabara Clinic
		Idutywa Village Clinic
		Jingqi Clinic
		Kwa-Mkholoza Clinic
		Lota Clinic
		Mahasana Clinic
		Melitafa Clinic
		Mpozolo Clinic
		Mqhele Clinic
		Msendo Clinic
		Nkanya Clinic
		Nqabara Clinic
		Nqabeni Clinic
		Nqadu Clinic (Mbhashe)
		Nyhwara Clinic
		Soga Clinic
		Sundwana Clinic
		Taleni Clinic
		Vukukhanye Gateway Clinic
	Mnquma SD	Butterworth Gateway Clinic
		Dr CL Bikitsha Clinic
		Gcaleka Clinic
		Gqunqe Clinic
		Grainvalley Clinic
		Hebe-Hebe Clinic
		Highview Clinic
		Ibika Clinic
		Kotana Clinic
		Macibe Clinic
		Mnyibashe Clinic
		Mqambeli Clinic
		Ncizele Clinic
		Ndabakazi Clinic
		Ngqusi Clinic
		Nozuko Clinic
		Nqancule Clinic
		Ntseshe Clinic
		Qina Clinic
		Qolora-By-Sea Clinic
		Springs Clinic

						Tafalofefe Gateway Clinic		
					Tanga Clinic			
					Tutura Clinic			
					Tyali Clinic			
					Zazulwana Clinic			
					Nkonkobe SD	Adelaide Gateway Clinic		
						Amathole Basin Clinic		
						Assina Mandla Clinic		
						Balfour Clinic		
						Bedford Clinic		
						Bezuidenhoutville Clinic		
						CC Lloyd Clinic		
						Debe Nek Clinic		
						Fort Beaufort Gateway Clinic		
						Gilton Clinic		
						Gxwederha Clinic		
						Healdtown Clinic		
						Hillside Clinic (Nkonkobe)		
						Kolomana Clinic		
						Lower Regu Clinic		
						Lulama Kama Clinic		
						Melani Clinic		
						Mgwalana Clinic		
						Msobomvu Clinic		
						Mzamomhle Clinic (Bedford)		
						Newtown Clinic		
						Njwaxa Clinic		
						Nomakhwezi Makhenyane Clinic		
						Perksdale Clinic		
						Qibira Clinic		
						Rwarwa Clinic		
						Seymour Clinic		
						Sheshegu Clinic		
						Thozamile Madakana Clinic		
						Upper Ncera Clinic		
						Victoria Gateway Clinic		
						War Memorial Clinic		
						Washington Clinic		
						Zigodlo Clinic		
						Zihlahleni Clinic		
					Buffalo City MM	Buffalo City SD	Alphendale Clinic	
							Amahleke Clinic	
							Aspiranza Clinic	
							Beacon Bay Clinic	
							Berlin Clinic	
							Bhele Clinic	
							Bisho Gateway Clinic	

		Bisho Parliament Clinic
		Braelyn Clinic
		Braelyn Extension Clinic
		Breidbach Clinic
		Bulembu Clinic
		Cambridge Clinic
		Central Clinic (East London)
		Central Clinic (King William's Town)
		Chris Hani Clinic
		Cwili Clinic
		Dimbaza Clinic
		Drake Road Clinic
		Fezeka NU 3 Clinic
		Fort Grey Clinic
		Frere Gateway Clinic
		Ginsberg Clinic
		Glenmore Clinic
		Gompo A Ndende Clinic
		Gompo B Jwayi Clinic
		Gompo C Jabavu Clinic
		Gonubie Clinic
		Greenfields Clinic
		Gwabeni Clinic
		Hamburg Clinic
		Horton Clinic
		Ilita Clinic
		Imidange Clinic
		Jafta Clinic
		Jaji Clinic
		Jama Clinic
		John Dube Clinic
		Komga Rural Clinic
		Kwelera Clinic
		Luyolo NU 9 Clinic
		Masakhane Clinic (Zwelitsha)
		Masele Clinic
		Matomela Clinic
		Mdingi Clinic
		Mncotsho Clinic
		Mooiplaas Clinic
		Moore Street Clinic
		Mount Coke Clinic
		Mpongo Clinic
		Mtombe Clinic
		Mtyholo Clinic
		Ncera Clinic
		Ndevana Clinic
		Ndwayana Clinic
		Needs Camp Clinic
		Newlands Clinic
		Ngqwele Clinic

Chris Hani

Enoch Mgijima

Nier Clinic
Nobuhle NU 8 Clinic
Nonkcampa Clinic
Norah Clinic
NU 12 Clinic
NU 13 Clinic
NU 16 Clinic
NU 17 Clinic
NU 2 Clinic
Openshaw Clinic
Pakamisa Clinic
Peddie Extension Clinic
Peddie Gateway Clinic
Peelton Clinic
Pefferville Clinic
Petros Jobane Clinic
Philani NU 1 Clinic
Pikholi Clinic
Pirie Clinic
Potsdam Clinic
Punzana Clinic
Qurhu Clinic
Robert Mbelekana Clinic
Shornville Clinic
Soto Clinic
St Thomas Clinic
Sweetwaters Clinic
Tamara Clinic
Tembisa NU 7 Clinic
Tshabo Clinic
Tshatshu Clinic
Twecu Clinic
Tyamzashe FP Clinic
Tyutyu Clinic
Welcomewood Clinic
Wesley Clinic
Zalara Clinic
Zanempilo Clinic (East London)
Zanempilo Clinic (Zwelitsha)
Zikhova Clinic
Zingisa NU 5 Clinic
Zwelitsha Zone 5 Clinic
Gwatyu Clinic
Hackney Clinic
Haytor Clinic
Hukuwa Clinic
Ilinge Clinic
Kamastone Clinic
KB Siswana Clinic
Lahlangubo Clinic (Queenstown)

Lesseyton Clinic
Lizo Ngcana Clinic
Machibini Clinic (Queenstown)
Masakhe Clinic
Molteno Clinic
Nceduluntu Clinic
New Rest Clinic
Nomonde Clinic
Nomzamo Clinic
Oxton Clinic
Parkvale Clinic
Philani Clinic (Queenstown)
Pricesdale Clinic
Shiloh Clinic
Sterkstroom Clinic
Tsitsikamma Clinic
Whittlesea Clinic
Yonda Clinic
Zingquthu Clinic
Zweledinga Clinic

Emalahleni SD

Bengu Clinic
Boomplaas Clinic
Dordrecht Clinic
Guba Clinic
Hlala Uphilile Clinic
Lanti Clinic
All Saints Gateway Clinic
Maqashu Clinic
Mhlanga Clinic
Mkapusi Clinic
Mount Arthur Clinic
Ndonga Clinic
Nompumelelo Clinic
Philani Gateway Clinic
Qoqodala Clinic
Queen Nonesi Clinic
Rodana Clinic
Rwantsana Clinic
Swartwater Clinic
Tsembeyi Clinic
Vaalbank Clinic
Xonxa Clinic

Intsika Yethu SD

Banzi Clinic
Bilatye Clinic
Bele Clinic
Bengu Clinic
Bolotwa Clinic (Confimvaba)
Cwecweni Clinic

			Gqogqora Clinic
			Isikhoba Clinic
			Keti Clinic
			Khuze Clinic
			Kuyasa Clinic
			Lower Mncuncuzo Clinic
			Lower Seplan Clinic
			Lubisi Clinic
			Luthuli Clinic
			Magwala Clinic
			Mahlubini Clinic
			Mawusheni Clinic
			Mbulukweza Clinic
			Mcambalala Clinic
			Mtingwevu Clinic
			Ncora Clinic
			Ngceza Clinic
			Ngxabangu Clinic
			Nququ Clinic
			Ntshingeni Clinic
			Nthsitho Clinic
			Plumstead Clinic
			Qamata Clinic
			Qitsi Clinic
			Qombolo Clinic
			Qumanco J Tribal Clinic
			Qwiliqwili Clinic
			Sabalele Clinic
			St Mark's Clinic
			Tsakana Clinic
			Tsomo Village Clinic
			Upper Mncuncuzo Clinic
		Inxuba Yethemba SD	Bacclesfarm Clinic
			Baroda Clinic
			Eluxolweni Clinic
			Fishriver Clinic
			High Street Clinic
			Hofmeyr Clinic
			Kleinbulhoek Clinic
			Kwanonzame New Clinic
			Kwanonzame Old Clinic
			Lingelihle Clinic
			Michausdal Clinic
			Middelburg Clinic
			Midros Clinic
			Mitford Clinic
			Philani Clinic (Cradock)
			Rocklands Clinic
			Springgrove Clinic
			Tarkastad Clinic
			Thornhill CHC

Sarah Baartman		Tentergate Clinic
		Zola Clinic
	Camdeboo SD	
		Aeroville Clinic
		Baviaans Clinic
		Beatrice Ngwentle Clinic
		Bhongweni Clinic
		Brug Straat Clinic (Jansenville)
		Graaff-Reinet Day Hospital
		Gracey Clinic
		Horseshoe Clinic
		Kroonvale Clinic
		Kwazamukucinga Clinic
		Masakhane Clinic (Aberdeen)
		Nieu-Bethesda Clinic
		Rietbron Clinic
		Umasizakhe Clinic
		Union Street Clinic
		Vera Barford Clinic
		Willowmore Clinic
		Wongalethu Clinic
		Clarkson Satellite Clinic
		Humansdorp Clinic
		Imizamo Yetho Clinic
		Kareedouw Clinic
		Kirkwood Clinic
		Krakeel Clinic
		Kruisfontein Clinic
		Kwazenzele Clinic
		Loerie Clinic
		Louterwater Clinic
		Lukhanyiso Clinic
		Masakhane Clinic (Hankey)
		Misgund Clinic
		Moses Mabida Clinic
		Pellsrus Clinic
		Sanddrif Clinic
		St Francis Bay Clinic
		Thornhill Clinic
		Twee Riviere Clinic
	Kouga SD	
		Bergsig Clinic
		Clarkson Satellite Clinic
		Humansdorp Clinic
		Imizamo Yetho Clinic
		Kareedouw Clinic
		Kirkwood Clinic
		Krakeel Clinic
		Kruisfontein Clinic
		Kwazenzele Clinic

			Loerie Clinic Louterwater Clinic Lukhanyiso Clinic Masakhane Clinic (Hankey) Misgund Clinic Moses Mabida Clinic Pellsrus Clinic Sanddrif Clinic St Francis Bay Clinic Thornhill Clinic Twee Riviere Clinic
		Makana SD	Alexandria Clinic Anglo African Street Clinic Joza Clinic Kenton-On-Sea Clinic Kwa-Nonqubela Clinic Kwa-Nonzwakazi Clinic Middle Terrace Clinic Marselle Clinic NG Dlukulu Clinic Nkwenkwezi Clinic Nolukhanyo Clinic Port Alfred Clinic Pal 1 Clinic Pal 2 Clinic Raglan Road Clinic Riebeeck East Clinic Station Hill Clinic Tanty Clinic
	N Mandela MM	N Mandela A SD	Kwamagxaki Clinic Kwazakhele Clinic Lunga Kobese Clinic Max Madlingozi Clinic Motherwell NU 11 Clinic Motherwell NU 2 Clinic Motherwell NU 8 Clinic New Brighton Clinic Soweto Clinic Thanduxolo Clinic Tshangana Clinic Veeplaas Clinic Wells Estate Clinic Zwide Clinic Ikamvelihle Clinic
		N Mandela B SD	Du Preez Street Clinic Edamini Clinic

		Gustav Lamour Clinic
		Isolomzi Clinic
		Kruisrivier Clinic
		Lukhanyo Clinic
		Mabandla Clinic
		Masakhane Clinic (N Mandela Metro)
		Middle Street Clinic
		Nomangesi Jayiya Clinic
		Park Centre Clinic
		Silvertown Clinic
		Joe Slovo Clinic
		Rosedale Clinic
		Ekuphumleni Clinic
N Mandela C SD		Algoa Park Clinic
		Central Clinic (Port Elizabeth)
		Chatty Clinic
		Empilweni Clinic
		Gelvandale Clinic
		Govan Mbeki Clinic
		Harrower Road Clinic
		Helenvale Clinic
		Kwadwesi Clinic
		Linton Grange Clinic
		Missionvale Clinic
		Schauderville Clinic
		Walmer 14th Avenue Clinic
		Walmer 8th Avenue Clinic
Booyesen Park Clinic		
O Tambo DM	King Sabata Dalindyebo SD	Civic Centre Clinic (Mthatha)
		Efata Clinic
		Hlabatshane Clinic
		Jalamba Clinic
		Kambi Clinic
		Lutubeni Clinic
		Mahlungulu Clinic (KSD)
		Mapuzi Clinic
		Maxwele Clinic
		Mpeko Clinic
		Mpindweni Clinic
		Mpunzana Clinic
		Mqhekezweni Clinic
		Mthatha Gateway Clinic
		Ncambele Clinic
		Ndibela Clinic
		Ngcengane Clinic
		Ngqungqu Clinic
		Ngwenya Clinic
		Nqwathi Clinic
		Ntlangaza Clinic

			Ntshabeni Clinic
			Ntshele Clinic
			Nzulwini Clinic
			Phakamile Clinic
			Qokolweni Clinic
			Qunu Clinic
			Sangoni Clinic
			Sitebe Clinic
			SOS Clinic
			Stanford Terrace Clinic
			Tabase Clinic
			Tshezi Clinic
			Tyelebana Clinic
			Upper Xongora Clinic
			Wilo Clinic
			Xhwili Clinic
			Zidindi Clinic
			Zitatele Clinic
			Zitulele Gateway Clinic
			Zwelichumile Clinic
	Mhlontlo SD		Caba Clinic
			Ezingcuka Clinic
			Gura Clinic
			Kalankomo Clinic
			Langeni Clinic
			Lotana Clinic
			Lower Gungululu Clinic
			Mahlungulu Clinic (Mhlontlo)
			Mbokotwana Clinic
			Mdyobe Clinic
			Mhlahlane Clinic
			Mjika Clinic
			Nessie Knight Clinic
			Ngwemnyama Clinic
			Nqadu Clinic (Qumbu)
			Nxotwe Clinic (Qumbu)
			Qanqu Clinic
			Shawbury Clinic
			Sidwadweni Clinic
			St Lucy's Clinic
			Tina Falls Clinic
			Tsilitwa Clinic
			Tsolo Clinic
	Nyandeni SD		Bambisana PHC Clinic
			Bomvini Clinic
			Buchele Clinic
			Buntingville Clinic
			Caguba Clinic
			Canzibe Gateway Clinic
			Cwele Clinic
			Double Falls Clinic

Isilimela Gateway Clinic
Kohlo Clinic
Libode Clinic
Ludalasi Clinic
Lujizweni Clinic
Lutshaya Clinic
Lwandile Clinic
Majola Clinic
Makhotyana Clinic
Malusi Clinic
Mampondomiseni Clinic
Mangcwanguleni Clinic
Mantusini Clinic
Mbalisweni Clinic
Mevana Clinic
Mgwenyane Clinic
Mtambalala Clinic
Mzintlava Clinic
Ndanya Clinic
Ngcolora Clinic
Ngcoya Clinic
Nkanga Clinic
Nkanunu Clinic
Nkumandeni Clinic
Nolita Clinic
Nontsikelelo Biko Clinic
Nqanda A Clinic
Ntafufu Clinic
Ntapane Clinic
Ntibane Clinic
Nyandeni Clinic
Old Bunting Clinic
Pilani Clinic
Qandu Clinic
St Barnabas Gateway Clinic
Bala Clinic
Bodweni Clinic
Flagstaff Clinic
Goso Forest Clinic
Holy Cross PHC Clinic
Khanyayo (Holy Cross) Clinic
Lusikisiki Village Clinic (Qaukeni)
Magwa Clinic
Malangeni Clinic
Malongwana Clinic
Mangqamzeni Clinic
Mantlaneni Clinic
Matubeni Clinic
Meje Clinic
Mfundambini Clinic
Mfundisweni Clinic

Qaukeni SD

			Mkambathi Clinic
			Mnceba Clinic
			Mpetsheni Clinic
			Mpoza Clinic (Lusikisiki)
			Ndawenzima Clinic
			Ndela Clinic
			Nkozi Clinic
			Ntlenzi Clinic
			Ntshentshe Clinic
			Palmerton Clinic
			Qaqa Clinic
			Qasa Clinic
			Qaukeni Clinic
			Qobo Clinic
			Sigidi Clinic
			Sipetu PHC Clinic
			St Elizabeth's PHC Clinic
			St Patrick's PHC Clinic
			Tsawana Clinic
			Xopozo Clinic
			Xurana Clinic
			Zulu Clinic
	Joe Gqabi DM	Elundini SD	Empilisweni Clinic
			Hlangalane Clinic
			Hlankomo Clinic
			Katkop Clinic
			Lower Tsitsana Clinic
			Maclear Clinic
			Mangoloaneng Clinic
			Mqokolweni Clinic
			Ncembu Clinic
			Ngxaza Clinic
			Queen Noti Clinic
			Seqhobong Clinic
			Sonwabile Clinic
			St Augustine's Clinic
			Taylor Bequest PHC Clinic (Elundini)
			Ugie Clinic
			Ulundi Clinic
			Umnga Flats Clinic
		Walter Sisulu SD	Aliwal North Block H Clinic
			Burgersdorp Clinic
			Eureka Clinic
			Hilton Clinic
			Jamestown Clinic
			Khayamnandi Clinic
			Maletswai Clinic
			Mzamomhle Clinic (Albert)
			Poly Clinic

			Venterstad Clinic
			Senqu SD
			Bensonvale Clinic
			Bluegums Clinic
			Empilisweni Gateway Clinic
			Esilindini Clinic
			Herschel Clinic
			Hillside Clinic (Senqu)
			Hlomendlini Clinic
			Masibulele Clinic
			Musong Clinic
			Ndofela Clinic
			Palmietfontein Clinic
			Pelandaba Clinic
			Robert Mjobo Clinic
			Sonwabo Zandile Clinic
			St Michael's Clinic
			Sunduza Clinic
			Umlamli Gateway Clinic
			Wittebergen Clinic
Community Health Centre	A Nzo DM	Maluti SD	Maluti CHC
			Ntabankulu CHC
			Buffalo City MM
			Buffalo City SD
			Duncan Village CHC
			Empilweni CHC
			Komga CHC
			Amathole DM
			Mnquma SD
			Nqamakwe CHC
			Nkonkobe SD
			Middledrift CHC
			C Hani DM
			Emalahleni SD
			Ngonyama CHC
			Inxuba
			Yethemba SD
			Thornhill CHC
			Enoch Mgijima SD
			Sada CHC
			Sarah Baartman DM
			Kouga SD
			Joubertina CHC
			Makana SD
			Settlers Day Hospital
			N Mandela MM
			N Mandela A SD
			Kwazakhele CHC
			Motherwell CHC
			Motherwell CHC Psychiatric Health services
			N Mandela B SD
			Laetitia Bam CHC
			Rosedale CHC
			N Mandela C SD
			Central CHC (Sandford)
			Korsten CHC
			West End CHC
			King Sabata Dalindyebo SD
			O Tambo DM
			Baziya CHC
			Mbekweni CHC

			Mqanduli CHC
			Ngangelizwe CHC
			Ngcwanguba CHC
		Mhlontlo SD	Mhlakulo CHC
			Qumbu CHC
		Nyandeni SD	Maqanyeni CHC
			Port St Johns CHC
			Tombo CHC