



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF HEALTH

BID NUMBER:	HEDP041/21/22	CLOSING DATE:	12/08/2022	CLOSING TIME:	11:00
DESCRIPTION	COLLECTION, REMOVAL, TRANSPORTATION, STORAGE, TREATMENT AND DISPOSAL OF HEALTH CARE RISK WASTE (HCRW) FOR VARIOUS INSTITUTIONS OF THE LIMPOPO DEPARTMENT OF HEALTH AND TECHNICAL VOCATIONAL EDUCATION AND TRAINING COLLEGES FOR A PERIOD OF 36 MONTHS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

DEPARTMENT OF HEALTH, 18 COLLEGE STREET, POLOKWANE, LIMPOPO PROVINCE

THE BID BOX IS GENERALLY OPEN 24 HOURS, 7 DAYS A WEEK.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Ms Simango T.O / Ms Motene N.M	CONTACT PERSON	Mr. Modiba M.E
TELEPHONE NUMBER	(015) 293 6352 / (015) 293 6350 (071) 861 9937 / (063) 692 9368	TELEPHONE NUMBER	(015) 293 6199
E-MAIL ADDRESS	Tintswalo.simango@dhsd.limpopo.gov.za	E-MAIL ADDRESS	Ezekiel.Modiba@dhsd.limpopo.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE 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 QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS 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.

SBD1

**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 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:

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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:

$$Pa = \left(\frac{V \cdot Pt}{100} + \frac{D1 \cdot R1t}{100} + \frac{D2 \cdot R2t}{100} + \frac{D3 \cdot R3t}{100} + \frac{D4 \cdot R4t}{100} \right) \cdot \frac{R0}{100}$$

Where:

- Pa = The new escalated price to be calculated.
- = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- = 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%.
- = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

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

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

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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=		

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

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 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,

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.

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 PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have an NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US \$10 million; or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US \$3 million awarded to one seller over a 2 year period which in total exceeds US \$10 million; or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US \$10 million.
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in subparagraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

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

Date.....

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 exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable

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	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
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;

7 SUB-CONTRACTING

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

(Tick applicable box)

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

7.4.1 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		NO	
-----	--	----	--

- 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

8.4 Name of company/firm:.....

8.5 VAT registration number:.....

8.6 Company registration number:.....

8.7 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.8 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.9 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.11 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

SWORN AFFIDAFIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

- I hereby declare under oath that:
 - The enterprise is _____% black owned;
 - The enterprise is _____% black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

- The entity is an empowering supplier in terms of **the dti** Codes of Good Practice
- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I the undersigned

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____% black owned;
 - The enterprise is _____% black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
 - The entity is an Empowering Supplier in terms of clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3. € (select one) _____ of the dti Codes of Good Practice.
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%	(b) Job creation-50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(b) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and / or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

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

Deponent Signature: _____

Date: _____

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
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General Conditions of Contract

1. Definitions	<p>The following terms shall be interpreted as indicated:</p> <ol style="list-style-type: none"> 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 subsidised 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 recognised 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
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	<p>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.</p> <p>1.14 “GCC” means the General Conditions of Contract.</p> <p>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.</p> <p>1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>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.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and	<p>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</p>

<p>information; inspection.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>6. Patent rights</p>	<p>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.</p>
<p>7. Performance Security</p>	<p>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.</p> <p>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.</p> <p>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:</p> <p>(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</p> <p>(b) a cashier's or certified cheque</p> <p>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.</p>
<p>8. Inspections, tests and analyses</p>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>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.</p> <p>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.</p>

	<p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>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.</p>
9. Packing	<p>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.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental Services	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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. <p>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.</p>

14. Spare parts	<p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract Amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>

20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these 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.
	<p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p>
	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.
	<p>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.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
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	<p>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:</p> <ul style="list-style-type: none"> (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. <p>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,</p>

	<p>works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or party exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ol style="list-style-type: none"> i. The name and address of the supplier and / or person restricted by the purchaser; ii. The date of commencement of the restriction; iii. The period of restriction; and iv. The reasons for the restriction. <p>These details will be loaded in the National treasury's central database of suppliers or person prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person on an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury's web-site.</p>
<p>24. Anti-dumping and countervailing duties and rights</p>	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
<p>25. Force Majeure</p>	<p>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.</p>

	25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>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.</p>
28. Limitation of Liability	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p> <p>(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</p>
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	<p>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.</p> <p>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.</p>
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.

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

General Conditions of Contract



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH

TERMS OF REFERENCE

HEDP 041/21/22: COLLECTION, REMOVAL, TRANSPORTATION, STORAGE, TREATMENT AND DISPOSAL OF HEALTH CARE RISK WASTE (HCRW) FOR VARIOUS INSTITUTIONS OF THE LIMPOPO DEPARTMENT OF HEALTH AND TECHNICAL VOCATIONAL EDUCATION AND TRAINING COLLEGES FOR A PERIOD OF 36 MONTHS

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1.	DEFINITIONS	

“Acceptable Bid”	means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
“Administrative Requirements”	This are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage.
“Bid”	means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
“Bidder Agent”	means any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Health or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department.
“Bidders”	means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural,

	which has been invited by the Department of Health to submit a bid in response to this bid invitation.
“Client”	means Government departments, provincial and local administrations that participate in Department of Health procurement processes.
“Comparative Price”	means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.
“Consortium”	means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid.
“Department”	means the Limpopo Department of Health (LDoH)
“Disability”	means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
“Firm Price”	means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
“Goods”	means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Health’s delegate by the successful Bidder in terms of this bid.
“Internal Collaboration”	means collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.
“Joint Ownership”	(also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.
“Joint Venture”	means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses.
“Licences”	means conditional use of another party’s intellectual property rights.
“Management”	“in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
“Non-firm Price(s)”	means all price(s) other than “firm” price(s).
“Organ of State”	means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
“Person(s)”	refers to a natural and/or juristic person(s).

“Prime Bidder”	means any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her.
“Rand Value”	means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.
“SMME”	bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
“Sub-contracting”	means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.
“Successful Bidder”	means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.
“Trust”	means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
“Trustee”	means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. PURPOSE

The Limpopo Department of Health (hereafter referred to as “the Department”) hereby extends an invitation to all Health Care Risk Waste (HCRW) Management companies registered with the Department of Forestry, Fisheries and the Environment, with relevant experience in similar projects, supported by recommendation letters (from service recipients) to submit a detailed specification for provision of a safe, effective and efficient HCRW Management in all Public Hospitals (hospital), Primary Health Care Facilities (PHC), Forensic Pathology Services (FPS), Emergency Medical Services (EMS), Malaria Stations (MLS), Technical Vocational Education & Training (TVET) Colleges and Pharmaceutical Depot (Depot), all hereafter referred to as “Health Care Facilities” and any other generators of HCRW in Limpopo Province that are under the direct control of and/or operated by the Department.

3. BACKGROUND

- 3.1. The National Environmental Management: Waste Act (Act No. 59, 2008) prescribes that every producer of waste must manage that waste from the point of generation to the point of disposal.
- 3.2. The Limpopo Department of Health as one of the generators of HCRW is against this background inviting prospective bidders to submit bids.
- 3.3. The Health Care Facilities are distributed in the five (5) Districts of Limpopo province.

4. STATUTES RELATING TO HCRW MANAGEMENT

There are five underlying principles that inform good HCRW management standards:

- a) The principle of Green Procurement to first avoid accumulation of hazardous waste and second to reduce the production of the quantities of waste
- b) The Duty of Care that places the onus on any organisation that generates the HCW to dispose of the waste safely.
- c) The Polluter Pays principle that requires an organisation causing the pollution to pay the costs incurred
- d) The Precautionary Principle that assumes that waste is hazardous until shown that it is safe
- e) The principle of Segregation at Source HCRW to ensure that all the HCW is treated in accordance with the risk that it poses

4.1. Applicable Legislation

The bidder/s must ensure compliance with the minimum standards set out in the latest versions of the following standards and legislation (plus any other relevant statute that may come into effect during the service period):

- a) South African Constitution (Act 108 of 1996) (specifically Section 24: the health and well-being of all involved and Section 32: Access to information)
- b) National Health Act, 2003 (Act 61 of 2003)
- c) National Environmental Management Act (Act 107 of 1998)
- d) National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004).
- e) National Environmental Management: Waste Management Act, 2008 (Act 59 of 2008)
- f) Hazardous Substances Act, 1973 (Act 15 of 1973)
- g) Pharmacy Act, 1974 (Act 53 of 1974)
- h) Medicines and Related Substances Control Act, 1965 (Act 101 of 1965)
- i) National Water Act, 1998 (Act 36 of 1998)
- j) Occupational Health and Safety Act (Act 85 of 1993), and Regulations
- k) Nuclear Energy Act, 1982 (Act 92 of 1982)
- l) National Road Traffic Act, 1996 (Act 93 of 1996)
- m) National Building Act, 1977 (Act 103 of 1977) and Regulations;
- n) R 375 : Health Care Risk Waste Management in health establishments
- o) R 634 : Waste classification and management regulations
- p) R 635 : National norms and standards for the assessment of waste for landfill disposal
- q) R 636 : National norms and standards for disposal of waste to landfill
- r) R 943 : Norms and standards of Environmental Health in South Africa
- s) SANS 10400: National Building Regulations

4.2. **Also incorporating the following SANS Codes:**

- i) SANS 452: 2008 : Non-reusable and reusable sharps containers
- ii) SANS 10228: 2010 : Identification and Classification of Dangerous Goods
- iii) SANS 10229: 2010 - 1: Packaging of Dangerous Goods for Road and Rail Transportation
- iv) SANS 10229: 2010 - 2: Large Packaging of Dangerous Goods for Road and Rail Transportation
- v) SANS 10230: Transportation of Dangerous Goods: Inspection Requirements for road vehicles
- vi) SANS 10231 "Transportation of dangerous goods - Operational requirements for road vehicles"
- vii) SANS 10232-1 "Transportation of dangerous goods - Emergency information systems, Part 1: Emergency information system for road transportation".
- viii) SANS 10232-3 "Transportation of dangerous goods - Emergency information systems, Part 3: Emergency action codes"
- ix) SANS 10233 "Intermediate bulk containers for dangerous substances".
- x) SANS 10234 – Waste classification and management regulations
- xi) SANS 10234: Globally Harmonized System of classification and labelling of chemicals (GHS)

- xii) SANS 10234-A: List of classification and labelling of chemicals in accordance with the Globally Harmonized System (GHS)
- xiii) SANS 1518: Transport of dangerous goods – design, construction, testing, approval and maintenance of road vehicles and portable tanks
- xiv) Municipal and other authority laws, regulations, ordinances controlling transport of hazardous substances

4.3. Other relevant policies and documents:

- a) National Waste Management Strategy
- b) Gauteng healthcare waste management regulations, 2004

NB. ALL RELEVANT LEGISLATIVE REQUIREMENTS THAT REGULATE HEALTH CARE RISK WASTE MANAGEMENT IN SOUTH AFRICA TO BE COMPLIED WITH AND ADHERED TO.

5. The Department has the following **778** health care facilities distributed in the five **(5)** Districts which are generating HCRW:

Facilities	Number
Public Hospitals	41
Primary Health Care	618
Forensic Pathology	within Hospitals premises
Emergency Medical Services Stations	63
Malaria Stations	37
TVET Colleges	18
Depot	1

- 5.1.1. The Service Provider shall be expected, throughout the Contract Period, to supply all Disposable and Reusable Containers used for HCRW as well as the collection , storage, treatment and disposal of HCRW generated by Health Care Facilities presented on the list of facilities above, or any amended list, which may be necessitated by operational demands.
- 5.1.2. The Department may require additional collections at Health Care Facilities should there be a request or need to do so.
- 5.1.3. The estimated average HCRW generated is 1800 tons per annum for the above listed facilities.

6. SCOPE OF WORK

The scope of this request for bids includes The Collection, Removal, Transportation, Treatment and Disposal of Health Care Risk Waste from all Public Hospitals, Primary Health Care Facilities, Forensic Pathology Services, Emergency Medical Services, Malaria Stations, Technical Vocational Education and Training Colleges and Pharmaceutical Depot in Limpopo Department of Health for a period of 36 months.

6.1. Bid Specifications

The specification shall include, inter alia, the following:

6.1.1. Waste categories:

The service Provider shall be able to collect, transport, store, treat and dispose the following waste categories: Infectious non-anatomical, sharp, Vials and ampules, Pathological/anatomical, Isolation/ Contagious Epidemic Disease (CED), Pharmaceutical, Cytotoxic, Radioactive, Chemical, Fluorescent tubes/globes, Condemned Soiled linen and mattresses

HCRW is considered to be the hazardous component of HCW generated. 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.

6.1.1.1. Infectious non-anatomical waste

Infectious non-anatomical waste (other than Sharps, Pathological, Formidable Epidemic Disease / Isolation Waste and Liquid Waste), which is suspected to contain pathogens, and normally causes or significantly contributes to the cause of increased morbidity or mortality of human beings.

6.1.1.2. Sharps

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

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

6.1.1.3. Pathological/ anatomical waste

Pathological waste includes tissues, organs, body parts, bone, human fetuses, blood and body fluids, but excludes hair, teeth and nails.

6.1.1.4. Isolation / Contagious Epidemic Disease (CED) Waste

Isolation / CED Waste are waste generated from patients with highly contagious illnesses in an epidemic or outbreak. E.g. Ebola, Cholera, SARS CoV-2 (COVID-19)

6.1.1.5. Pharmaceutical waste

Pharmaceutical waste includes liquid or solid obsolete, expired, unused or contaminated medicines, medications and residues of medicines from schedules 0 – 8 that are no longer usable as medication.

6.1.1.6. Cytotoxic waste

A group of medicines that contains chemicals which are toxic to cells, preventing their replication or growth and so are used to treat cancer

6.1.1.7. Genotoxic waste

Waste capable of interacting with living cells and causing genetic damage

6.1.1.8. Radioactive waste

Liquid, solid or gaseous materials that contain, or are contaminated with, radionuclides at concentrations or activities greater than the clearance levels and for which no use is foreseen. With a decay to a surface dose rate below 5µSv/h

6.1.1.9. Chemical waste

Solid, liquid and gaseous products that are to be discarded and that contain dangerous or polluting chemicals (including DDT) that pose a threat to humans, animals or the environment, when improperly disposed of

6.1.1.10. Fluorescent tubes/globes

These are low-pressure mercury-vapour gas-discharge lamps that use fluorescence to produce visible light, that pose a threat to humans, animals or the environment, when improperly managed and disposed of

6.1.1.11. Condemned Soiled linen and mattresses

Linen and mattresses that have been soiled/contaminated with blood, body fluids, secretion or excretions that can no longer be used or pose a threat to humans, animals or the environment .

6.1.2. Containerization

The service provider shall only provide SANS 10248 - 1:2008 approved, colour coded (**as per table 6.1.2.17**) and labelled containers as reflected below,

6.1.2.1. Pathological waste containers

- a. The containers shall be cylindrical in shape up to and including 20 litres
- b. The containers shall be rectangular in shape for the 68 litres

- c. Acceptor bags shall be red in colour with provision of the labelling of patient's details and must be provided for the individual wrapping of placentas (300mmX300mm).

6.1.2.2. Envelop Amputation bags

- a. All pathological waste which cannot be placed in containers shall be placed in a leak proof, high density, and polyethylene material of not less than 120µm thickness; however, this shall not replace the different sizes of approved containers.
- b. Shall be self-sealing
- c. Shall be supplied in volumes to accommodate all amputations
- d. Shall be non-transparent
- e. Shall be supplied in the following size ±500mm X 1200mm

6.1.2.3. Infectious non-anatomical waste containers

- a. The containers shall be elliptical in shape
- b. The container shall be re-useable
- c. The container shall be fitted with a foot pedal mechanism to allow the operator to open and close the container
- d. Constructed in such a way to allow lining with a suitable red plastic bag

6.1.2.4. Sharps containers

- a. The containers shall be rectangular in shape
- b. Must be manufactured of polyolefin plastic
- c. Shall be designed to allow for the disposal of needle and syringe as one unit

6.1.2.5. Monocans containers

- a. The containers shall be cylindrical in shape
- b. Long enough to accommodate trocars and amnihooks
- c. Must be manufactured of polyolefin plastic

6.1.2.6. Vials and Ampules containers

- a. The containers shall be cylindrical in shape
- b. Must be manufactured of polyolefin plastic

6.1.2.7. Pharmaceutical Waste Containers

- a. The containers shall be cylindrical in shape
- b. Must be manufactured of polyolefin plastic

6.1.2.8. Cytotoxic Waste Containers

- a. The containers shall be cylindrical in shape
- b. Must be manufactured of polyolefin plastic

6.1.2.9. Chemical Waste Containers

- a. The container shall be cylindrical in shape
- b. Must be manufactured of polyolefin plastic

6.1.2.10. Wording/symbols/labels/markings on all containers shall be embossed and include:

- a. International bio hazard logo/symbol/label
- b. Relevant waste category symbol and UN number
- c. Relevant colour code as per waste category as per paragraph 6
- d. Appropriate symbols and information as per legislative requirements as per paragraph 4
- e. "LIMPOPO HEALTH" at least 30mm in height on at least two opposite sides
- f. "NAME OF HEALTH CARE FACILITY" at least 10mm in height on at least one side
- g. "NAME OF THE SERVICE PROVIDER" at least 15mm in height on at least one side
- h. "DATE OF USE" at least 10mm in height on at least one side
- i. "DATE SEALED" at least 10mm in height on at least one side
- j. Maximum Fill Line (black line) at the $\frac{3}{4}$ level on the outside of the container.

6.1.2.11. Container requirements:

- a. Container wall to withstand a force ≥ 20 N (Newtons)
- b. Container wall shall be a minimum of 2000 μ m
- c. Shall be of single use only
- d. Shall be rigid and puncture proof
- e. Shall be leak proof
- f. Must be designed in a way that once closed, the container is prevented from re-opening (tamper proof lid)

6.1.2.12. Other requirements on all containers include:

- a. Barcoded
Must be Easy to track – from dispatch, collection and disposal (GPRS infrastructure)
- b. Container to be colour coded accordingly and utilized for intended waste category
- c. The container should be able to pass the United Nation (UN) drop test of 1m, thus will not spill its contents if dropped when sealed

6.1.2.13. Internal HCRW collection trolleys

- a. The Service Provider shall provide trollies for facilities to transport HCRW from the point of generation to the intermediate storage including the central storage area or freezer unit
- b. The trolley shall be constructed in such a way to accommodate the different types of waste containers
- c. The trolley shall be equipped with a spill tray, enough to ensure that the liquid waste (if any) will not spill from the trolley, in the event of a spillage
- d. The trolley shall be four wheeled and easy to turn and manoeuvre
- e. The trolley shall have rounded corners with rubber protectors

6.1.2.14. Wheelie bins

- a. The container shall be rectangular in shape with rounded corners
- b. Container wall shall be a minimum of 3500µm
- c. The container shall be re-useable
- d. The container to be of a material as specified in the South African National Standards
- e. The container shall be fitted with a durable wheel mechanism
- f. Constructed in such a way to allow lining with a suitable red plastic bag

Wording/symbols/labels on wheelie bin shall be embossed and include:

- International bio hazard logo/symbol/label
- Relevant waste category symbol and UN number
- Appropriate symbol and information as per legislative requirements as per paragraph 4
- “LIMPOPO HEALTH” at least 30mm in height on at least one side
- “NAME OF THE SERVICE PROVIDER” at least 15mm in height on at least one side

6.1.2.15. Liners and Acceptor bags

- a. Shall be for single use
- b. Shall be leak proof
- c. Shall be able to contain contents under normal operational procedures
- d. Shall have a thickness of at least 80µm
- e. All seams for liners of a thickness of more than 40 µm shall be double welded;
- f. Shall be red in colour for Pathological and infectious non-anatomical waste as well as for condemned and soiled mattresses and linen
- g. Shall be white in colour for Radioactive waste (not more than 0,0005mSv/h)

6.1.2.16. Sealing tape

- a. Shall be single use
- b. Shall be Self-adhesive
- c. Shall be clearly marked with International Bio-Hazardous logo and the words "DANGER HCRW"
- d. Shall be tamper proof after sealing has been done

6.1.2.17. HRCW container specifications

Waste Category	Container Shape	Container Size (litres)	Material	Colour Coding
Pathological (Anatomical)	Cylindrical	0,25	Polyethylene	Red
		2		
		5		
		10		
		20		
	Rectangular	68		
	Acceptor Bag	±1	Plastic	Red
Infectious non-anatomical	Elliptical	10	Polyethylene	Red
		20		
		40		
	Rectangular	240		
Sharps	Rectangular	1,5	Polyethylene	Yellow
		2,5		
		5		
		10		
		20		
Monocans	Cylindrical	±12,5	Polyethylene	
Vials & Ampules	Cylindrical	2,5	Polyethylene	Yellow
		5		

		10		Yellow
		20		
Pharmaceutical	Cylindrical	10	Polyethylene	Dark Green
		20		
Cytotoxic	Cylindrical	10	Polyethylene	Dark Green
		20		
Radioactive	Rectangular	20	Polyethylene	White
Chemical	Cylindrical	20		White
Fluorescent tubes	Cylindrical	210	steel	Red
*CED Waste	Rectangular	50	Cardboard	White
	Rectangular	140		

***NB. Cardboard boxes shall only be used for Isolation / Contagious Epidemic Disease Waste (CED) E.g Ebola, Cholera, SARS CoV2 (COVID-19) or any epidemic or outbreak as declared by the South African Government (Department of Health)**

6.2. Storage

6.2.1. Central Storage at Health Facility

- Service Provider to collect HCRW from Storage Areas as identified by Health Facility.
- The Health care facility may have one or more central storages.
- Service Provider to provide a spillage kit at all central storages and replenish items used.
- HCRW to be collected at the Central Storage Area (with the exception of anatomical waste which may be stored elsewhere in the Health care facility)
- Service Provider to provide signage and identification of Central Storage Area as per legislative requirements.

6.2.2. Freezer Storage

- The Service Provider shall provide all health care facilities with freezer unit (at a temperature of -2°C) to accommodate the pathological/anatomical waste at the health care facility
- Service Provider to collect all anatomical waste from the freezer unit placed at an area identified by the Health Facility
- Service Provider to provide signage and identification of Freezer unit and storage Area
- Service Provider to provide every freezer unit with a functional locking mechanism and 3-keys at Health Facilities
- The freezer units including the redundant ones shall remain the property of the Department

6.2.3. Transfer station

- a. HCRW shall be stored at a licensed transfer station where after it will be transported and treated at licensed treatment plant/s that shall have been provided in the bid and agreed upon in the contract.
- b. The locality of the transfer station shall be specified in the Bid.
- c. The transfer station utilized shall have a freezer unit (at a temperature of -2°C) to accommodate the collected Pathological waste for a period of not more than 90 days and cooling facilities for Infectious waste in case the waste cannot be treated within 72 hours before treatment.
- d. The transfer station shall have a cooling facility (at a temperature of $+5^{\circ}\text{C}$)
- e. Pathological waste shall be kept for a maximum of 24 hours in a cooling facility or for a maximum of 90 days in a freezer facility at -2°C
- f. Infectious non-pathological waste shall be kept for a maximum of 72 hours in a cooling facility or for a maximum of 90 days in a freezer facility at -2°C
- g. Sharps, pharmaceutical and chemical waste shall be kept for a maximum of 90 days in a cooling facility

6.2.4. Storage at treatment facility

- a. HCRW shall be stored at a licensed treatment facility where after it will be treated within the plant
- b. The treatment facility utilized shall have a freezer unit (at a temperature of -2°C) to accommodate the collected Pathological waste for a period of not more than 90 days (from the point of generation to disposal) and cooling facilities for Infectious waste in case the waste cannot be treated within 72 hours before treatment.
- c. The treatment facility shall have a cooling facility (at a temperature of $+5^{\circ}\text{C}$)
- d. Pathological waste shall be kept for a maximum of 24 hours in a cooling facility or for a maximum of 90 days (from the point of generation to disposal) in a freezer facility at -2°C
- e. Infectious non-pathological waste shall be kept for a maximum of 72 hours in a cooling facility or for a maximum of 90 days (from the point of generation to disposal) in a freezer facility at -2°C
- f. Sharps, pharmaceutical and chemical waste shall be kept for a maximum of 90 days (from the point of generation to disposal) in a cooling facility

6.2.5. Weighing of the HCRW

- a. The Service Provider shall provide a suitable scale for weighing of HCRW at the time of collection from each Facility.

- b. The scale shall be capable of weighing at least one Container at a time. The scale shall be approved for commercial use, and shall be calibrated by an independent and accredited party annually.
- c. The Contractor will be responsible for the maintenance and calibration of all mobile scales. Should the condition of any of the scales not be suitable for further use, the Service Provider shall be required to replace such scales.
- d. All mobile scales which are equipped with rechargeable power supplies shall also have appropriate backup to ensure uninterrupted use.

6.2.6. Calibration of Scales

- a. Authenticated copies of all calibration certificates shall be submitted with the tender application and thereafter to the Provincial Office on an annual basis.
- b. The SANS certified calibration weight will be available on HCRW Vehicles to determine the accuracy of static scales supplied before any mass recordings are done, or alternatively to determine the accuracy of mobile scales once set up.
- c. The departmental Project Manager or Appointed Representative shall have the right to verify calibration of the scales.
- d. If this verification indicates an error of more than that allowed by the independent and accredited calibration authority, the Department shall be entitled to demand calibration of the scale by an independent and accredited party as required by the Necessary Consents and Statutory Requirements.
- e. The Service Provider shall in the interim supply an acceptable replacement unit.

6.2.7. Collection

- a. The Health Care Facility is responsible for the internal collection and the containerisation of HCRW, from the generation points, to the Central Storage/s-Area
- b. The Service Provider shall collect HCRW from the Health Care Facility central storage area and freezer unit in accordance with the Collection schedule signed by both parties.

- c. Collection of HCRW from Health Care Facilities shall be done between 07:30 and 16:00 on scheduled days Mondays to Fridays, excluding Public Holidays.
- d. HCRW collection outside the scheduled days and/or hours shall only be permitted in unforeseen circumstances and communicated and agreed upon with the affected Health Care Facility.
- e. The Provincial Office shall be notified by the Service Provider of such a request
- f. The Service Provider in the presence of a Health Facility representative (preferably the Waste Management Officer/ Environmental Health Practitioner) shall weigh the HCRW prior to loading it onto the vehicle.
- g. A designated/appointed official (preferably the Waste Management Officer/ Environmental Health Practitioner) of the Health Facility shall sign off the collected categories of HCRW to be collected by the Service Provider
- h. The Service Provider shall ensure that no HCRW is left unattended between the time when it is removed from the Health Facility and the time when it is delivered to the Transfer Station and Treatment Plant.
- i. The Service Provider shall develop a detailed schedule and route plan to indicate collection and transportation of HCRW from every Health Facility to the transfer station if used, treatment plant and disposal site.
- j. The above collection schedule shall be agreed upon with the Department
- k. The route plan shall include but not limited to the following:
 - I. Route plan and collection times
 - II. Number of health facilities to be serviced on the route
- l. All HCRW stored at any particular Health Facility is to be cleared on the day of collection
- m. It will be expected for HCRW Vehicle drivers to be in direct communication with the Department and Health Facilities or alternatively through its head office in case of breakdowns or emergency situations.
- n. Communication systems will be required on all HCRW Vehicles and shall be cellular phones, two-way radios or similar effective means.

- o. Where any difficulties in terms of access to the HCRW Central Storage Area may have been identified, such problems are to be reported without delay to the Provincial Office in writing.
- p. Based on such a report, the Provincial Office to collaborate with the Health Facility that may, where possible and in consultation with the Service Provider:
 - I. identify an alternative HCRW Central Storage Area, or
 - II. make the necessary interventions that will ensure reasonable unobstructed access enabling the collection of HCRW.
- q. Once a Facility has notified the Service Provider of the existence of CED / Isolation HCRW or Chemical Waste at that Health Facility, the Service Provider shall arrange for the Collection of such Waste in consultation with the appointed facility representative.
- r. CED / Isolation HCRW or Chemical Waste is to be removed within 12 hours or as directed by the department of the Service Provider having been notified by the Health Facility and the waste must be accompanied at all times and arrangements must be made by the Service Provider for the immediate treatment and disposal thereof.
- s. All staff exposed to CED / Isolation HCRW or Chemical Waste shall be equipped with appropriate Personal Protective Equipment.
- t. HCRW shall be collected by trained and experienced staff from the point of collection (Health Facility) to the Transfer Station, Treatment plants and Disposal sites.
- u. The Service Provider shall be responsible for spillages that occur whilst removing any HCRW at the Central Storage Area and freezer unit and disinfect the affected area.

6.2.8. Recording

- a. The ordering of equipment shall be done in duplicate if not done electronically.
- b. A user friendly software programme for the ordering of equipment to be provided to the Departmental Project Manager and Health Facilities for the ordering of equipment and material should the electronic route be chosen.
- c. HCRW management from health facilities to the final disposal site shall include the disposal of residues on a licenced landfill site.
- d. The service provider shall submit certificate of treatment (Manifest signed by the Treatment Facility) by the 7th of every subsequent month assuring the Department that waste has been disposed in accordance with the legislation.
- e. Record keeping of HCRW from central storage areas in the health facilities until disposal by landfill.
- f. Tracking system available, functional using current technology (including software and equipment/material, installed, with online portal which can be accessed by the Department and institutions.
- g. Tracking system will include vehicles and containerization of HCRW that will be collected, transported, treated and disposed of by the Service Provider
- h. Waste Information System (National Waste Management Strategy) implementation, recordkeeping and feedback on a monthly basis.
- i. Monitoring system (conduct audits for compliance) on an annual basis (internal and external).

6.2.9. Transportation vehicles

- a. The Service Provider shall proof ownership or letter of intend to lease or adequate capacity to provide an appropriate fleet of vehicles to transport HCRW.
- b. Vehicles shall have current roadworthy certificates.
- c. Separate vehicles shall be used for the distribution of clean. containers/equipment and the collection of HCRW from health care facilities

- d. In case one vehicle is to be used for the transportation of clean containers and equipment and HCRW simultaneously, it shall have separate compartments
- e. Vehicles designated to transport HCRW shall not be utilized to transport other goods
- f. Vehicles shall be cleaned and disinfected after every collection from health facilities or delivery to treatment and disposal sites
- g. Proof of vehicle disinfection effectiveness (laboratory sample results) shall be submitted monthly to the Provincial Office
- h. The service provider's information including "COMPANY NAME" and the wording "HEALTH CARE RISK WASTE" shall be displayed on all vehicles sides.
- i. All vehicles shall display hazardous waste signs on the appropriate parts of the body
- j. TRAMCARDS to be displayed on the vehicle as per paragraph 4
- k. UN Number for Infectious waste, contact person and details, including an emergency number displayed as per paragraph 4
- l. The cargo container shall have a thickness of not less than 70mm
- m. The cargo container shall have a rust free, seamless interior panel construction
- n. The cargo container shall have tight fitting leak proof floors and doors
- o. 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.
- p. All vehicles cargo compartments shall be lockable.
- q. Mechanical lifting devices are to be used for the loading and offloading of all HCRW into and out of HCRW Vehicles.
- r. All vehicles shall be insured and fitted with an approved comprehensive tracker system with login details that shall be accessible to the Department for monitoring purposes.
- s. The user friendly software programme and/or electronic equipment e.g. scanner and loading of the programs be communicated between the parties.

Access shall be provided to the Departmental Project Manager for HCRW monitoring purposes

- t. All vehicles shall maintain a data link with the service provider and the Department at all times
- u. All vehicles shall be fitted with a functional weighing equipment (scales) annually calibrated by an accredited institution and periodically verified by the Service Provider.
- v. All vehicles to be equipped with a functional cooling unit that shall maintain a temperature not exceeding 5°C at all times when HCRW is transported from Health Facilities to Transfer Station or Treatment Facilities.
- w. All vehicles shall be fitted and equipped with a major spillage kit and a vehicles shall have functional/serviced and up to date fire extinguisher.
- x. The driver of the vehicle shall have the appropriate license and PrDP (Public Drivers Permit for Goods) to transport HCRW
- y. The vehicle shall be registered to transport 'DANGEROUS GOODS'
- z. Vehicle of appropriate size to be used to collect HCRW from Health Facilities to ensure that all HCRW is collected by the vehicle as scheduled.

6.2.10. Maintenance

- a. The Service Provider shall maintain/repair all freezer units that are at health facilities
- b. The Service Provider shall replace all irreparable freezer after consultation with the Department.
- c. The Service Provider shall replace all defective waste containers immediately or as soon as reasonably possible, without impacting negatively on service delivery or risk of injury to the staff

6.2.11. Requirements for HCRW Treatment

- a. Service Provider is required to show capacity to acquire (either for ownership or rental) in writing a legally acceptable and licensed treatment technology that shall:
 - I. Render waste non-infectious
 - II. Render material unrecognizable
 - III. Be environmentally friendly

- b. In cases of rental, the copy/s of signed letter of intent/ service level agreement shall be provided to the department.
- c. Service Provider to indicate the treatment technologies to be utilized to treat all types, categories and volumes of HCRW
- d. HCRW collected to be treated within the specific time frames in accordance with relevant legislation
- e. The Service Provider shall during a Planned or Unplanned Outage of the Treatment Facility utilized, secure the use of cold storage facilities suitable for the storage of HCRW until the Planned or Unplanned Outage is over, or alternatively secure standby Treatment capacity at another Treatment Plant. Should an alternative treatment plant be secured, the treatment of the HCRW must be timely and in accordance with this Specification, relevant legislation and the Necessary Consents.

6.2.12. Clean, decontaminate and inspect reusable containers and vehicles

- a. The cleaning and decontamination of the Reusable Containers must be done in accordance with the requirements of Schedule 2 of the Gauteng HCWM Regulations, 2004.
- b. Plan and schedule of Cleaning, decontamination and inspection of reusable HCRW containers and HCRW vehicles shall be provided and implemented within 6 months from the date the contract is signed.
- c. The Service Provider must submit with the bid application a plan on how the cleaning and decontamination process will be done on all Reusable HCRW Containers and HCRW Vehicles.
- d. The details must include but are not limited to the following:
 - i. Details on the cleaning process (mechanical or automated), the cleaning agents used, the drying process and how the decontaminated containers are stored
 - ii. How and when regular inspections will be conducted and how the monthly swab tests will be performed
 - iii. How the selection of a representative sample is taken, the frequency and methodology for the surface swab test conducted?

NOTE:

- The number of swab samples taken shall be 1% compared to the number of Reusable Containers being decontaminated per month at the decontaminating Facility and shall be determined by a competent person;
- The number of swab samples taken shall be 1% compared to the number of HCRW Vehicles being used for the collection of HCRW

- 6.3. The service provider shall equip health care facilities, where there is a need, with a freezer unit to store pathological waste. The service provider shall be expected to provide maintenance for the existing and newly supplied freezers as and when the need arises. The supplied freezers shall be the property of the department.
- 6.4. Dispose of all residues or final product from the Treatment facilities at an approved, permitted (H:H) (class B) landfill site
- 6.5. Collection and transportation of HCRW to a licensed storage facility where after it will be transported and treated at licensed treatment plant/s that shall have been provided in the bid and agreed upon in the contract.
- 6.6. The service provider shall provide a Toxicity Characteristic Leaching Procedure (TCLP) test on a monthly basis, when Health Care Risk Waste/residue or final product is disposed of at a GLB+ Landfill site (General Waste Large Landfill Site with Significant leachate produced).

7. ROLES AND RESPONSIBILITIES

7.1. The Role and Responsibilities of the Service Provider

- 7.1.1. During the collection process the service provider must ensure that designated / appointed official of the Health Care Facility witnesses and sign off the collection of HCRW by the service provider from every facility.
- 7.1.2. HCRW manifest shall be in at least three-fold whenever HCRW is collected at Health Facilities, with every copy fully completed, legibly and signed by the Health Facility Representative and the Service Provider. One copy of the HCRW manifest is to be retained by the Health Facility.
- 7.1.3. A user friendly software programme for the collection of HCRW to be provided to the Departmental Project Manager and Health Facilities, in case the electronic recording of HCRW collected is done.
- 7.1.4. The Service Provider has the responsibility to ensure that the HCRW manifest is completed in full and signed, before submitting the manifest to the Department.
- 7.1.5. Should the manifests be submitted to the Provincial Office incomplete and not signed by all relevant parties, the manifest shall be regarded as non-compliant and not considered for payment.
- 7.1.6. Payment will be calculated on the fully completed manifests as received from the Service Provider as per paragraph (e) above.
- 7.1.7. Monthly payment will only be made based on the submitted report and manifests.
- 7.1.8. Security management compliance at all health facilities from the point of entry until point of exit (Institutions/Central Storage Area/Treatment Plant, Disposal Site).

- 7.1.9. When a storage facility is utilized, it shall be cleaned, disinfected and maintained in such a way that it does not pose health hazards, concerns or risks to the employees of the facility or the environment.
- 7.1.10. Where the service provider has own licensed treatment facility in Limpopo Province HCRW may be collected and transported directly to that facility for treatment
- 7.1.11. The Service Provider shall identify back up licensed treatment facilities capable of treating all categories of HCRW.
- 7.1.12. The Service Provider shall provide the department with a signed service level agreement between themselves and the treatment plants and disposal landfill sites including the back-up facilities that will be used during the contract period
- 7.1.13. The Service Provider shall submit certificate of disposal/destruction by the 7th of every subsequent month assuring the Department that waste has been disposed in accordance with the legislation.

8. Maintenance

- The Service Provider shall maintain/repair all refrigeration facilities that are at health care facilities
- The Service Provider shall replace all irreparable refrigeration facilities that are at health care facilities
- The Service Provider shall replenish all spillage kit items at health care facilities' central storage area
- The Service Provider shall replace all defective waste containers

9. Requirements for HCRW Treatment

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- 9.1. Service Provider is required to show capacity to acquire (either for ownership or rental) in writing a legally acceptable and licensed treatment technology that shall:

- IV. Render waste non-infectious
- V. Render material unrecognizable
- VI. Be environmentally friendly

In cases of rental, the copy/s of signed service level agreement shall be provided to the department.

- 9.2. Service Provider to indicate the treatment technologies to be utilized to treat all types, categories and volumes of HCRW

- 9.3. HCRW collected to be treated within the specific time frames in accordance with relevant legislation
- 9.4. The Service Provider shall during a Planned or Unplanned Outage of the Treatment Facility utilized, secure the use of cold storage facilities suitable for the storage of HCRW until the Planned or Unplanned Outage is over, or alternatively secure standby Treatment capacity at another Treatment Plant. Should an alternative treatment plant be secured, the treatment of the HCRW must be timely and in accordance with this Specification, relevant legislation and the Necessary Consents.

10. Disposal

- 10.1. All residues/ end or final products from the treatment facilities shall be disposed of at a licensed H:H landfill site
- 10.2. Should the residues/ end or final products be declassified and disposed of at an H:h or GLB+ landfill site, a Toxicity Characteristic Leaching Procedure (TCLP) test results shall be submitted monthly to the Department

11. Training

- 11.1. The estimate number of health personnel to be trained is 12500. Training of health personnel should address and ensure compliance to the following:
 - 1) National Waste Management Strategy
 - 2) Waste management processes
 - 3) Supervision on waste management
 - 4) Adverse effects of waste on the environment and public health
 - 5) Minor and major waste generators
 - 6) Infection control measures
 - 7) Occupational health & safety
 - 8) Development of waste management system within a health care facility
 - 9) Hazard identification risk assessment
 - 10) HCRW management steps
 - 11) Use and handling of different containers, transportation and storage
 - 12) Collection and analysis of data such as waste quantities
 - 13) Waste management principles
 - 14) The importance of wearing Personal Protective Equipment/ Clothing

- 15) Good hygiene practices – all facets including storage areas, vehicles and trolleys
- 16) Compliance with relevant legislation

11.2. **Training requirements:**

The following shall be provided with the bid –

- 1) HWSETA and CPD accredited training must be provided
- 2) Information relating to the trainers, their qualifications and experience
- 3) Training manuals that shall be used for training
- 4) The Intermediate training programme and manual that shall be used for training
- 5) An Intermediate training programme to be rolled out in the 2nd year of the contract
- 6) The advanced training programme and manual that shall be used for training
- 7) An advanced training programme to be rolled out in the 3rd year of the Contract, Information, Education and Communication (IEC) material shall be provided to health care facilities (Sample of all training materials to be used by the Service Provider) specimen
- 8) Certificates of attendance to be issued within a month after the training session to all employees.
- 9) All original training attendance registers shall be submitted to the Department as part of the report as per paragraph 19 of this document

11.2.1. **Training content**

The Training Programme shall address existing gaps identified in knowledge, skills and attitude. Collectively these will contribute to the behaviour required for sustainable HCW management. The following priority areas are therefore to be addressed by the Training Programme:

11.2.2. **Knowledge gaps**

- The management aspects of the Contract such as inspections, reporting, Service Failures, etc.;
- Ordering of containers;
- The role of Health Care Facility personnel;

- The different categories of HCRW;
- Correct segregation of HCRW;
- The types of containers and liners for the collection and storage of HCRW;
- The hazards associated with HCRW;
- Offsite treatment / disposal of HCRW;
- The correct use of personal protective equipment;
- The importance of reporting on internal performance monitoring and external auditing.
- Aspects relating to the registration of facilities in terms of the Waste Information Regulations.

11.2.3. **Attitude Change**

Attitude change must be promoted as part of Training Programme. Important aspects to promote positive attitude shall include, but not be limited to:

- The different roles of the cadres of personnel involved in Health Care Facilities;

11.2.4. **Skills training**

Demonstration is an important component of introducing a new HCRW Management system. There are new and ongoing skills required such as:

- Use of new equipment;
- Capping, closing and sealing of disposable containers;
- Lifting techniques;
- Cleaning up of spills;
- Hand washing techniques.

11.2.5. **Training materials**

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

English and the locally spoken language shall be the languages used for all training materials as well as for the presentation of training sessions.

11.2.6. **Awareness activities and other support materials**

The Service Provider shall include awareness activities and practical sessions as part of the Training Programme. Awareness activities shall be used to highlight the importance of HCRW Management, to reinforce key messages.

11.2.7. **Monitoring**

Departmental project manager or his/her representative shall be present at all training sessions

11.2.8. **Evaluation**

The Department reserves the right to evaluate the effectiveness of training. The Service Provider shall cooperate with any evaluator, external or internal, that the Department may appoint to undertake the required evaluation. The Service Provider shall make any training programmes and training materials available, as may be required by the evaluator. The Service Provider shall further allow for the evaluator or any other persons nominated by the Department, to participate in the training sessions.

12. Mobilisation and Rollout

12.1. Mobilisation

Following the award of the Contract, the Service Provider shall, within 10 working days from Contract date mobilise its personnel, as well as acquire the necessary equipment and supplies. The Mobilisation Period shall further be used by the Service Provider to establish communication lines with each of the Health Care Facilities as well as with the District Offices and the Provincial Office.

12.1.1. Handover

The new Service Provider is to make best use of the available stock of containers supplied by the previous contactor for segregation, removal and treatment of HCRW.

The new Service Provider to conduct an audit of all containers/equipment supplied by the previous service provider that are still available at Health Care Facilities. After the audit shall have been concluded, the new contractor shall redistribute equipment from health care facilities that overstocked to those in need of such.

The new Service Provider shall collect all equipment provided by the previous service provider from Health Care Facilities within a period not exceeding six (6) calendar months from the date of the new contract commencement.

13. Communications

The Service Provider will be required to regularly communicate and provide feedback to the Department through meetings and by providing various reports and other information as requested.

The Service Provider shall draw up templates for all of the required reports which must be agreed to by the Departmental Representative.

14. HCRW Management Inspections

The Department shall conduct inspections and visits to the plants, transfer station/s and sites, or vehicles or any equipment on quarterly basis at any reasonable hour of the day without prior notice.

The Service Provider shall also arrange, when requested to do so by the Departmental Project Manager, with any subcontractor and/ or back up facility that they may use to transport, treat or dispose HCRW for an audit of their facilities

15. Contingency Plan

- 15.1. The Service Provider is required as part of the backup arrangements to nominate the backup Treatment Plant(s) to be used for the destruction of the HCRW for the duration of the Contract. Should the nominated Treatment Plant/s at any time during the Contract become a non-viable option for whatever reason, the Service Provider is required to inform the Departmental Project Manager in writing within 7 working days of the occurrence and is also required to immediately nominate an alternative fully compliant HCRW Treatment Plant as its backup Facility. Proof of compliance of the back-up facilities must be provided prior to its services being utilised if not provided with the tender application.
- 15.2. The Service Provider is also required to communicate with Health Care Facility representative timeously in the event that a collection date falls on a public holiday to negotiate alternative dates, should that be necessary.
- 15.3. The service provider shall have a comprehensive and detailed contingency plan that shall include, but not limited to:
- a) Industrial action/strikes/protests
 - b) Adverse weather conditions (including flooding and wet roads)
 - c) Accident/hijacking
 - d) Spillage (including accident scene, storage area at health care facility, transfer station and treatment plant/s)
 - e) Breakdown of vehicles/equipment or facilities to treat HCRW

- f) Routine shutdown of treatment plant/s for maintenance or breakdown
- g) Alternative treatment strategy where treatment plant/s are closed by Authorities
- h) Alternative back-up facilities NOT indicated in the tender that are licensed to treat HCRW streams generated by the Department

16. Health and Safety

- 16.1. An operational occupational health and safety plan, in line with Occupational Health and Safety Act, must be provided to the Department with the bid.
- 16.2. Such an occupational health and safety plan must describe the vaccination program for all employees, as well as the antiretroviral treatment that will be available in the event of accidents, particularly needle stick injuries. The plan shall also provide a description of amongst others all equipment, procedures, training, and other measures that will be taken to ensure the health and safety of all personnel providing the services or likely to be affected by the services provided including spills in the event of a motor vehicle accident or incident.
- 16.3. The Service Provider must ensure the safety of all personnel, subcontractor or partner's personnel as well as that of institutions' staff members or members of the public affected by the execution of this service.
- 16.4. Records of all occupational injuries and accidents must be kept and recorded in an Incident Register, and reported to the Department monthly.
- 16.5. The Service Provider shall ensure that all of its employees adhere to the requirements stipulated in the plan.

17. EVALUATION CRITERIA

The bid shall be evaluated in five (5) phases as follows:

- Phase 1: Mandatory Documents
- Phase 2: Administrative Compliance
- Phase 3: Evaluation on Functionality
- Phase 4: Site Inspection
- Phase 5: Evaluation on Price

17.1. PHASE 1: MANDATORY REQUIREMENTS

Bidder to provide proof of documentation:

- 17.1.1. If a response to a question has been indicated as comply (under administrative bidding requirements) but not elaborated upon or substantiated below, it shall be regarded as mandatory non-performance/non-compliance and the bid shall be disqualified.
- 17.1.2. Bidders must substantiate their responses to all comments portions.
PLEASE NOTE: If the response does not substantiate any of the points or requirements in the body of the tender, it will be deemed to not comply, even if the 'Comply' field has been marked.
- 17.1.3. The bidder must ensure that the following documents are submitted with the bid, as per administrative bidding requirements and failure which shall invalidate the bid:

FOL	COMPLIANCE DOCUMENTS	MARK APPLICABLE RESPONSE WITH AN "X"	
i.	Bidder shall provide a comprehensive HCRW management project rollout plan (Provide documents to substantiate on the above.)	Comply	Not Comply
ii.	Bidder shall provide current and valid documents proving registration as a HCRW transporter (Provide documents to substantiate on the above.)	Comply	Not Comply
iii.	Bidder shall provide current and valid documents proving registration of a permitted transfer station/s to be used	Comply	Not Comply

FOL	COMPLIANCE DOCUMENTS	MARK APPLICABLE RESPONSE WITH AN "X"	
	(Provide documents to substantiate on the above.)		
iv.	Bidder shall provide documents proving registration as a licenced waste storage facility (Provide documents to substantiate on the above.)	Comply	Not Comply
v.	Bidder shall provide current and valid documents proving registration as a licenced waste treatment facility (Provide documents to substantiate on the above.)	Comply	Not Comply
vi.	Bidder shall provide current and valid documents proving registration as permitted disposal sites (Provide documents to substantiate on the above.)	Comply	Not Comply
vii.	Bidder must submit proof of Public Liability Insurance or Proof of quotation from registered insurers or a Letter of arrangement from the insurance companies. (Provide documents to substantiate on the above.)	Comply	Not Comply

Note: Returnable documents must be properly indexed with a contents list.

17.2. PHASE 2: ADMINSTRATIVE BIDDING REQUIREMENTS

17.2.1. Bidders shall take note of the following guidelines:

17.2.1.1 The below administrative bidding requirements **must be complied with** and **required documents** must be attached before consideration for evaluation.

17.2.1.2. The bidder shall respond with **“Comply”**, **“Not Comply”** or **“Not Applicable”** in the apportioned spaces. **The “Not Applicable”** answer shall only be considered where the response field has the wording **“If Applicable”**.

NB: Bidders may be disqualified for failure to comply with the above guidelines when responding to administrative requirements.

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
17.2.1.2.1.	Submission of the following Standard Bidding Documents (Fully Completed and signed):	
17.2.1.2.2.	SBD 1 - Invitation to Bid,	
17.2.1.2.3.	SBD 3.1 - Pricing Schedule (If Applicable),	
17.2.1.2.4.	SBD 3.2 - Pricing Schedule,	
17.2.1.2.5.	SBD 4 – Bidders's disclosure	
17.2.1.2.6.	SBD 5 - National Industrial Participation Programme;	
17.2.1.2.7.	SBD 6.1 - Preference points claim form in terms of the preferential procurement regulations 2017	
17.2.1.2.8.	In case of Consortium or Joint Venture (If applicable) the following are required:	
i)	Signed agreement between involved parties indicating the lead member;	
ii)	Every member of the Consortium or Joint Venture joint venture is registered on the Central Supplier Database;	
iii)	Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents;	
iv)	All parties to the consortium/joint venture must submit their individual documents referred to above (i.e. Company Profile, Annexure A, Proof of CSD Registration and Audited Financial Statement) except that they must submit consolidated certified copy of valid or original valid B-BBEE verification certificate issued by a Verification Agency accredited by SANAS;	
v)	Proof of Central Supplier Database Registration OR Attachment of Central Supplier Database Registration Report (CSD).	
vi)	Bidders must submit proof of subcontracting arrangement between the main tenderer and the subcontractor. Proof of subcontracting arrangement must include a subcontracting agreement between main bidder and the subcontractor.	
17.2.1.2.9.	Submission of a Company profile and Completion of Annexure A: Portfolio of Current and Completed Contracts	
17.2.1.2.10.	Bidder shall provide Standard Operating Plans for the collection, removal, transportation, treatment and disposal of Contagious	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
	Epidemic Diseases (CED) / Isolation HCRW, Contingency plan, Cleaning of vehicles and re-usable containers and Occupational Health and Safety	
17.2.1.2.11.	Bidder must submit proof of public liability insurance to the value of R15 million.	
17.2.1.2.12.	Bidders must quote for all listed items on the pricing schedule and may further submit a detailed breakdown of their pricing.	
17.2.1.2.13.	Returnable documents should be properly indexed with a contents list.	

NB: Failure to attach or complete and/or sign any of the designated arrears of the documents mentioned above *may* render the bid unacceptable.

17.3. PHASE 3: FUNCTIONALITY EVALUATION REQUIREMENTS

17.3.1. Proposal Eligibility Criteria

17.3.1.2. The bidder shall **EITHER** be or have an agreement with:

A licensed HCRW Company in terms of The National Environmental Management: Waste Act (Act No. 59, 2008) with extensive experience in the collection, transportation, storage, treatment, and disposal of HCRW.

17.3.2. Company Profile

17.3.2.2. The company profile must entail track record (experience) of the company in the provision of Health Care Risk Waste Management i.e. collection, transportation, storage, treatment and disposal. ***(Contactable References and Evidence e.g. Purchase Orders, Invoices and Contracts must be provided).***

17.3.2.3. In addition to an own company profile, bidders must complete the departmental provided company profile template herein referred to as **Annexure A: Portfolio of Current and Completed Contracts.**

17.3.3. Work Break-Down Structure / Project Methodology

17.3.3.2. Bidder(s) must provide a detailed work break down methodology structure which must be inclusive of the project plan, work schedule with clear deliverables and time frames.

17.3.3.3. The break down structure must include the contingency plan in the project.

17.3.4. Financial Capacity of the Bidder

The financial capacity of the Bidder(s) shall be tested through the following documents:

- 17.3.4.2. Any proof of support from a (National Credit Regulator) NCR registered Financial Services Provider/Financial Institution on Primary funding when the tender is successfully awarded.
- 17.3.4.3. Proof of overdraft facility in the name of business
- 17.3.4.4. Proof of capacity to self-funding (Company Bank Statement) accompanied by audited annual financial statements for a period of three years with an average annual turnover of R5 million.

17.3.5. Evaluation on Functionality

The evaluation of the bids on functionality will be conducted by the Bid Evaluation Committee in accordance with the functionality criteria and values set below:

TOTAL SCORE			100	
ACCEPTABLE MINIMUM SCORE			70	
NO	CRITERIA	WEIG HT	ELEMENT BREAKDOWN	SCORING VALUES
17.3.5.1	Experience of the bidder in the provision of HCRW (Annexure A: Portfolio of Current and Completed Contracts)	20	Company experience and track record in the provision of HCRW Indicating current and previous contracts: Number of Months:	
			(49 Months and above)	Exceptional (5)
			(37 - 48 Months)	Very Good (4)
			(25 - 36 Months)	Good (3)
			(13 - 24 Months)	Average (2)
		(0 to 12 Months)	Poor (1)	
		25	Extent of the bidder's biggest current or past HCRW projects: Value of a Single Highest Project in the Past three (3) years:	
			R50 000 001 and above	Exceptional (5)
			R40 000 001 to R50 000 000	Very Good (4)
			R30 000 001 to R40 000 000	Good (3)
R20 000 001 to R30 000 000	Average (2)			
R 10 000 000 – R20 000 000	Poor (1)			
17.3.5.2.	Company Resources / Fleet (attach copies of vehicle(s) registration certificates and/or letter of intent signed by the owner including coloured pictures of vehicles:	15	Evidence of roadworthy, licensed , equipped and branded (according to legislative requirements) vehicle fleet with proof of ownership if owned or Lease Agreement if leased or a letter of intent (as per bidder's implementation plan)	
			Proof of ownership of appropriate roadworthy, licensed, equipped and branded vehicle fleet with cargo container which has a 5 ⁰ celsius cooling system of the following categories 4 x 35 ton trucks; 12..x 8 ton trucks; 12..x 4 ton trucks 12..x 2 ton trucks without a cooling system	Exceptional (5)
			Proof of ownership of appropriate roadworthy, licensed, equipped and branded vehicle fleet with cargo container which has a 5 ⁰	Very Good (4)

			<p>celsius cooling system of the following categories 3 x 35 ton trucks; 9 to 11..x 8 ton trucks; 9 to 11..x 4 ton trucks 9 to 11..x 2 ton trucks without a cooling system</p>	
			<p>Proof of ownership of appropriate roadworthy, licensed, equipped and branded vehicle fleet with cargo container which has a 5° celsius cooling system of the following categories 2 x 35 ton trucks; 7 to 9..x 8 ton trucks; 7 to 9..x 4 ton trucks 7 to 9..x 2 ton trucks without a cooling system</p>	Good (3)
			<p>Proof of ownership of appropriate roadworthy, licensed, equipped and branded vehicle fleet with cargo container which has a 5° celsius cooling system of the following categories 1 x 35 ton trucks; 5 to 7..x 8 ton trucks; 5 to 7..x 4 ton trucks 5 to 7..x 2 ton trucks without a cooling system</p>	Average (2)
			<p>Proof of ownership of appropriate roadworthy, licensed, equipped and branded vehicle fleet with cargo container which has a 5° celsius cooling system of the following categories 0 x 35 ton trucks; 3 to 5..x 8 ton trucks; 3 to 5..x 4 ton trucks 3 to 5..x 2 ton trucks without a cooling system</p>	Poor (1)
17.3.5.3.	Financial Capacity	10	<p>An undertaking by financial institution to provide a Revolving Credit to the bidder in the event a bidder is awarded contract or Proof of overdraft facility in the name of business or alternatively proof of company capability to self-fund to the value indicated below:</p>	
			R 50 000 001 and Above	Exceptional (5)
			R 40 000 001 To R50 000 000	Very Good (4)

			R 30 000 001 To R40 000 000	Good (3)
			R 20 000 001 To R 30 000 000	Average (2)
			R 10 000 000 To R 20 000 000	Poor (1)
17.3.5.4.	Training Plan with a training manual	5	Availability of a training plan with training manual accredited by Pharmacy Council, Nursing Council and Health Professions Council of South Africa (HPCSA), South African Pharmacy Council (SAPC) and Health and Welfare Sector Education and Training (HWSETA)	
			Health and Welfare SETA (HWSETA) and Continuous Professional Development (CPD) accredited training and training manual by four professional bodies	Exceptional (5)
			Continuous Professional Development (CPD) accredited by HPCSA, SANC and the SAPC Council	Very Good (4)
			Continuous Professional Development (CPD) accredited by HPCSA and SANC	Good (3)
			Continuous Professional Development (CPD) accredited by either HPCSA or SANC	Average (2)
			Continuous Professional Development (CPD) accredited by either SAPC or HWSETA	Poor (1)
17.3.5.5.	Project Methodology (Break-Down Structure)	Project Methodology Breakdown Structure Shall be allocated points as follows:		
		10	Pre Project Implementation Phase Activities (Waste Management Strategy)	
			Activities indicated are clear, logical, chronological and demonstrate a high level of understanding of the waste management strategy project deliverables and time frames.	Exceptional (5)
			Activities indicated are clear and logical to the waste management strategy	Very Good (4)
			Activities indicated are relevant to waste management strategy and not logical	Good (3)
Failure to indicate activities in line with waste management strategy	Average (2)			

			Activities indicated are irrelevant with the waste management strategy	Poor (1)
		10	Project Implementation Phase Activities (Waste Management Strategy)	
			The bidder highlighted clearly, logically and demonstrated a high level of understanding on the implementation of waste management strategy, project activities, deliverables and time frames.	Exceptional (5)
			The bidder demonstrated an understanding of the implementation of waste management strategy, project activities, deliverables and time frames.	Very Good (4)
			The bidder did not highlight relevant activities on the implementation of waste management strategy	Good (3)
			The bidder failed to highlight the activities in line with waste management strategy	Average (2)
			Activities not in line with the waste management strategy	Poor (1)
			Contingency Plan (Waste Management Strategy)	
		5	Plan clear, innovative, realistic and specifically tailor-made and convincing that the methodology can be delivered using contingencies proposed.	Exceptional (5)
			Plan clear, realistic and specifically tailor-made and convincing that the methodology can be delivered using contingencies proposed.	Very Good (4)
			Plan Produced and the bidder identified some contingencies	Good (3)
			Plan produced but not convincing that the methodology can be delivered using contingencies proposed.	Average (2)
			Plan submitted but not relevant to waste management strategy	Poor (1)

17.4. PHASE 4: SITE INSPECTION

17.4.1. Site inspection shall **ONLY** be conducted to addresses given in the Bid Document (**SBD 1**) and to bidders whose bids have satisfied all requirements of the bid. Written notice of change of business address must reach the Departmental Supply Chain Management Office in advance.

The fourth stage of evaluation includes conducting site inspection and only service providers who score a minimum of 70 points on functionality evaluation shall be eligible for the fourth stage.

The following criteria shall be utilized to conduct site inspections:

- a) **Physical Existence of company resources/ fleet**
- b) **Physical Existence of storage facility**
- c) **Physical Existence treatment facility**
- d) **Physical Existence of disposal facility**

17.4.2. Site Inspection Criteria

Site inspection points shall be allocated as follows:

TOTAL SCORE			100	
ACCEPTABLE MINIMUM SCORE			70	
NO	BUSINESS REQUIREMENT	WEIG HT	ELEMENT BREAKDOWN	SCORING VALUES
17.4.2.1.	Company Resources / Fleet	35	Availability of appropriate roadworthy, licensed, equipped and branded vehicle fleet with cargo container which has a 5° celsius cooling system of the following categories:	
			Availability of vehicles fleet that comply with legislative requirements	Good (3)
			Availability of vehicles fleet that do not comply with legislative requirements	Poor (1)
17.4.2.2.	Storage facility	30	Storage facility SANS 10248-1: 2008 section 8, National environmental management-Waste Act (Act 59 of 2008) National norms and standards for the storage of waste (chapter 2 parts 1 and 2.	
			Licensed storage facility or Licensed Transfer station with storage facility	Good (3)
			No Licensed storage facility or Transfer station with storage facility	Poor (0)
17.4.2.3.	Treatment facility	30	Treatment Facility SANS 10248-1:2008 section 11.	
			Licensed Facility/ies to treat all	Good (3)

TOTAL SCORE			100	
ACCEPTABLE MINIMUM SCORE			70	
NO	BUSINESS REQUIREMENT	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
			categories of waste	
			Licensed Facility/ies to treat one or more categories BUT not all categories	Poor (1)
17..4.2.4	Disposal Facility	5	Disposal Facility SANS 10248-1:2008 section 11.	
			Permitted landfill site/s to dispose of all categories of waste	Good (3)
			Permitted landfill site to dispose one or more categories BUT not all categories	Poor (1)

17.5. PHASE 5: EVALUATION ON PRICE

- 17.5.1. This bid shall be evaluated in terms of **90/10** preference points system.
- 17.5.2. Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS).
- 17.5.3. In case of B-BBEE exempted micro enterprise or B-BBEE qualifying small enterprise bidders may submit a valid Sworn Affidavit (attached to this bid).
- 17.5.4. Should bidder(s) fail to submit the valid BBEE certificate it will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 17.5.5. Points shall 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
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

18. KEY ASPECTS OF THE BID PROPOSAL

- 18.1. Bidders should initial every page of the bid proposal.
- 18.2. Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.
- 18.3. In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to special conditions of bid.
- 18.4. Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 18.5. Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 18.6. The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.
- 18.7. The department reserves the right to appoint the bidder whose bid most successfully conforms to the criteria and the requirements in accordance with the terms and conditions described in the specification.
- 18.8. The department reserves the right to award one item to more than one bidder.
- 18.9. The award of the tender may be subjected to price negotiation with the preferred bidder(s).

- 18.10. The department may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.
- 18.11. The appointment of the successful bidder is subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- 18.12. The outcome of the successful bidders shall be published through the same media that was used to advertise the bid.
- 18.13. The department reserves the right to award the bid to one or more service providers, wholly or in part or not to award.
- 18.14. Awarding of the proposal will be subject to the Service Provider's expressing acceptance of National Treasury General Conditions of Contract (GCC).

19. PROTECTION OF PERSONAL DATA

- 19.1. In responding to this bid, the LDoH acknowledges that it may obtain and have access to personal data of the bidders.
- 19.2. The LDoH agrees that it shall only process the information disclosed by bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
- 19.3. Furthermore, LDoH will not otherwise modify, amend or alter any personal data submitted by bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the bidders.
- 19.4. Similarly, the LDoH requires bidders to process any personal information disclosed by the LDoH in the bidding process in the same manner.

20. BID AWARD & CONTRACT CONDITIONS

- 20.1. Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.
- 20.2. The shortlisted bidders shall be subjected to vetting process. Only successful bidder(s) who are cleared during vetting process shall be considered for appointment.
- 20.3. Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.
- 20.4. The contract shall be concluded between Limpopo Department of Health and the successful service provider(s).
- 20.5. The contract period will be in terms of the acceptance letter.
- 20.6. Limpopo Department of Health will enter into Service Level Agreement(s) with the successful bidder(s).

- 20.7. Bidders must submit proof of approved comprehensive waste tracking system(s) to be utilised from an accredited tracking company or institution within 30 days of receiving an appointment letter.
- 20.8. Bidders shall be responsible for spillage during transportation of waste.
- 20.9. The Service Provider shall provide the department with a signed service level agreement between themselves and the treatment plants and disposal landfill sites including the back-up facilities that will be used during the contract period. The agreement must be accompanied by the relevant licences.
- 20.10. Bidders must provide proof of driver (each) training as a dangerous goods driver from the relevant SETA approved training facility
- 20.11. Bid must be fully costed. The service charges shall be an inclusive cost to cover all expenses incurred by the contractor to deliver the entire service as required.
- 20.12. Bid to be detailed to include all aspects and elements of a comprehensive HCRW Management Service from collection until disposal through landfill.
- 20.13. The implementation of the plan to collect, transport, treat and dispose of HCRW shall be within 6 months from the date the contract is signed by the parties, including the replacement of the previous Service Provider's equipment (excluding freezers), material and containerization.

21. CONTRACT ADMINISTRATION

- 21.1. Successful bidder(s) must report to Supply Chain Contract Management Unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 21.2. Full particulars of such circumstances as well as the period of delay must be furnished.
- 21.3. The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

22. PRICING

- 22.1. Bidders must submit a proposal and the pricing structure in one envelope in the following manner:
 - 22.1.1. **One file for Technical Proposal**
 - 22.1.2. **One file for Pricing Structure**

NB: ALL FILES MUST BE CLEARLY MARKED i.e. PROPOSAL OR PRICING AND IT MUST BEAR THE COMPANY DETAILS (FAILURE TO COMPLY MAY INVALIDATE YOUR BID).

22.2. All prices charged must be inclusive of **business overheads and VAT. NB: Successful bidders who are not registered for VAT at the time of bidding are required to register for VAT upon award of bid as required by law.**

22.3. The pricing **MUST BE DONE IN LINE WITH ANNEXURE B OF THIS DOCUMENT.**

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

- a. Collection, Tracking, Transportation, Storage, Treatment and Disposal (Price per Kilogram)
- b. Containerization, packaging and sealing consumables (biohazard tape, rubber bands and cable ties) for all waste categories
- c. Collection (all waste categories)
- d. Storage at transfer stations and treatment facilities (including provision, maintenance and repair of freezers at transfer station and health care facilities)
- e. Transportation (from health care facilities up to disposal sites)
- f. Treatment (all waste categories)
- g. Disposal (all waste categories)
- h. Training and provision of accredited training manuals (HWSETA and professional councils)
- i. Tracking and tracing (tracking of vehicles, barcoding of all containers, provision of electronic equipment, software and related programs, internet access per district and provincial office)
- j. Reporting (Recordkeeping, monthly reporting)
- k. Monitoring (independent auditors)
- l. Cleaning, disinfecting of re-useable containers, trollies
- m. Spillage management

22.5. The Department reserves the right to negotiation the price terms and conditions.

23. PENALTIES

23.1. Penalties as per the General Conditions of Contract (GCC) shall apply whenever a service failure occurs.

23.2. A penalty amount equivalent to the amount set out opposite such Service Failure in the following table will be deducted from the relevant Monthly Waste Collection Payment, in respect of each such Service Failure when calculating the Monthly Waste Collection Payment:

FOL	SERVICE FAILURE	PENALTY AMOUNT
23.2.1.	The Contractor fails to supply a Facility with Containers that are compliant with the Technical Specification, within 7 days of the Contractor receiving a request for such Containers.	
23.2.2.	The duration of an Unplanned Outage exceeds 2 weeks, or such Unplanned Outage is occurring more than once in every 3 months.	

23.2.3.	(e) The Contractor fails to immediately remove a spillage at a Waste Collection or loading Point.	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.
23.2.4.	The Contractor fails to remove Waste from the Waste Collection Point within the maximum allowable storage time of that waste being placed at the Waste Collection Point, or exceeding the frequency allowed for that particular Facility.	
23.2.5.	The Contractor Fails to deliver Waste to the Treatment Plant within 48 hours it has been removed from a Facility.	
23.2.6.	The Contractor fails to immediately remove a spillage that occurred during transportation of Waste.	
23.2.7.	The service provider fails to implement the Rollout Plan within 10 working days of awarding of the contract, at least addressing the issues listed in the Specification.	
23.2.8.	The Contractor fails to attend or be appropriately represented at project meetings.	
23.2.9.	If the Waste Vehicle has no means of separating the Clean Containers from Containers filled with waste.	
23.2.10.	Failure to provide standardized order form different from waste manifest document in triplicate carbonized copies shall constitute service failure.	
23.2.11.	Failure to submit the destruction or safe disposal certificate on or before the 7 th of the consecutive month in which the Waste was treated shall constitute service failure.	
23.2.12.	Failure to meet treatment efficiencies as prescribed.	
23.2.13.	Failure to submit treatment validation records.	
23.2.14.	Failure to weigh waste	

- 23.3. Penalties for Service Failures will be instigated by the Waste Management Control Officer, infection Prevention and Control Practitioner and District Environmental Health Practitioner of the Facility affected by the Service Failure or any authorized officials.
- 23.4. Where the service provider believes that the Service Failure for which they are penalized was as a result of circumstances or conditions beyond their control, a written submission can be made to the Department substantiated by evidence of having notified the Supply Chain Contract Management Unit
- 23.5. Having investigated the matter, the Department will make a ruling on the matter as to whether the penalty will be upheld, or whether it is to be waived. Should the service provider not be satisfied with the ruling of the Department, the Contractor has the

right to take further action for dispute resolution as allowed for in the General Conditions of Bid and Order.

24. RISK MANAGEMENT ON PRICING AND AWARDING

- 24.1.** All prices quoted by suppliers shall be assessed to ensure that bidders did not underquote. **(Bidders perceived to have underquoted in terms of market prices shall be disqualified).**
- 24.2.** Bidders to take note that the department shall complete the process of evaluation and award in a period of 120 days, therefore their prices should consider inflationary fluctuations.

25. PRICE ADJUSTMENTS

Bidders must take note that prices shall be firm for the first 12 months of the contract, and thereafter a CPI price adjustment shall be applicable in the first and second year anniversary of the contract. The adjustment shall be automatically applied. ***(BIDDERS NEED NOT APPLY FOR SUCH PRICE ADJUSTMENT).***

26. BRIEFING SESSION

There will be no briefing session for this bid.

27. CONTACT DETAILS

All enquiries regarding the bid may be directed to the following:

Physical Address	Technical Enquiries	Bidding Process
Department of Health Fidel Castro Ruz House 18 College Street Polokwane 0699	Mr Modiba M.E (015) 293 6199	Ms T.O Simango (015) 293 6352 Ms Motene N.M (015) 293 6350

BID ANNEXURES

- 1. ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED CONTRACTS**
- 2. ANNEXURE B: PRICING STRUCTURE**
- 3. ANNEXURE C: LIST OF HEALTH CARE FACILITIES AND TVET COLLEGES**

1. ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED CONTRACTS

The bidder must furnish a list of the following particulars of past and current experience in the collection, storage, treatment and disposal of HCRW. The bidder must in addition attach *proof of references e.g. previous contract or order.*

FOL	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL		CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
1	Name of Client						
	Contact Person						
	Tel						
	eMail						
2	Name of Client						
	Contact Person						
	Tel						
	eMail						
3	Name of Client						
	Contact Person						
	Tel						
	eMail						

FOL	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL		CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
4	Name of Client						
	Contact Person						
	Tel						
	eMail						
5	Name of Client						
	Contact Person						
	Tel						
	EMail						
6	Name of Client						
	Contact Person						
	Tel						
	eMail						
7	Name of Client						

FOL	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL		CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
	Contact Person						
	Tel						
	eMail						
8	Name of Client						
	Contact Person						
	Tel						
	eMail						
9	Name of Client						
	Contact Person						
	Tel						
	eMail						

2. ANNEXURE B: BID PRICING STRUCTURE

- a. Costing for the bid shall be all-inclusive expressed in Rands per kilogram to cover, but not limited to the following in order provide a comprehensive service and in line with the bid specification:

Containerisation, Collection, Tracking, Transportation, Storage, Treatment and Disposal.

- i. The pricing proposals must be done in line with paragraph 13 of the Terms of Reference.
- ii. Payments will be done in accordance with the kilograms of waste collected in a given month.

28. PRICING PROPOSALS

Estimated weight – 1800 tons best route mulpky

CATEGORY A

ITEM	ACTIVITY/SERVICE	TONS	UNIT PRICE	AMOUNT exLUSIVE OF VAT @ 15%	Vat	total
19.1.	COMPREHENSIVE HCRW MANAGEMENT SERVICE					
19.1.1.	Containerisation, Collection, Tracking, Transportation, Storage, Treatment and Disposal	1800	R	R	R	R
19.1.2.	TRAINING	Per person	R	R	R	R
TOTAL BID PRICE INCLUSIVE OF VAT@ 15%				R	R	R

19.2.	CHEST FREEZERS (SUPPLY AND DELIVERY)		
19.2.1.	130L	Each	R
19.2.2.	195L	Each	R
19.2.3.	207L	Each	R
19.2.4.	210L	Each	R
19.2.5.	270L	Each	R
19.2.6.	285L	Each	R
19.2.7.	320L	Each	R
19.2.8.	530L	Each	R
TOTAL BID PRICE INCLUSIVE OF VAT@ 15%			R

ANNEXURE B CONTINUED

- b. It is an express requirement of this request for bid that 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 providing a detailed breakdown of the total bid price for all-inclusive Health Care Risk Waste services in line with the below table **(In addition to the bidder's own detailed breakdown:**

ITEM NO	ACTIVITY/SERVICE	PERCENTAGE OF THE TOTAL BID PRICE	AMOUNT
19.3.	Containerization, packaging and sealing consumables (biohazard tape, rubber bands and cable ties) for all waste categories	%	R
19.4.	Collection (all waste categories)	%	R
19.5.	Storage at transfer stations and treatment facilities (including provision, maintenance and repair of freezers at transfer station and health care facilities)	%	R
19.6.	Transportation (from health care facilities up to disposal sites)	%	R

19.7.	Treatment (all waste categories)	%	R
19.8.	Disposal (all waste categories)	%	R
19.9.	Training and provision of accredited training manuals (HWSETA and professional councils)	%	R
19.10.	Tracking and tracing (tracking of vehicles, barcoding of all containers, provision of electronic equipment, software and related programs, internet access in five Limpopo district offices and department (head office))	%	R
19.11.	Reporting (Recordkeeping, monthly reporting)	%	R
19.12.	Monitoring (independant auditors)	%	R
19.13.	Cleaning, disinfecting of re-useable containers, trollies	%	R
19.14.	Spillage management	%	R

3. ANNEXURE C: LIST OF HEALTH CARE FACILITIES AND TVET COLLEGES

District	Sub District	Facility
Capricorn DM	Aganang LM	Diana Clinic Goedgevonden Clinic Lonsdale Clinic Maraba Clinic Maraba M Mob 1 Maraba M Mob 2 Mashashane Clinic Matlala Clinic (Aga) Matlala Mob 1 (Aga) Matlala Mob 2 (Aga) Matlala Mob 3 (Aga) Rosenkrantz Clinic Sello-Moloto Clinic WF Knobel Gateway WF Knobel Mob 1 WF Knobel Mob 2 WF Knobel Mob 3
	Aganang LM Total =17	
	Blouberg LM	Ambergate clinic Alldays Clinic Alldays/Vivo Mob 1 Blouberg CHC Blouberg Mob 1 Buffelshoek Clinic (Blou) Burgerecht Clinic

District	Sub District	Facility
		De Vrede Clinic Gideon Clinic Goedentrou Clinic Grootdraai Clinic Helene Franz Gateway Helene Franz Mob 1 Indermark Clinic Kibi Clinic Krantzplaas Clinic Kromhoek Clinic Lesfontein Clinic Montz Clinic My Darling Clinic Ratshaatshaa CHC Ratshaatshaa Mob 1 Sadu clinic Schoongezicht Clinic Seakamela Clinic Rosenkrants clinic Taaibos Clinic Towerfontein Clinic Uitkyk Clinic Zeist Clinic
		Blouberg LM Total=30
	Lepelle-Nkumpi LM	Boschplaats Clinic Byldrift Clinic Dithabaneng Clinic

District	Sub District	Facility
		Dr Machupe Mob 1
		Dr Machupe Mob 2
		Dr Machupe Mob 3
		Dr Machupe Mob 4
		Dr Machupe Mob 5
		Dr Machupe Mob 6
		Dr Machupe Mob 7
		Dr Machupe Mphahlele CHC
		Hwelereng Clinic
		Lebowakgomo Clinic
		Lebowakgomo Gateway
		Ledwaba Clinic
		Mafeke Clinic
		Malemati Clinic
		Mashite Clinic
		Mathabatha Clinic
		Mogoto Clinic
		Moletlane Clinic
		Morotse-Thamagane Clinic
		Mphahlele Clinic
		Parliament Clinic Unit B
		Rakgoatha Clinic
		Slypsteen Clinic
		Smugglers Union Clinic
		Unit R Clinic
		Zebediela Clinic
		Zebediela Gateway
		Zebediela Estate clinic

District	Sub District	Facility
	Lepelle-Nkumpi LM Total=31	
	Molemole LM	Botlokwa Gateway Dendron Clinic Dendron Mob 1 Eisleben Clinic Makgato Clinic Matoks Clinic Mogodi Clinic Nthabiseng Clinic Ramokgopa Clinic Ramokgopa Matoks Mob 1 Persie Clinic
	Molemole LM Total=11	
	Polokwane LM	A Mamabolo Clinic Block 14 Clinic Buitestraat Clinic Chuene Clinic Dikgale Clinic Dikgale Mamabolo Mob 1 Dikgale Mamabolo Mob 2 Evelyn Lekganyane Clinic J Mamabolo Clinic Kganya Mob 1 Kganya Mob 2 Kganya Mob 3 Laastehoop Clinic Maja Clinic Maja-Chuene Mob 1

District	Sub District	Facility
		Maja-Chuene Mob 2
		Maja-Chuene Mob 3
		Makanye Clinic
		Makotopong Clinic
		Mamotshwa Clinic
		Mamushi Clinic
		Manamela Clinic
		Mankweng Clinic
		Mankweng Gateway
		Mapodu Spitzkop Clinic
		Molepo Clinic
		Moletjie Clinic
		Moletjie Mob 1
		Moletjie Mob 2
		Mothiba Clinic
		Mushubaba Clinic
		Nobody Clinic
		Nobody Mob 1
		Nobody Mob 2
		Perskebult Clinic
		Phuti Clinic
		Pietersburg Place of Safe
		Polokwane Mob 1
		Rethabile CHC
		Sebayeng Clinic
		Sehlale Clinic
		Semenya Clinic
		Seobi-Dikgale Clinic

District	Sub District	Facility
		Seshego I Clinic Seshego II Clinic Seshego III Clinic Seshego IV Clinic Soetfontein Clinic Buite Clinic
Polokwane LM Total=49		
Capricorn DM Total= 138		
Mopani DM	Ba-Phalaborwa LM	Benfarm Clinic Humulani Clinic JCI Mob 1 Lulekani CHC Mahale Clinic Makhushane Clinic Mashishimale Clinic ML Malatjie Mob 1 ML Malatjie Mob 2 ML Malatjie Mob 3 Namakgale A Clinic Namakgale B Clinic Phalaborwa Busstop Clinic Seloane Clinic
Ba-Phalaborwa LM Total= 14		
	Greater Giyani LM	Basani Clinic Bochabelo Clinic Dzumeri CHC

District	Sub District	Facility
		Giyani CHC Hlaneki Clinic Khakhala-Hlomela Clinic Kheyi Clinic Kremetart Clinic Loloka Clinic Makhuva Clinic Mapayeni Clinic Matsotsosela Clinic Mhlava Willem Clinic Msengi Clinic Muyexe Clinic Ndengeza Clinic Ngobe Clinic Nkhensani Gateway Nkhensani Mob 1 Nkhensani Mob 2 Nkhensani Mob 3 Nkhensani Mob 4 Nkomo B Clinic Nkuri Clinic Ntluri Clinic Ratanang Clinic Shikhumba Clinic Shitlakati Clinic Shivulani Clinic Skimming Clinic Thomo Clinic

District	Sub District	Facility
		Zava Clinic
	Greater Giyani LM Total=32	
	Greater Letaba LM	Bellevue Clinic Bolobedu Clinic Charlie Rangaan Clinic Duiwelskloof CHC Duiwelskloof Clinic Kgapane Clinic Kgapane Mob 1 Kgapane Mob 2 Kgapane Mob 3 Lebaka Clinic Mamaila Clinic Mamanyoha Clinic Maphalle Clinic Matswi Clinic Meedingen Clinic Middelwater Clinic Modjadji 5 Clinic Mooketsi Mob 1 Pheeha Clinic Raphahlelo Clinic Rotterdam Clinic Seapole Clinic Sekgopo Clinic Senobela Clinic Shotong Clinic

District	Sub District	Facility
		Soekmekaar Mob 1 ZZ2 NMS
	Greater Letaba LM Total=27	
	Greater Tzaneen LM	Carlotta Clinic Dan Village Clinic Deerpark Mob 1 Grace Mugodeni CHC Hugo Nkabinde Clinic Jamela Clinic Julesburg CHC Julesburg Mob 1 Khujwana Clinic Lenyenye Clinic Lephepane Clinic Letaba Gateway Letsitele Clinic Maake Clinic Madumane Clinic Makgope Clinic Mamtwa Clinic Mariveni Clinic Mawa Clinic Mogapeng Clinic Mogoboya Clinic Moime Clinic Mokgwathi Clinic

District	Sub District	Facility
		Morapalala Clinic Morutji Clinic Motupa Clinic Muhlaba Clinic Nkowankowa CHC Nkowankowa Mob 1 Nyavana Clinic Ooghoek Clinic Politsi Mob 1 Ramotshinyadi Clinic Relela Clinic Shiluvana CHC Shiluvana Mob 1 Tours Clinic Tzaneen Clinic Tzaneen LA Clinic Zangoma Clinic
	Greater Tzaneen LM Total=40	
	Maruleng LM	Bismarck Clinic Calais Clinic Hlokomela NMS Hoedspruit Clinic Hoedspruit Mob 1 Hoedspruit Mob 2 Hoedspruit Mob 3 Lorraine Clinic Mabins Clinic Sekororo Clinic

District	Sub District	Facility
		Sekororo Gateway Sekororo Mob 1 Sekororo Mob 2 Sophia/Sekwai Clinic The Oaks Clinic Turkey Clinic Willows Clinic
Maruleng LM Total=17		
Mopani DM Total= 140		
Sekhukhune DM	E Motsoaledi LM	Dikgalaopeng Clinic Elandsdoorn Clinic Goedgedach Clinic Groblersdal Clinic Groblersdal Mob 1 Hlogotlou Clinic Hlogotlou Mob 1 Kwarrielaagte Clinic Magukubjane Clinic Matsepe Clinic Motetema Clinic Moutse East Clinic Philadelphia Gateway Philadelphia Mob 1 Rammupudu Clinic Rammupudu Mob 1 Roosenekal Clinic Sephaku Clinic Zaaiplaas Clinic

District	Sub District	Facility
	E Motsoaledi LM Total=19	
	Ephraim Mogale LM	Elandskraal Clinic Makeepsvlei Clinic Marble Hall Clinic Marble Hall Mob 1 Marble Hall Mob 2 Marble Hall Mob 3 Marble Hall Mob 4 Marulaneng Clinic (Marbl) Matlala Clinic (MH) Vlaakplaas clinic Matlala Gateway Mmotoaneng Clinic Moeding Clinic Moganyaka Clinic Moutse West Clinic Spitspunte Clinic Toitskraal Clinic Vd Merwes Kraal Clinic Witfontein Clinic
	Ephraim Mogale LM Total=19	
	Fetakgomo LM	Fetakgomo Mob 1 Fetakgomo Mob 2 Fetakgomo Mob 3 Ikageng Clinic Mankotsane Clinic Manotoana Clinic

District	Sub District	Facility
		Mohlaletse Clinic Motsepe Clinic Mphanama Clinic Nchabeleng CHC Nchabeleng Clinic Nkoana Clinic Paulus Masha Clinic Phaahlamanoge Clinic Phasha Clinic Selepe Clinic Seroka Clinic
	Fetakgomo LM Total=17	
	Gr Tubatse LM	Boschkloof Clinic Burgersfort Clinic Burgersfort Mob 1 Dilokong Gateway Eerstegeluk Clinic HC Boshoff CHC HC Boshoff Mob 1 HC Boshoff Mob 2 Mahubahube Clinic Makofane Clinic Mashabela Clinic Matsageng Clinic Mecklenburg Gateway Mecklenburg Mob 1 Mecklenburg Mob 2 Mmutlane Clinic

District	Sub District	Facility
		Motlolo Clinic Motshana Clinic Naboomkoppies Clinic Ngoabe Clinic Ohrigstad Mob 1 Penge CHC Praktiseer Clinic Riba Clinic Rietfontein Clinic HC Bos Selala Clinic Sterkspruit Clinic Swaranang Clinic Taung Clinic
	Gr Tubatse LM Total=29	
	Makhuduthamaga LM	Dichoeung Clinic Eensaam Clinic Jane Furse Gateway Jane Furse Mob 3 Jane Furse Mob 4 Klipspruit Clinic Madibong Clinic Magalies Clinic Mamokgasefoka Mob 1 Mamone Clinic Mampana Clinic Manganeng Clinic Marishane Clinic

District	Sub District	Facility
		Marulaneng Clinic (Makhu) Phaahla Clinic Phatantsoane Clinic Phokoane Clinic Probeerin Clinic Rietfontein Clinic Ngwari Schoonoord Clinic Setlabosoane Clinic St Rita's Gateway St Rita's Mob 2 Tshehlwaneng Clinic Tswaing Clinic
Makhuduthamaga LM Total=25		
Sekhukhune DM Total=109		
Vhembe DM	Makhado LM	Makhado mobile Phadzima mobile Tshilwavhusiku mobile Tshino mobile Mashamba mobile Waterval mobile Makhado CHC Matsa clinic Mphephu clinic Mudimeli clinic Rumani clinic Khomele clinic Straighthardt clinic Mashamba clinic

District	Sub District	Facility
		Nkhensani clinic Mulima clinic Mbhokota clinic Riverplaats clinic Sereni clinic Phadzima clinic Vhambelani-Maelula clinic Rabali clinic Tshikuwi clinic Beaconsfield clinic Vuvha clinic Tshakhuma clinic Levubu clinic Valdezia clinic Wayeni clinic Tshino clinic Ha-mutsha clinic Tshilwavhusiku CHC LTT clinic Midoroni clinic Madombidzha clinic Kutama clinic Kulani gateway Mpheni clinic Vleifontein clinic Muila clinic Nthabalala clinic Manyima clinic

District	Sub District	Facility
		Waterval clinic
	Makhado LM Total=43	
		Bungeni CHC
		Dehoop clinic
		Mashau clinic
		Manavhela clinic
		Kuruleni clinic
		Vyeboom clinic
		Tlangelani clinic
		Mhinga clinic
		Matiyani clinic
		Makuleke clinic
		Makahlule clinic
		Ntlhaveni C clinci
		Ntlhaveni D clinic
		Mphambo CHC
		Malamulele clinic
		Mavambe clinic
		Mukhomi clinic
		Mulenzhe clinic
		Shigalo clinic
		Matsheka clinic
		Shingwedzi clinic
		Peninghotsa clinic
		Ntlhaveni E clinic
		Mtititi clinic
		Shikundu clinic
		Nghezimani clinic

District	Sub District	Facility
		Tiyani CHC Masakona clinic Olifantshoek clinic Marseilles clinic Helderwater clinic Davhana clinic Tshimbupfe clinic Bungeni mobile clinic Tiyane mobile Malamulele mobile 1 Malamulele mobile 2 Malamulele mobile 3 Malamulele mobile 4 Malamulele mobile 5
	Collins Chabane LM =40	
	Musina LM	Musina clinic Madimbo clinic Folovhodwe clinic Nancifield clinic Tshiungani clinic Mulala clinic Manenzhe clinic Shakadza clinic Tshipise Masisi clinic Musina mobile Tshipise mobile

District	Sub District	Facility
	Musina LM Total= 12	
	Thulamela LM	Guyuni clinic Matavhela clinic Mutale CHC Rambuda clinic Thengwe clinic Tshikundamalema clinic Tshiombo clinic Fondwe clinic Khakhu clinic Madala clinic Murangoni clinic Phiphidi clinic Tshixwadza clinic Dzwerani clinic Lwamondo clinic Muledane clinic Shayandima clinic Tshilidzi-Gateway clinic Tshisahulu clinic Tswinga clinic Dzingahe clinic Magwedzha clinic Mbilwi clinic Pfanani clinic Sibasa clinic Thohoyandou CHC Tshififi clinic

District	Sub District	Facility
		Duvhuledza clinic Lambani clinic Makuya clinic Sambandou clinic Tshaulu clinic Tshifudi clinic Vhurivhuri clinic Damani clinic Gondenani clinic Makonde clinic Mukula clinic Sterkstroom clinic Thondo-Tshivhase clinic Vhufuli-Tshitereke clinic William-Eadie CHC Mutale mobile clinic Tshaulu mobile Khakhu-madala mobile Shayandima mobile 1 Shayandima mobile 2 Sibasa mobile William Eadie mobile
	Thulamela LM Total=49	
Vhembe DM Total=144		
Waterberg DM	Bela-Bela LM	Bela-Bela Clinic Pienaarsriver Clinic Settlers clinic

District	Sub District	Facility
		Warmbaths Clinic Warmbaths Mob 1 Warmbaths Mob 2
		Bela-Bela LM Total= 06
	Lephalale LM	Abbotspoort Clinic Beauty Mob 1 Ellisras Clinic Lephalale Clinic Marapong Clinic Marapong CHC Seleka Clinic Shongoane Clinic Steenbokpan Clinic Witpoort Mob 1
		Lephalale LM Total=10
	Modimolle LM	Alma Clinic Nylstroom E Mob 1 Nylstroom LA Clinic Nylstroom S Mob 1 Phagameng Clinic Vaalwater Clinic
		Modimolle LM Total =06
	Mogalakwena LM	Armoed Clinic Bakenberg Clinic Bakenberg Mob 1 Bakenberg Mob 2 Bakenberg Mob 3

District	Sub District	Facility
		Bakenberg Mob 4 Bavaria Clinic Bokwalakwala Clinic Chalema Clinic G Masebe Gateway Ga Madiba Clinic Gillumburg Mob 1 Gr Potgietersrus Mob 1 Jakkalskuil Clinic Koedoesrand Mob 1 Koedoesrand Mob 2 Koedoesrand Mob 3 Lekhureng Clinic Mabela Clinic Mahwelereng Clinic Mahwelereng Zone 2 Clinic Makgobe Clinic Mamaselela Clinic Mankuwe Clinic Mapela Clinic Mapela Mob 1 Mapela Mob 2 Mattanau Clinic Mokamole Clinic Mokopane Gateway Mosesetjana Clinic Paulos Clinic Phafola Clinic

District	Sub District	Facility
		Pholotji Clinic Manyoga clinic Potgietersrus Mob 1 Rebone Clinic Segole Clinic Sekgakgapeng Clinic Sekgakgapeng Mob 1 Sterkrivier Mob 1 Sterkwater Clinic Thabaleshoba CHC Tiberius Clinic Tsamahansi Clinic Vaalkop Clinic Weltevreden Clinic
	Mogalakwena LM Total=47	
	Mookgophong LM	Mookgophong CHC Mookgophong Clinic Palala Mob 1 Roedtan Clinic Roedtan Mob 1
	Mookgophong LM Total=05	
	Thabazimbi LM	Chromite Clinic Dwaalboom Clinic Kromdraai Clinic Northam Clinic Regorogile 1 Clinic Regorogile 2 Clinic Rooiberg Clinic

District	Sub District	Facility Swartklip Clinic Thabazimbi Clinic Thabazimbi Mob 1 Thabazimbi Mob 2 Thabazimbi Mob 3 Tshepong Clinic
	Thabazimbi LM Total=13	
Waterberg DM Total = 87		

List Tertiary, Regional, Specialized and district hospitals per district

DISTRICT	LOCAL MUNICIPALITY	HOSPITAL NAME	BED CAPACITY
Capricorn DM	Blouberg LM	Helene Franz Hospital	133
	Polokwane LM	Pietersburg hospital	504
		Mankweng Hospital	509
		Seshego Hospital	180
		W.F Knobel Hospital	110
	Lepelle Numpi LM	Lebowakgomo Hospital	220

DISTRICT	LOCAL MUNICIPALITY	HOSPITAL NAME	BED CAPACITY
		Thabamooopo Hospital	400
	Molemole LM	Botlokwa Hospital	56
Mopani DM	Ba-Phalaborwa	Maphutha L Malatji hospital	104
	Greater Giyani	Evuxakeni Hospital	354
		Nkhensani Hospital	246
	Greater Letaba LM	Kgapane Hospital	178
	Maruleng LM	Sekororo Hospital	132
	Greater Tzaneen LM	Letaba Hospital	316
		CN Phatudi Hospital	140
Van Velden Hospital		74	
Sekhukhune DM	Ephraim Mogale LM	Matlala Hospital	120
	Elias Motswaladi LM	Groblersdal Hospital	52
		Philadelphia Hospital	286
	Makhudu Thamaga LM	Jane Furse Hospital	200
		St Ritas Hospital	295
	Greater Tubatse	Dilokong Hospital	186
		Mecklenburg Hospital	121
Vhembe DM	Makhado LM	Elim Hospital	320
		Louis Trichardt Hospital	55
	Musina	Messina Hospital	80
	Mutale LM	Siloam Hospital	220
		Donald Fraser Hospital	286
	Thulamela LM	Hayani Hospital	233
		Malamulele Hospital	195
Tshilidzini Hospital		400	

DISTRICT	LOCAL MUNICIPALITY	HOSPITAL NAME	BED CAPACITY
Waterberg DM	Bela-Bela LM	Warmbaths hospital	133
	Lephalale LM	Ellisras Hospital	120
		Witpoort Hospital	59
	Modimolle LM	FH Odendaal hospital	122
		MDR TB Unit	62
	Mogalakwena LM	Mokopane Hospital	266
		Voortrekker Hospital	91
		George Masebe Hospital	143
	Thabazimbi LM	Thabazimbi Hospital	55

Emergency Medical Services per district

No.	District Area	Station	Station Location
1	CAPRICORN DM	Alldays	Alldays clinic premises
2		Botlokwa	Botlokwa hospital premises
3		Dendron	Operating from Helene Franz EMS
4		Helene Franz	Helene Franz hospital premises
5		Lebowakgomo	Public works premises
6		Mashashane	EMS yard in Ladanna
P		Polokwane	EMS yard in Ladanna
8		Ratshaatshaa	Ratshaatshaa Health Centre premises
9		W.F Knobel	W.F Knobel hospital premises
10		Zebediela	Groothoek hospital premises
11		EMS College	Polokwane hospital premises
12		Capricorn ECC	EMS yard in Ladanna

13		Mankweng	Mankweng hospital premises
14		Moletji	Moletjie clinic premises
1	VHEMBE:DM	Musina	Musina Fire Department premises
2		Majosi	Marseilles clinic [Majosi] premises
3		Makhado	LTT Memorial hospital premises
4		Makuya	Makuya clinic premises
5		Malamulele	Malamulele hospital premises
6		Masisi	Masisi clinic premises
7		Siloam	Siloam hospital premises
8		Thohoyandou	EMS yard in Thohoyandou
9		Tshaulu	Tshaulu clinic premises
10		Mutale	Mutale Old clinic premises
11		Vhembe ECC	EMS premises in Thohoyandou
1	MOPANI:DM	Dr C.N Phatudi	Dr. C.N Phatudi Hospital premises
2		Dzumeri	Dzumeri clinic premises
3		Giyani	Giyani Health Centre premises
4		Grace Mogodeni	Grace Mugodeni Health Centre
5		Hoedspruit	Hoedspruit Fire Department
6		Kgapane	Kgapane hospital premises
7		Phalaborwa	Maphutha Malatji hospital premises
8		Raphahlelo	Raphahlelo Old agriculture building
9		Sekororo	Sekororo hospital premises
10		Tzaneen	Van Velden hospital premises
11		Mopani ECC	Sekororo hospital premises
1	SEKHUKHUNE: DM	Bosele	Mosterlosie Municipal premises
2		Dilokong	Dilokong hospital premises
3		Groblerdal	Groblerdal hospital premises
4		Jane Furse	Jane Furse hospital premises
5		Leboeng	Leboeng SAPS premises
6		Masemola	Masemola clinic premises

7		Matlala	Matlala hospital premises
8		Mecklenburg	Mecklenburg hospital premises
9		Nchabeleng	Nchabeleng Health Centre premises
10		Philadelphia	Philadelphia hospital premises
11		Roosenekal	Roosenekal clinic premises
12		Zaaiplaas	Zaaiplaas EMS premises
13		Sekhukhune ECC	Jane Furse hospital premises
14		Schoonoord	Public works premises
1	WATERBERG:DM	Bela-Bela	Bela Bela hospital premises
2		George Masebe	George Masebe hospital premises
3		Lephalale	Lephalale hospital premises
4		Modimolle	Modimolle Public works premises
5		Mokopane	Voortrekker hospital premises
6		Mookgopong	Outside hospital premises
7		Northam	Northam clinic premises
8		Pienaarsrivier	Pienaarsrivier clinic premises
9		Rebone	Rebone clinic premises
10		Thabazimbi	Thabazimbi hospital premises
11		Vaalwater	Outside hospital premises
12		Witpoort	Witpoort hospital premises
13		Waterberg ECC	Modimolle MDR hospital premises

ANNEXURE 4 – Malaria Stations per district

Malaria station name	District
Mogalakwena	Capricorn

Malaria station name	District
Bellevue	Mopani
Bendstore (Ngove)	Mopani
Dr CN Phatudi Malaria Camp	Mopani
Dzumeri	Mopani
Hlaneki (Ngove)	Mopani
Makhushane	Mopani
Makhuva	Mopani
Mamitwa	Mopani
Mapayeni	Mopani
Metz South (The Willows)	Mopani
Mokgwati	Mopani
Nkomo	Mopani
Riverside (Matswi)	Mopani
Metz North (Sekororo)	Mopani
Carlotta	Mopani

Malaria station name	District
Malaria Head Quarters Tzaneen	Mopani
Thomo	Mopani
Maphuta Malatji	Mopani
Naboomkoppies	Sekhukhune
Boltman east (Malamulele Clinic)	Vhembe
Boltman West (Malamulele Clinic)	Vhembe
Ribungwane West (Bungeni)	Vhembe
Dzanani	Vhembe
Hayani Malaria Office	Vhembe
Magwedza east & west Tshilivho)	Vhembe
Makonde	Vhembe
Makuya	Vhembe
Masisi	Vhembe
Mhinga	Vhembe
Ntlhaveni	Vhembe

Malaria station name	District
Nwanedi	Vhembe
Ribungwane east (Tiyani)	Vhembe
Shirindi	Vhembe
Tshaulu	Vhembe
Tshimbupfe	Vhembe
Witpoort	Waterberg

Technical Vocational Education & Training (TVET) Colleges per District

DISTRICT	TVET
CAPRICORN	<ol style="list-style-type: none"> 1. Polokwane 2. Senwabarwana 3. Seshego 4. Lebowakgomo 5. Botlokwa
MOPANI	<ol style="list-style-type: none"> 1. Giyani

	<ol style="list-style-type: none"> 2. Maake 3. Tzaneen 4. Phalaborwa 5. Sir van Duncan
SEKHUKHUNE	<ol style="list-style-type: none"> 1. CS Barlow 2. CN Phatudi
VHEMBE	<ol style="list-style-type: none"> 1. Makwarela 2. Tshisimane 3. Mavoi 4. Mashamba
WATERBERG	<ol style="list-style-type: none"> 1. Mahwelereng 2. Lephalale