



**INVITATION FOR BID**

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

<b>BID NUMBER:</b>	<b>RFB070/24/25</b>	
<b>CLOSING DATE:</b>	<b>25 APRIL 2025</b>	
<b>CLOSING TIME:</b>	<b>11:00 AM</b>	
<b>PUBLIC TENDER OPENING:</b>	<b>DATE: 25 APRIL 2025</b> <b>TIME: 11:30 AM</b> <b>VENUE: NATIONAL HEALTH LABORATORY SERVICE</b> <b>1 MODDERFONTEIN ROAD</b> <b>SANDRINGHAM</b>	
<b>BID VALIDITY PERIOD:</b>	<b>180 days (commencing from the RFB Closing Date)</b>	
<b>IMPORTANT:</b>	<b>COMPULSORY BRIEFING SESSION WILL BE HELD ON:</b> <b>Date: 04 APRIL 2025</b> <b>Time: 10:00 AM</b> <b>Venue: NHLS MAIN RECEPTION</b> <b>1 MODDERFONTEIN ROAD, SANDRINGHAM,</b> <b>JOHANNESBURG.</b> <u><b>PLEASE NOTE THAT LATE COMING WILL NOT BE ACCEPTED</b></u> All questions must be sent per e-mail to <a href="mailto:manare.malekutu@nhls.ac.za">manare.malekutu@nhls.ac.za</a> on or before <b>08 April 2025</b>	
<b>DESCRIPTION:</b>	<b>APPOINTMENT OF SERVICE PROVIDERS FOR THE LEGAL COLLECTION, TREATMENT AND DISPOSAL OF HEALTH CARE RISK WASTE AT THE NHLS FOR A PERIOD OF FIVE (5) YEARS.</b>	
<b>BID DOCUMENTS MUST BE MARKED WITH THE FOLLOWING:</b>	<b>OR</b>	<b>DEPOSITED IN THE BID BOX SITUATED AT:</b>
<b>NHLS PROCUREMENT TENDER OFFICE</b>		
<b>RFB:070/24/25</b> <b>Bidders Name: _____</b> <b>RFB: Enclosed-Regret (delete N/A)</b> <b>Closing Date: _____</b>	<b>NHLS MAIN RECEPTION</b> <b>1 Modderfontein Road, Sandringham,</b> <b>Johannesburg.</b>	

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

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

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

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

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

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED).**

<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE:	NUMBER:	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER:	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
	TCS PIN:	<b>OR</b>	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	<input type="checkbox"/> Yes  <input type="checkbox"/> No [TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No [TICK APPLICABLE BOX]
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			



SUPPLIER INFORMATION			
SIGNATURE OF BIDDER		Date:	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
DEPARTMENT/ PUBLIC ENTITY			
CONTACT PERSON			
TELEPHONE NUMBER			
FACSIMILE NUMBER			
E-MAIL ADDRESS			

**Contents**


---

<b>1. Confidential information disclosure notice .....</b>	<b>5</b>
<b>2. Introduction.....</b>	<b>5</b>
<b>3. Definitions .....</b>	<b>5</b>
<b>4. Acronyms and abbreviations .....</b>	<b>9</b>
<b>5. General Rules and Instructions .....</b>	<b>9</b>
<b>6. Response format.....</b>	<b>13</b>
<b>7. Key personnel .....</b>	<b>14</b>
<b>8. Reasons for Disqualification.....</b>	<b>14</b>
<b>9. Bid Preparation.....</b>	<b>14</b>
<b>10. Oral presentations and Briefing Sessions .....</b>	<b>14</b>
<b>11. General Conditions of Bid and Conditions of Contract .....</b>	<b>15</b>
<b>12. EVALUATION CRITERIA AND METHODOLOGY .....</b>	<b>20</b>
<b>ANNEXURE A: Technical Specification .....</b>	<b>24</b>
<b>ANNEXURE B: Pricing Schedule .....</b>	<b>73</b>
<b>ANNEXURE C: Bidder’s Disclosure (SBD4).....</b>	<b>78</b>
<b>ANNEXURE D: Preferential Procurement Claim Form (SBD6.1) .....</b>	<b>81</b>
<b>SWORN AFFIDAVIT: B-BBEE QUALIFYING SMALL ENTERPRISE: GENERAL .....</b>	<b>89</b>
<b>ANNEXURE E: Government Procurement: General Conditions of Contract – July 2011 .....</b>	<b>93</b>

**1. Confidential information disclosure notice**

1.1 This document may contain confidential information that is the property of the NHLS and the Client.

1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from NHLS and the Client.

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

**2. Introduction**

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

**2.2 Queries**

2.2.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, and to the contact person\_email address number listed below on or before **08 April 2025**. Under no circumstances may any other employee within NHLS be approached for any information. Any such action might result in a disqualification of a response submitted in competition to the RFB. NHLS reserves the right to place responses to such queries on the website.

<b>QUERIES:</b> Manare Malekutu	Telephone	011 555 0580
	E-mail	<a href="mailto:manare.malekutu@nhls.ac.za">manare.malekutu@nhls.ac.za</a>

**3. Definitions**

3.1 National Health Laboratory Services [hereinafter referred to as NHLS] is a public health laboratory service with laboratories across South Africa. Its activities comprise diagnostic laboratory services, research, teaching and training, and production of sera for anti-snake venom, reagents and media.

3.2 NHLS was established in 2001 by an Act of Parliament to provide diagnostic pathology laboratory services to the National and Provincial Health Department.

3.3 **“Acceptable Bid”** - means any bid, which, in all respects, complies with the specifications and conditions of the RFB as set out in this document.

3.4 **“B-BBEE”** – means broad bases black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

- 3.5 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 3.6 **“Bid”** - means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods through price quotations, advertised bidding processes or proposals.
- 3.7 **“Bidders”** - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by NHLS to submit a bid in response to this bid invitation.
- 3.8 **“Broad-Based Black Economic Empowerment Act”** – means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 3.9 **“Client”** - means the goods or services requestor.
- 3.10 **“Comparative Price”** - Means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 3.11 **“Consortium”** - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.
- 3.12 **“Contractor Agent”** - means any person mandated by a Prime Contractor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the Prime Contractor and thereby acquire rights for the Prime Contractor or consortium/joint venture against NHLS or an organ of state and incur obligations binding the Prime Contractor or consortium/joint venture in favour of NHLS or an organ of state.
- 3.13 **“Disability”** - means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 3.14 **Designated group means –**
- (a) Black designated groups;
  - (b) Black people;
  - (c) Women
  - (d) People with disabilities; or
  - (e) Small enterprises as defined section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996)

- 3.15 **“Designated sector”** means – a sector, sub-sector or industry or product designated by the Department of Trade and Industry.
- 3.16 **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 3.17 **“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.
- 3.18 **“Goods”** – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to NHLS or NHLS’s delegate by the Successful Bidder in terms of this bid.
- 3.19 **“Historically Disadvantaged Individual” (HDI)** - means a South African citizen:
- 3.19.1 Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983, (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (the Interim Constitution); and/or;
- 3.19.2 who is a female; and/or;
- 3.19.3 who has a disability;
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution is deemed not to be an HDI.
- 3.20 **“Joint Venture”** - (Project) means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.
- 3.21 **“Management”** - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 3.22 **“Military veteran”**- has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).
- 3.23 **“Non-firm Price(s)”** - means all price(s) other than “firm” price(s).
- 3.24 **“Organ of State”** - means a National Department or Provincial Administration as stipulated in Schedules 1 and 2 of the Public Service Act, Act 93 of 1994 (as amended).

- 3.25 **“Person(s)”** - refers to a natural and/or juristic person(s).
- 3.26 **“Price”**- includes all applicable taxes less all unconditional discounts;
- 3.27 **“Prime Contractor”** – means any person (natural or juristic) who forwards an acceptable proposal in response to this RFB with the intention of being the main contractor should the proposal be awarded to him/her.
- 3.28 **“Proof of B-BBEE status level of contributor”** means -
- (a) B-BBEE Status level certificate issued by an authorized body or person;
  - (b) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; and
  - (c) Any other requirement prescribed in terms of the B-BBEE Act.
- 3.29 **“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;
- 3.30 **“Rand Value”** - means the total estimated value of a contract in South African currency, calculated at the time of invitations and includes all applicable taxes and excise duties.
- 3.31 **“Rural Area”** means –
- (a) A sparsely populated area in which people farm or depend on natural resources, including villages and small town that are dispersed through the area; or
  - (b) An area including a large settlement which depends on migratory labour and remittances and government social grants for survival and may have a traditional land tenure system.
- 3.32 **“SMME”** – bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
- 3.33 **“Stipulated minimum threshold”** means – the minimum threshold stipulated for local production and content.
- 3.34 **“Sub-contract”** means - the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3.35 **“Subcontractor”** - means any person (natural or juristic) who is subcontracted a portion of an existing contract by a Prime Contractor.
- 3.36 **“Successful Bidder”** - means the organization or person with whom the order is placed and who is contracted to execute the work as detailed in the bid.
- 3.37 **“Township”** means – an urban living area that any time from late 19<sup>th</sup> century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantage individuals post 27 April 1994.



3.38 “Youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

#### 4. Acronyms and abbreviations

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

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

#### 5. General Rules and Instructions

##### 5.1 Confidentiality

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

5.1.2 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information

(including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

- 5.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of NHLS (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 5.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent NHLS's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, NHLS shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 5.1.5 Any documentation, software or records relating to confidential information of NHLS, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
- 5.1.5.1 shall be deemed to form part of the confidential information of NHLS;
- 5.1.5.2 shall be deemed to be the property of NHLS;
- 5.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- 5.1.5.4 shall be surrendered to NHLS on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

## **5.2 News and press releases**

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

## **5.3 Precedence of documents**

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

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

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

#### **5.4 Preferential Procurement Reform**

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

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

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

#### **5.5 National Industrial Participation Programme**

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

#### **5.6 Language**

5.6.1 Bids shall be submitted in English.

#### **5.7 Gender**

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

#### **5.8 Headings**

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

#### **5.9 Security clearances**

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

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

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

#### **5.11 Formal contract**

- 5.11.1 This RFB, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalised between NHLS and/or its clients and the enterprise(s) to whom NHLS awards the bid in whole or in part.
- 5.11.2 Any offer and/or acceptance entered verbally between NHLS and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

#### **5.12 Instructions for submitting a proposal**

- 5.12.1 One (1) original, one (1) hard copy and 1 (one) electronic copy on compact disk (CD) in Portable Document Format (PDF) of the Bid shall be submitted on the date of closure of the Bid.
- Pricing: Bid Price must be submitted in a separate envelop and marked clearly as follows: RFB number, RFB description and bidder's name).** One (1) original, one (1) hard copy and 1 (one) electronic copy on compact disk (CD/ USB) in Portable Document Format (PDF) of the Bid shall be submitted on the date of closure of the Bid.

The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

- 5.12.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.
- 5.12.3 Bids must be submitted in a prescribed response format herewith reflected as **Response Format**, and be sealed in an envelope clearly marked.
- 5.12.4 Bids that are too large to fit into the tender box must be handed in at the reception desk during office hours from 08:00- 16:30 or before 11:00 on the closing date.

- 5.12.5 All Bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date, **25 April 2025 and stipulated time, 11h00 am.**
- 5.12.6 Bids received after the time stipulated shall not be considered.
- 5.12.7 Bid responses sent by post or courier must reach this office at least **36 hours** before the closing date to be deposited into the proposal box. Failure to comply with this requirement shall result in your proposal being treated as a “late proposal” and shall not be entertained. Such proposal shall be returned to the respective bidders.
- 5.12.8 **No proposal shall be accepted by NHLS if submitted in any manner other than as prescribed above.**

## **6. Response format**

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

### **6.2 Schedule Index:**

- 6.2.1 **Schedule 1:** Pages 1 – 21 of this RFB document

- 6.2.2 **Schedule 2:** Mandatory Documents

- 6.2.2.1 An original valid Tax Clearance Certificate or a Tax Compliance Status letter (with pin) issued by the South African Revenue Services or a CSD Report reflecting active Tax Clearance Compliance status.  
If a Consortium, Joint Venture, an original valid Tax Clearance Certificate or a Tax Compliance Status letter (with pin) issued by the South African Revenue Services or a CSD Report reflecting active Tax Clearance Compliance status must be submitted for each member.

- 6.2.2.2 Central Supplier Database (CSD) Registration Report

- 6.2.2.3 General Conditions of Contract (Annexure E)

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

- 6.2.4 **Schedule 4:** Technical/Functionality

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

- 6.2.6 **Schedule 6:** Bidder’s Disclosure SBD 4 (Annexure D)

- 6.2.7 **Schedule 7:** Bidder Profile:

- 6.2.7.1 Credentials of the company/consortium members etc.

- 6.2.7.2 Structure of the company/ consortium members etc.

- 6.2.7.3 Partnership agreements/contracts

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

### **6.3 Bidder background information materials:**

- 6.3.1 Bidder Operating Organisation – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.
- 6.3.2 Standards – Include information regarding your firm’s utilization of widely known Industry Standards and guidelines, as they apply to your firm, your firm’s proposal and proposed hardware assets.
- 6.3.3 Company Contact(s) – Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company’s contact person, and for any sub-Contractors.
- 6.3.4 Corporate Financial Solvency - Provide solvency statement signed by a qualified independent auditor that the financial position of the company is sound and that the company will be able to mobilise financial resources to deliver the project.

## 7. Key personnel

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

## 8. Reasons for Disqualification

- 8.1 NHLS reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:
  - 8.1.1 bidders who submitted but did not sign the mandatory documents;
  - 8.1.2 bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, B-BBEE credentials, experience, etc.;
  - 8.1.3 bidders who received information not available to other vendors through fraudulent means;
  - 8.1.4 bidders who do not comply with **mandatory requirements** as stipulated in this RFB; and
  - 8.1.5 bidders who fail to price according to the costing template provided;
  - 8.1.6 bidders who failed to attend the compulsory briefing session.

## 9. Bid Preparation

- 9.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.
- 9.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed **RFB Response Format**.
- 9.3 Telephonic, faxed, e-mailed or oral tenders shall not be accepted.

## 10. Oral presentations and Briefing Sessions

- 10.1 Bidders who submit Bids in response to this RFB may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to NHLS. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does

not include negotiation. NHLS shall schedule the time and location of these presentations. Oral presentations are an option of NHLS and may or may not be conducted and must not be construed as being successful in or awarded the tender.

**11. General Conditions of Bid and Conditions of Contract**

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

**NOTE: It is mandatory for bidders to complete or answer this part fully (11.2 to 11.34); otherwise, their bid shall be treated as incomplete and shall be disqualified. Refer to paragraph 8 of this document (reasons for disqualification).**

11.2

This bid is subject to the General Conditions of Contract stipulated in this document.	<b>Accept</b>	<b>Do not Accept</b>

11.3

The laws of the Republic of South Africa shall govern this RFB and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	<b>Accept</b>	<b>Do not Accept</b>

11.4

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

11.5

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

11.6

In the case of Consortium, Joint Venture, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	<b>Accept</b>	<b>Do not Accept</b>

11.7

In the case of Consortium, Joint Venture, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.	<b>Accept</b>	<b>Do not Accept</b>

11.8

NHLS reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	<b>Accept</b>	<b>Do not Accept</b>

11.9

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

11.10

By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.	<b>Accept</b>	<b>Do not Accept</b>

11.11

Where applicable, NHLS reserves the right to conduct benchmarks on product/services offered during and after the evaluation.	<b>Accept</b>	<b>Do not Accept</b>

11.12

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

11.13

Where the bid calls for commercially available solutions, bidders who offer provide future based solutions will be disqualified.	<b>Accept</b>	<b>Do not Accept</b>

11.14

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



11.15

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

11.16

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

11.17

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

11.18

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

11.19

Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, and an Amendment to the RFB will be issued. Bidders will be required to utilise the latest Amendment in preparation of their bid response.	<b>Accept</b>	<b>Do not Accept</b>

11.20

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

11.21

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

11.22

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	<b>Accept</b>	<b>Do not Accept</b>

11.23

No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	<b>Accept</b>	<b>Do not Accept</b>

11.24

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

11.25

Prior to the award of any tender or contract the NHLS will check the Prohibition status of recommended suppliers/ service providers on the Treasury website ( <a href="mailto:restricted@treasury.gov.za">restricted@treasury.gov.za</a> ) as well as the Treasury Register for Tender Defaulters ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> )	<b>Accept</b>	<b>Do not Accept</b>

11.26

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

11.27

<p>The NHLS may, in addition to any other remedy that it may have against the bidder or person:</p> <ul style="list-style-type: none"> <li>• Disqualify the bidder or person from the bidding process;</li> <li>• Recover all costs, losses or damages it has incurred;</li> <li>• or suffered as a result of that person's conduct;</li> <li>• Cancel the contract and claim any damages which it;</li> <li>• has suffered as a result of having to make less;</li> <li>• favourable arrangements due to such cancellation;</li> <li>• Restrict the bidder or contractor, its shareholders;</li> <li>• and directors, or only the shareholders and directors;</li> <li>• who acted on a fraudulent basis, from obtaining business;</li> <li>• from any organ of state for a period not exceeding 10;</li> <li>• years, after applying the audi alteram partem (hear the other side) rule;</li> <li>• Forward the matter for Blacklisting by Treasury; and</li> <li>• Forward the matter for criminal prosecution</li> </ul>	<b>Accept</b>	<b>Do not Accept</b>

11.28

If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	<b>Accept</b>	<b>Do not Accept</b>

11.29

The bidders' response to this Tender, or parts of the response, shall be included as a whole or by reference in the final contract.	<b>Accept</b>	<b>Do not Accept</b>

11.30

NHLS has discretion to extend the validity period should the evaluation of this bid not be completed within the stipulated validity period.	<b>Accept</b>	<b>Do not Accept</b>

11.31

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

11.32

Should the bidder change any wording or phrase in this document, the bid shall be deemed unresponsive and may lead to the disqualification of the bid response.	<b>Accept</b>	<b>Do not Accept</b>

11.33

The cost validation for Analysers and reagents for the validation will be borne by the supplier and NHLS will not be charged for this.	<b>Accept</b>	<b>Do not Accept</b>

11.34

No alternative tender offers will be considered.	<b>Accept</b>	<b>Do not Accept</b>

## **12. EVALUATION CRITERIA AND METHODOLOGY**

### **12.1 Evaluation of tenders and selection of contractors'/service providers**

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

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

12.1.2. Next steps of evaluation is Administrative pre-qualification verification and the "technical" or so called "functional" evaluation which is purely based on NHLS specifications (Annexure 2) and Scope of Work. NHLS

end-user department (who *requested the bid*), Procurement Services, Finance and subject specialists are part of the Cross Functional Evaluation Team (CFET) meeting which is chaired by Quality Assurance (QA). *All the members of the CFET must complete Declaration of Interest forms and must recuse themselves in case of any conflict of interest.*

- 12.1.3 The final stage of evaluation is done after the CFET has reached their verdict and is done by NHLS Procurement Services and separately from the CFET meeting. B-BBEE score (commercial evaluation) is being added in order to get the final order of merit for the bidders being evaluated.
- 12.1.4 Bidders that score the minimum threshold are recommended and submitted to the NHLS Tender Adjudication Committee (TAC) for adjudication and the bid **MUST** be awarded to the bidder who scored the highest points (Merit 1) during the CFET and Commercial evaluation(B-BBEE). *All the members of the CFET must complete Declaration of Interest forms and must recuse themselves in case of any conflict of interest. **Should the TAC decide on a bidder other than Merit 1, this decision must be motivated as a Deviation from NHLS Policy & procedure and Treasury must be advised accordingly.***
- 12.1.5 The CEO of the NHLS must finally approve the recommendation by the TAC, in his capacity as the Accounting Officer.
- 12.1.6 Details of the successful bidder to be advertised in the Government Tender Bulletin.
- 12.1.7 Suppliers must accept the Terms & Conditions of our contract(s) which will result from the RFB document". RFB conditions and pricing shall be fixed and firm from RFB closing date to the end of contract.

## 12.2 BID EVALUATION STAGES

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

Stage 1: Administrative compliance verification.


Stage 2: Technical Mandatory evaluation.


Stage 3: Technical Functionality

Stage 4: Price / Specific goals evaluation.

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

## 12.3 ADMINISTRATIVE COMPLIANCE

 **Administrative compliance/responsiveness will be tested based on returnable documents submitted and signatures on the Bid documents.**

 **At this stage, it must be determined what documents are required to be returned by Bidders. Returnable documents are categorised as follows:**

**ADMINISTRATIVE COMPLIANCE REQUIREMENTS**

**a) Mandatory Returnable documents**

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

1. Proof of Attendance of Compulsory Briefing session	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder is to indicate whether they attended the Compulsory Briefing session.</b>		

**b) Essential Returnable Documents**

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

2. Fully completed and signed Bidder's Disclosure SBD 4	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response the signed Bidder's Disclosure` SBD 4</b>		

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

4. Preferential Procurement Claim form and copy of the B-BBEE Verification Certificate(s) issued by an authorised body or person or a sworn affidavit prescribed by the B-BBEE Codes of Good Practice.	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response a copy of a valid certificate.</b>		

5. Submission of original valid Tax Clearance Certificate, a Tax Compliance Status letter (with pin) issued by the South African Revenue Services, or a CSD Report reflecting active Tax Clearance Compliance status.	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response a copy of a valid certificate.</b>		

6. Proof of Central Supplier Database (CSD) Registration	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit a CSD Report with the bid response.</b>		

7. Audited financial statements not older than two years.	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach a financial statement not older than two (2) years with the bid response.</b>		

**12.4** The evaluation of the Bids shall be based on the 90/10 PPPFA principle and the points for evaluation criteria are as follows:

Price points	90
Specific goals	10
<b>Total</b>	<b>100 points</b>

## ANNEXURE A: Technical Specification

---

### 1 SPECIAL INSTRUCTIONS TO VENDORS

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

### ACRONYMS AND ABBREVIATIONS

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



## 2 BACKGROUND

2.1 NHLS operates 349 laboratories in 262 sites (in many instances, more than one laboratory per site and in some cases more than one pick-up point per site) and is represented in all nine provinces in South Africa. These numbers and locations of facilities may change from time to time and the services will need to be amended accordingly. For management purposes the NHLS' is divided into 7 service areas, namely:

- (a) Eastern Cape
- (b) Free State and North West
- (c) Gauteng
- (d) Institutes and Corporate (SAVP, NICD, NIOH & DMP)
- (e) Kwazulu-Natal
- (f) Limpopo and Mpumalanga
- (g) Western and Northern Cape
- (h) Forensic Chemistry Laboratories (FCL)

A list of the laboratories and their location and other general information pertaining to the organisation is available in Appendix 2

As part of their day-to-day activities and services, the laboratories generate health care risk waste.-Health Care Risk Waste (HCRW) is highly regulated in South Africa as per Appendix 5. The NHLS as the generator of HCRW has the responsibility to ensure that the waste is safely and legally contained, stored, collected, transported, treated and disposed of.

## 3. SCOPE OF WORK

### 3.1 Detailed Scope of the tender, in general terms include:

- (a) Confirmation of waste streams generated, the type of containers required per facility, frequency of delivery and collection, and confirmation of waste collection points
- (b) Supply and distribution of the consumables identified as per point (a) above required for the proper storage, collection and removal of waste (Appendix 2)
- (c) Provision of consultancy services (Appendix 1) where necessary
- (d) Safe and efficient collection of identified waste streams from the waste collection points at the identified NHLS facilities
- (e) Safe and legal transportation of waste to legally authorized hazardous waste treatment facilities
- (f) Safe and legal treatment of waste at legally authorised hazardous waste treatment facilities
- (g) Safe and legal transportation and disposal of treated waste residues at legally authorized disposal facilities

- (h) Initial Once-off training programme on the segregation, containers, storage and safe handling of waste streams to the staff as required by the relevant Area Manager or the NHLS representative.
- (i) Reporting to relevant authorities as required by legislation.
- (j) Reporting to the appointed NHLS representatives as per this specification.
- (k) Convening and / or attending meetings and liaising with the relevant NHLS representatives as and when required.
- (l) Interfacing with the managers or appointed officials in the identified facilities, regional offices and the NHLS SHE office in securing a safe and efficient management of waste.
- (m) The service provider must notify the NHLS of any changes to third party service provider or subcontractor used for treatment and disposal of waste.

### 3.2 Waste Streams

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

- a) Packaging contaminated with biological agents
- b) Infectious Waste
- c) Sharps Waste
- d) Anatomical/ Pathological Waste
- e) Isolation / Formidable Epidemic Disease Waste (as a subcategory of HCRW requiring special precautions)
- f) Used or unwanted HEPA filters from “dirty areas” of a laboratory or laboratory equipment
- g) Liquid waste

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

### 3.3 SEGREGATION AND PACKAGING

3.3.1 The service provider shall supply containers that are tested and certified in terms of SANS 10229-1 to ensure safe and environmentally sound segregation, storage and transportation of waste streams. The service provider may during contracting be requested to submit proof that container comply with SANS 10229-1.

3.3.2 The recommended service provider/s shall identify waste streams and related containers required as well as delivery points within 30 calendar days of signing of the contract.

3.3.3 The packaging shall be of a design and structure that will, during handling, prevent deformation, leakage or sifting of the contents because of vibration, stacking or environmental conditions.

3.3.4 The packaging material shall be of a quality that is not susceptible to the adverse damage by the contents or be liable to form dangerous compounds with the contents.

3.3.5 The service provider shall ensure that waste intended for transportation outside the NHLS facilities is:

- (a) Identified and classified in terms of the SANS 10228 and SANS 10234.
- (b) Packaged and labelled in terms of the SANS 10229-1, SANS 10233 and SANS 10248-1.

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

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

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

3.3.7 NHLS will place orders for containers based on the description as contained within the costing model to standardise the inventory list within the organisation.

3.3.8 It must be noted that special containers may be required in unusual circumstances or for highly specialised purposes. It is the responsibility of service provider to source the container when required. The NHLS reserves the right to source these containers from other suppliers should the service provider not be able to provide such a service or be found to be more expensive, which alternative supplier will also be required to remove container and dispose of the waste legally.

3.3.9 The service provider shall be required to collect, treat and/or dispose the waste contained in special containers provided as referred to in paragraph 3.3.7 above and separately cost the services provided.

#### 3.4 WASTE CONTAINERS DELIVERY AND COLLECTION POINTS

- 3.4.1 The service provider shall, in consultation with each Facility Manager/ NHLS appointed representative confirm the location of the waste collection point(s). The service provider shall identify waste streams and related containers required as well as delivery points within 30 calendar days of signing of the contract.
- 3.4.2 The service provider shall, in conjunction with the next collection round, deliver all containers ordered to the identified NHLS facility and/or agreed delivery point.
- 3.4.3 The service provider shall, collect waste containers from the agreed NHLS waste storage areas.
- 3.4.4 The service provider shall within 5 working days of the signing of the contract liaise with each Facility Manager/ NHLS representative to negotiate acceptable delivery times and locations to which containers shall be delivered.
- 3.4.5 New containers may only be delivered using the same vehicle used for collection of waste if they are effectively separated from the waste being transported to prevent the contamination thereof.
- 3.4.6 The service provider may carry out a partial delivery of an order of waste containers by splitting it into several deliveries; insofar that there is sufficient supply for daily consumption of any item(s) ordered and subject to the approval of the relevant Facility Manager/ NHLS appointed representative.
- 3.4.7 Irrespective of the mode of transport during delivery, the service provider will remain responsible for ensuring that new containers are not contaminated during the transportation and delivery thereof.

### **3.5 TRACKING OF WASTE CONTAINERS**

- 3.5.1 The service provider shall put in place a tracking system for waste containers delivered and collected from NHLS facilities.
- 3.5.2 The service provider shall ensure that at all time during the contract period, accurate records of all waste containers delivered and removed from NHLS facilities are kept and made available to the Facility Manager/ NHLS appointed representative when required.
- 3.5.3 Waste containers placed inside an approved dangerous goods vehicle (s) shall by means of a bar coded tracking system, be linked to the vehicle collecting the waste from NHLS facilities from point of collection to treatment and/ or disposal that is in turn to be tracked by satellite.

### **3.6 STORAGE, WEIGHING AND COLLECTION OF WASTE**

- 3.6.1 The NHLS facilities are responsible for the containing and internal transport of the waste from the point of generation to the waste collection point.
- 3.6.2 A waste collection point for NHLS facilities will generally be a storage room / area designated for storage of waste, where waste is stored internally pending removal for treatment and/ or disposal. Facilities may due to their size or locations, have more than one waste collection point.
- 3.6.3 The Service provider shall deliver waste containers and collect waste from the NHLS facilities as per the schedule agreed to by the Facility Manager/NHLS appointed representative.

- 3.6.4 The service provider shall ensure that waste is collected within schedule so as not to exceed the time limits between waste generation, storage and treatment or disposal as indicated in the relevant legislation and SANS 10248-1.
- 3.6.5 Notwithstanding the storage and treatment periods stipulated in the relevant legislation and SANS 10248-1, waste shall be collected as per agreement with each Facility Manager/ NHLS appointed representative.
- 3.6.6 The service provider shall deliver the waste containers and/ or collect the waste between 08:00 and 16:30 on the days agreed to with the Facility Manager/ NHLS appointed representative.
- 3.6.7 Should the collection day agreed to with the Facility Manager/ NHLS appointed representative fall on a public holiday the service provider must ensure that waste is collected the day before the public holiday. This must be done in consultation with the Facility Manager/ NHLS appointed representative.
- 3.6.8 The delivery of waste containers and the collection of waste outside of the agreed schedule shall take place only in agreement with the Facility Manager/NHLS appointed representative in writing.
- 3.6.9 The service provider shall for each collection of waste, generate a waste manifest document, which will be used for documenting the category, weight and quantities of waste collected in line with the requirements of the applicable legislation.
- 3.6.10 **Weighing of the Waste**  
The Contractor shall provide a suitable calibrated scale for weighing of the HCRW at the time of collection from each health site.

#### *3.6.10.1 Calibration of Scales*

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

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

#### *3.6.2.1 Weighing discrepancies*

- a) The weighing of the Waste performed at the NHLS site under the supervision of the Laboratory Manager or NHLS representative shall form part of the basis for payment for the collection, transport, treatment and disposal of the HCRW. To minimize the risk of human error during mass data recording when the HCRW is collected from the NHLS sites, preference is to be given to the electronic recording and transfer of data, provided that verification and authorization of the recorded masses can still be done by the Laboratory Manager or NHLS representative.

- b) The NHLS and the service provider shall use the completed and duly signed waste manifest to track the waste from the waste generator to the treatment and /or disposal facility; reporting to the NHLS and relevant authorities; and basis of payment for services rendered.
- c) The waste manifest document shall be in at least triplicate copies at the time and place of waste collection, with each copy signed by the Facility Manager/ appointed NHLS representative and the service provider. One signed copy of the waste manifest document shall be retained by the Facility Manager before the service provider leaves the NHLS facility.
- d) The service provider shall provide a destruction certificate or complete waste manifest indicating the collection, treatment and/or disposal of waste collected. This destruction certificate shall reflect the final legal treatment and disposal of all the waste reflected on the waste manifest.
- e) The complete and duly signed waste manifest/ destruction certificate is to be submitted to the Facility Manager/ NHLS appointed representative at the relevant NHLS facility as proof of safe and legal disposal of waste within 7 business days of the waste having been treated and/ or disposed.
- f) The NHLS shall hold the service provider liable for the waste recorded on the manifest document which was completed and signed at the waste collection point.
- g) The service provider shall ensure that all waste stored at any particular NHLS facility is removed on the day of collection and no waste remains behind.
- h) The service provider shall ensure that drivers of waste collection vehicles are provided with relevant tools to communicate with NHLS facilities in case of any delays in delivery of waste containers, waste collection, breakdowns or emergency situations.
- i) The service provider shall ensure that the collectors of waste representing the service provider are trained in the safe and legal handling of waste containers.
- j) Waste containers that are not properly handled e.g. containers that are damaged during loading into the dangerous goods vehicle as a result of mishandling by the waste collectors representing the service provider shall be the responsibility of the service provider. The service provider shall at its own cost provide replacement containers for the damaged waste containers and clean spillages that may arise from the damaged waste containers.
- k) The service provider shall ensure that waste is not left unattended at any given time between the time it is removed from the NHLS facilities' waste collection point and the time it is delivered to an authorised treatment plant, transit station and/ or a disposal site.

### **3.7 OFFSITE- TRANSPORTATION OF WASTE**

- 3.7.1 The service provider shall provide a vehicle to transport waste from NHLS facilities that complies with the requirements of the applicable legislation together with a driver who is trained and who is legally competent to drive dangerous goods.

- 3.7.2 The service provider shall ensure that the transporter of waste whether the service provider is the transporter, or the transporter is a sub-contractor to the service provider, is authorised in accordance with the requirements of the relevant legislation
- 3.7.3 The service provider shall ensure compliance with the Occupational Health and Safety legislation.
- 3.7.4 The service provider shall within 24 hours notify the relevant Facility Manager/ NHLS appointed representative and within the prescribed period notify any other authority as required by relevant legislation of any spillages or incident during the transportation of waste to an authorised waste treatment facility or disposal site.
- 3.7.5 The service provider shall ensure appropriate remedial action is taken to clean-up any spillages of waste during the transportation of waste to an authorised waste treatment facility or disposal site. This clean-up cost shall be at the cost of the service provider.

### **3.8 TREATMENT AND DISPOSAL OF THE WASTE**

- 3.8.1 Service providers where permitted and in terms of legislation must adhere to treatment technologies that promote reducing, recovery, re-use and recycling of waste that are not detrimental to or have minimal impact on the environment.
- 3.8.2 The service provider shall ensure that the waste treatment facility is authorised to treat the waste collected in terms of the relevant legislation.
- 3.8.3 The service provider shall ensure that the waste treatment facility has the capacity and the expertise to store and treat the waste collected.
- 3.8.4 The service provider must notify the NHLS of any changes to third party service provider or subcontractor used for treatment and disposal of waste.
- 3.8.5 The service provider shall ensure that the treatment facility where the waste is treated complies with the conditions of the compulsory authorizations.
- 3.8.6 During contracting the service provider shall :
  - (a) Provide a copy of a contingency plan that is acceptable to NHLS for any incidences that may be related to the containers, transportation, storage, treatment and disposal of waste collected from the NHLS facilities.
  - (b) Provide proof of an agreement (s) with the waste treatment facility where they are not the owners of the waste treatment facility and any agreement between the treatment facility and the disposal site /s to be used.
  - (c) Ensure that the waste disposal site where the waste collected from the NHLS facilities is to be disposed is authorized for disposal of the waste collected from the NHLS in terms of the relevant legislation.
  - (d) When required by the Facility Manager/ NHLS appointed representative provide proof of an agreement (s) with the owners of the disposal site, where they are not the owners of the waste disposal site.

- 3.8.7 The service provider shall ensure that no waste is illegally disposed after it has been collected from the NHLS facilities and during transportation to the treatment and/ or disposal facility.
- 3.8.8 The method of transportation of the treated waste residue shall be compatible with the type of residue generated to ensure that no danger, nuisance, inconvenience or damage is caused to people or the environment.
- 3.8.9 The service provider shall ensure that the transportation and disposal of the residue is conducted in accordance with relevant legislation and consents. This shall include the maximum storage times pending treatment

### **3.9 CONSULTANCY SUPPORT AND ON-SITE TRAINING**

- 3.9.1 The service provider shall in its interface with the NHLS facilities provide consultancy support which will entail provision of expert advice to the relevant Facility Manager/ NHLS appointed representative. Such advice will include advice and provision of information, on the appropriate use of any commodities or containers and the waste management system.
- 3.9.2 The service provider shall, as part of its responsibilities perform consultancy support activities as outlined in Appendix 1
- 3.9.3 The service provider shall at the implementation of the service or as and when required by the relevant Business Manager or the appointed representative at a location to be determined by the Business Manager or appointed representative provide initial training on the segregation, containment, storage and handling of the waste to identified staff. This training shall be at no additional cost to the NHLS.

### **3.10 MOBILISATION AND ROLLOUT**

- 3.10.1 Following the signing of the contract, the service provider shall, within 10 working days from contract date mobilise its staff, as well as acquire the necessary equipment and supplies. The mobilisation period shall further be used by the service provider to establish communication lines with each of the NHLS facilities as well as with the regional offices and the head office.
- 3.10.2 Rollout Period
- a) The recommended service provider/s shall identify waste streams and implement service related containers required as well as delivery points within 30 calendar days of signing of the contract.
  - b) The Contractor assumes responsibility for collecting, removing, treating and disposing of the HCRW from the Commencement of Service Date.
  - c) The Contractor shall during the 30 days' period phase in the Waste Management System at all the health sites. The Waste Management System shall be fully implemented at all the health sites in the country within the 30 days. Failure to achieve full implementation within the 30 days shall constitute a Service Failure. The Waste Management System shall be fully implemented at all the health sites in the country within the 30 days. Failure to achieve full implementation within the 30 days or failure to apply for extension thereof if full implementation within the 30 days would not be achieved shall constitute a Service Failure. The Waste



Management System shall be deemed to be fully implemented when all the HCRW is collected and transported.

- d) The service provider shall liaise with the Facility Manager/ NHLS appointed representative from each of the NHLS facilities during the mobilisation period and agree on the programme for implementation of the new waste management system at the respective NHLS facility.
- e) The service provider shall develop and submit to the NHLS a rollout plan for the service.

### 3.10.3 *Handover of Services*

- a) When the contract is approaching its end, the NHLS Representative shall liaise with the current contractor and the new contractor that will take over the Contractor's responsibilities, with the objective of ensuring a smooth and efficient transition of responsibilities to the new contractor. The Handover Period is the last 3 months of the Contract Period. This period may however be extended should the contract with the new service provider not be finalised.
- b) The Contractor shall during the Handover Period liaise with the facilities and ensure that available stocks of Waste containers are no more than three month's normal consumption for each individual facility.
- c) During the handover period the current service provider will be required to collect, treat and/ or dispose all their waste containers. Where NHLS facilities are commissioned or where existing facilities are closed, Appendix 2 Shall be amended by the NHLS during the service period.
- d) The NHLS shall give the Contractor written notice of any amendments to Annexure 2. The Contractor shall upon receiving such notice, liaise with the facilities added to the list and arrange with the NHLS and the facility for the commencement of Services at those facilities. Likewise, the Contractor shall in consultation with the NHLS and the facilities terminate its Services to the health sites that may be removed from the list.

## 3.11 REPORTING AND COMMUNICATION

- 3.11.1 The service provider will be required to regularly communicate and provide feedback to the NHLS through meetings, reports and other means to provide information as requested.
- 3.11.2 When the NHLS considers it necessary to convene a meeting for any reason the service provider shall, attend such meeting or at regular time periods to be agreed.
- 3.11.3 Communication by the contractor with the Laboratory Manager or NHLS representative as required
- 3.11.4 The service provider shall at all meetings be represented by an authorised personnel.
- 3.11.5 Summaries of all waste removed, destroyed and disposed of shall be provided monthly to:
  - The Laboratory Manager
  - The Facility Manager
  - The NHLS National SHE Office
  - The NHLS National Procurement Office
  - Other individuals who will be identified

- 3.11.6 The format and layout of the reports shall be agreed between the service provider and the National Manager Safety Health and Environment/ NHLS appointed representative.
- 3.11.7 The service provider shall on monthly basis prepare and submit a summary of waste containers used, and waste categories and waste quantities collected, treated and/ or disposed per province serviced.
- 3.11.8 The service provider shall on monthly basis report on problems encountered specifically related to the waste management standards and the effectiveness of waste management systems used at the various NHLS facilities;
- 3.11.9. The service provider shall on monthly basis provide a summary of incident and accident reports
- 3.11.10 The summaries must be finalised and submit to the relevant persons by no later than the 10th business day of the following month.
- 3.11.11 The service provider shall submit the reports to the NHLS not later than the 10-business day of each month. The service provider shall on monthly basis provide a summary of incident and accident reports that have involved the NHLS or the services provided to the NHLS
- 3.11.12 The first report shall cover the period from the commencement of services date up to the end of the quarter in which the commencement of services date occurs. The quarterly reports shall be in line with the NHLS financial year calendar.
- 3.11.13 The monthly reports shall include inter alia:
- The name of the NHLS facility by Business Unit and Area;
  - The address of the NHLS facility and contact details;
  - A record in the format agreed of the type, number and weight of containers by of each category waste collected from the various facilities during the previous quarter;
  - A record in the format agreed to of each type of containers supplied to each NHLS facility;
  - A summary in the format agreed to on the type of treatment and safe disposal used for waste collected;
  - A financial review in the format agreed to present service costs for each NHLS facility serviced;
  - The quarterly report must reflect totals for that period as well as cumulative totals for that year to date;
  - Reporting on problems encountered specifically related to the waste management standards and the effectiveness of waste management systems used at the various NHLS facilities;
  - A summary of incident and accident reports submitted during the previous quarter, as well as the measures taken to rectify the situation and to prevent a reoccurrence of such incidents and accidents;
  - Details of any unplanned outages experienced and of any planned outages expected;
  - Any relevant health and safety matters; and
  - Any relevant environmental compliance matters.
- 3.11.14. The service provider shall prepare and submit an annual report throughout the contract period, which shall be submitted to the NHLS appointed representatives.
- The annual report, shall coincide with the NHLS financial year end, and shall contain the below listed items as a minimum. The annual report shall be submitted to the NHLS appointed representative by no

later than the 15<sup>th</sup> working day of April describe in detail the previous year's events and activities including all events that have affected the service provider's fulfilment of its obligations.

**A. Organisational matters:**

- Key personnel
- Other staff
- Sub-contracted service providers
- Suppliers
- Organisational changes

**B. Special events that have influence on the contractor's obligation**

- Adverse incidents that influenced the service provider's compliance with the specifications of the contract
- The service provider's services failures

**C. Operational report**

- Operational failures by interfacing parties like sub- contract service providers and suppliers
- Operational failures by the NHLS;
- A record of the disposable containers delivered to each NHLS facility with information on types and quantities of each type;
- A record of the waste collected with information on mass and volume for each waste category collected from the all NHLS facilities per area;
- Graphs indicating container supply trends on a monthly as well as an annual basis;
- Graphs indicating waste generation trends on a monthly as well as annual basis;
- A record of the waste categories treated, treatment plant used and volumes of waste treated;
- A record of the waste categories disposed, the disposal site used and the volume for each category of waste;

**D. Health Safety and Environment**

- Summary of accident and incident reports and action taken to prevent reoccurrence thereof;
- Evidence of compliance with relevant Environmental Management registrations and authorizations;

**E. Financial Matters**

- A financial review of service cost during the previous year broken down according to different NHLS facilities and areas
- Advice on potential cost reduction measures for the NHLS

### **3.12 WASTE MANAGEMENT AUDITS**

- 3.12.1. The NHLS reserves the right to audit (announced and/ or unannounced) any facility, vehicle or premises utilised by the service provider at any reasonable hour and the service provider shall at all times co-operate with the NHLS appointed representative.

- 3.12.2. The service provider shall, when requested by the NHLS appointed representative, arrange for an audit of the facilities of a sub-contract service provider used by the service provider for transport, treatment or disposal of waste.

### **3 CONTINGENCY PLAN**

- 4.1 The service provider shall have a contingency plan for any incidences or breakdown of services covering the following as a minimum:
- (a) Labour unrest
  - (b) Breakdown of waste collection vehicles and related equipment
  - (c) Stock out of containers and consumables
  - (d) Shutdown/ unavailability of storage/ treatment facilities
  - (e) Details of alternative storage/ treatment
  - (f) Fuel shortages
  - (g) Load shedding
  - (h) Deviations in collection schedules
  - (i) Natural disaster
- 4.2 The service provider shall communicate with Facility Managers/ NHLS appointed representative timeously in the event that a collection date falls on a public holiday to negotiate alternative dates, should that be necessary.
- 4.3 NHLS shall not be liable for any additional payments resulting from the provision, implementation or use of backup facilities.

### **5 HEALTH AND SAFETY**

- 5.1 The service provider is required to abide by the requirements of the Occupational Health and Safety Act 85 of 1993 (OHSA) and other relevant legislation. The service provider shall familiarise itself and comply with all relevant regulations and statutes governing waste management activities. The safety of the service provider's personnel, its sub-contract service provider's personnel, as well as that of members of the public, who may be adversely affected by the execution of the services, shall be the sole responsibility of the service provider.
- 5.2 The service provider shall submit copies of its Occupational Health, Safety and Environment Policy with the tender application documents, that will be designed to ensure the health and safety of any persons involved in or affected by the management of waste.
- 5.3 The Occupational Health, Safety and Environment Policy shall fully conform to the requirements of OHSA and the service provider shall ensure that all of its employees adhere to the requirements stipulated in the plan.
- 5.4 The Occupational Health, Safety and Environment Policy shall provide a description of amongst others all equipment, procedures, training, and other measures that will be taken to ensure the health and safety of all personnel providing the services or likely to be affected by the services provided.

- 5.5 Public liability insurance shall be maintained at a level adequate to cover the effective cleaning and necessary remediation of any incident which the service provider may encounter during the contract period and / or any accident because of the service provider's activities.
- 5.6 The service provider shall utilize a legally compliant company to clean spills or any incidents as per 5.5
- 5.7 The service provider shall ensure that the drivers have valid and appropriate driver's permits.
- 5.8 The service provider shall ensure that the personnel assigned to collect waste have valid training certificates and they must be made available when requested.
- 5.9 No untrained persons shall be allowed to carry out any work under this contract.

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

---

### **1. Consultancy support**

The service provider shall ensure that consultancy support service is available for all the NHLS facilities.

#### **1.1 The consultancy service may include but is not limited to:**

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

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

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

##### **1.2.1 Training materials**

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

##### **1.2.2 Evaluation**

A follow-up report to the Business Manager and the SHE Department shall be prepared and provided within 5 working days after training. The NHLS also reserves the right to train its own staff

**Appendix 2: List of Facilities Per Area**
**LIST OF NHLS FACILITIES PER AREA**

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

**1. AREA 1: MPUMALANGA & LIMPOPO PROVINCE**
**A. MPUMALANGA**

Laboratory	Address	Collection Cycle
Barberton	NHLS Laboratory Barberton Provincial Hospital, 1 Hospital Street, Barberton, 1300	Once a week
Delmas	NHLS Laboratory, No 2 Hospital Street, Bernice Sameul, Delmas, 2210	Every second week
Embhuleni	NHLS Laboratory Embhuleni Provincial Hospital, Eestehoek, 1192	Once a week
Ermelo	NHLS Laboratory Ermelo Provincial Hospital, 1 Joubert Street, Ermelo, 2350	Twice a week
Evander	NHLS Laboratory Evander Provincial Hospital, Bologna Street, 2280	Twice a month
Lydenburg	NHLS Laboratory, Lydenburg Hospital, 32 Burg Street, Lydenburg 1120	Once a week
Mapulaneng	NHLS Laboratory, Mapulaneng Hospital, Bushbuck Ridge, 1280	Once a week
Matikwana	NHLS Laboratory, Matikwana Hospital, 413 C, Main Road, Mkhuhlu, MP, 1246	Twice a week
Middelburg	NHLS Laboratory, Middleburg Hospital, cnr Walter Sizulu & Hospital Street, Middleburg, 1055	Once a week
Nelspruit	NHLS Laboratory Rob Ferreira Hospital, cnr Madiba Drive & Piet Retief Street, Nelspruit, 1200	Twice a week
Piet Retief	NHLS Laboratory Piet Retief Provincial Hospital, Piet Retief, 2380	Every second week

Shongwe	NHLS Laboratory, Shongwe Mission Hospital, Jeppie's Reef Road, Malelane district, 1331	Every second week
Standerton	NHLS Laboratory Standerton Provincial Hospital, Standerton, 2430	Every second week
Themba	NHLS Laboratory Themba Hospital, Kabokweni, 1345	Twice a week
Tintswalo	NHLS Laboratory, Tintswalo Hospital, Acornhoek, 1360	Every second week
Tonga	NHLS Laboratory, Tonga Provincial Hospital, Tonga, Nkomazi East, 1341	Once a week
Bethal	NHLS Laboratory, Bethal Provincial Hospital, 4th Street, Bethal, 2310	Every second week
Mmametlhake	NHLS Laboratory, Mmametlhake Village, Napier Section, Bamokgoko, 0432	Twice a month
Witbank	NHLS Laboratory, Witbank Provincial Hospital, Mandela Street, Witbank, 1035	Once a week
Kwa-Mhlanga	NHLS Laboratory, KwaMhlanga Hospital, Solomon Mahlangu Drive, Kwa Mhlanga, 1022	Every second week
Volksrust	NHLS Laboratory, Amajuba Hospital, Hospital Street, Volksrust	Every second week

## B. LIMPOPO PROVINCE

Laboratory	Address	Collection Cycle
Botlokwa	NHLS Laboratory, Botlokwa Hospital, Matoks Village, Dwars River, 2Km along Ramokgopa Route off N1 North, 0812	Every second week
CN Phathudi	NHLS Laboratory, C N Phatudi Hospital, Shiluvang Village, ( near Tzaneen)	Every second week
Donald Frazer	NHLS Laboratory, Donald Fraser Hospital, Vhufuli Village, Thohoyandou, 0971	Once a week
Elim	NHLS Laboratory, Elim Hospital, Elim Village, 40Km from Makhado, 0960	Once a week
Giyani	NHLS Laboratory, Nkhensani Hospital, Industrial Side, Giyane, 0826	Once a week
Kgapane	NHLS Laboratory, Kgapane Hospital, off Modjadji road, Ga-Kgapane Village, Tzaneen, 0838	Once a week
Letaba	NHLS Laboratory, Room 01525, Letaba Hospital, Lydenburg & Tarental road, Tzaneen, 0870	Once a week, Tuesdays



Louis Trichardt	NHLS Laboratory, Louis Trichardt Memorial Hospital, Hospital Street, Louis Trichardt, 0920	Every second week
Malamulele	NHLS Laboratory, Malamulele Hospital, Hospital Street, Malamulele, 0982	Once a week
Mankweng	NHLS Laboratory, Mankweng Hospital, Houtbosdorp Road, Mankweng, 0727	3 X a week
Mussina	NHLS Laboratory, Musina Hospital, White Road, Musina, 0900	Once a week
Namakgale	NHLS laboratory, Maphutha Malatji Hospital, Maphutha Drive, Namakgale Township, 1391	Every Second week
Sekororo	NHLS Laboratory, Sekororo Hospital, R74 road, Trichartsdal, 0890	Every second week
Siloam	NHLS Laboratory, Siloam Hospital, Nzhelele, Vhembe District, Between Musina and Thohoyandu	Once a week
Tshilidzini	NHLS Laboratory, Tshilidzini Hospital, Phunda Maria Road, 70 Km from Makhado, Shayandima, 0945	once a week
Tzaneen	NHLS Laboratory, van Velden Hospital, 3rd Avenue, Tzaneen, 0850	Once a week
Bela-Bela	NHLS Laboratory, Bela-Bela Hospital, 1 Chris Hani Drive, Bele-Bela, next to Aventura Resort, 0480	Once a week
Dilokong	NHLS Laboratory, Dilokong Hospital, Burgersfort Road (R37), 15 Km from Burgersfort, Driekop Village	Once a week
Ellisras	NHLS Laboratory, Ellisras Hospital, Cnr Apies Doring and Alwyn road, Ellisras, 0555	Once a week
George Masebe	NHLS Laboratory, George Masebe Hospital, Marulaneng Village, Bakenberg, Mokopane, 0601	Once a week
Groblersdal	NHLS Laboratory, Grblersdal Hospital, 18 Voortrekker Road, Grblersdal, 0470	Once in 2 weeks
Helen Franz	NHLS Laboratory, Helen Frans Hospital, Senwabarwana Township, 0790	Once a week
Jane Furse	NHLS Laboratory, New Jane Furse Hospital, Mamone Road, Jane Furse, 1085	Once a week
Knobel	NHLS Laboratory, WF Knobel Hospital, Gilead Road, cnr Masenya Wholesalers and Grovel Road, Lonsdale, 0710	Once in 2 weeks
Lebowakgomo	NHLS Laboratory, Lebowakgomo Hospital, Zebediela Road, Lebowakgomo Zone A, Lebowakgomo, 0737	Twice a week
Matlala	NHLS Laboratory, Matlala Hospital, PO Tsimanyane village, Marble Hall, 0450	Once in 2 weeks
Mecklenberg	NHLS Laboratory, Mecklenburg Hospital, Burgersfort Road (R37), 30Km from Burgersfort, Moroke Village, next to Police Station	Once in 2 weeks

Modimole (Nylstroom)	NHLS Laboratory, Nylstroom Hospital, 65 Alf Makaleng Street, Nylstroom, 0510	Once in 2 weeks
Mokopane	NHLS Laboratory, Mokopane Hospital, Room 31, Dudu Madisha Drive, Mokopane, 0601	Once a week
Philadelphia	NHLS Laboratory, Philadelphia Hospital, No 1 Philadelphia Hospital Road, Denneleton, 1030	Once a week
Polokwane	NHLS Laboratory, Polokwane Hospital, cnr Hospital and Dorp Streets, Polokwane, 0699	3 X a week
Seshego	NHLS Laboratory, Seshego Hospital, cnr Bookelo and Nelson Mandela Drive, Seshego, Polokwane, 0742	Once in 2 weeks
St. Ritas	NHLS Laboratory, St Rita's Hospital, On the road from Groblersdal to Jane Furse, Glen Cowie, 1085	Once a week
Thabazimbi	NHLS Thabazimbi Laboratory, Number 6 First ave, Thabazimbi, 0380	Once a week
Voortrekker (Potgietersrus)	NHLS Laboratory, Potgietersrus Provincial Hospital, Geysers Street, Mokopane, 0601	Once a week
Witpoort	NHLS Laboratory, House No 1, Witpoort Hospital, Hospital Street, Next to Police Station, Thabo Mbeke Township, Ga-Seleka, 0609	Once in 2 weeks
Zebediela (Grootboek)	NHLS Laboratory, Zebediela Magatle Hospital, Magatle Village, Gompies, 0631	Once in 2 weeks

## 2. AREA 2: GAUTENG PROVINCE

RFB 070/24/25: Appointment of Service Providers for the Legal Collection, Treatment and Disposal of Health Care Risk Waste at the NHLS for a period of five (5) year.

Laboratory	Address	Collection Cycle
Tshwane	TAD NHLS Core Lab, Level F5 Bridge E, Pretoria Academic Hospital, Cnr Voortrekker Road & Malherbe Street, Riveira, Pretoria, 0002	2x a week Tuesday & Friday
Tshwane	NHLS Lab, Pathology Building, Prinshof Campus, 5 Bophelo Road (from Dr Savage Road), Arcadia, Pretoria, 0002	2 x a week Tuesday & Friday
Tembisa NHLS Laboratory,	Tembisa Hospital, Tembisa, 1632	Liquid Waste (60 litres x20 Drums) – Once a week.
Dr George Mukhari	NHLS Laboratory, Room S143, Clinical Pathology Building, Sefako Makgatho Health Sciences University, Garankuwa, Pretoria North, 0204	2x a week. Tuesday & Thursday Liquid waste included.
Jubilee	NHLS Laboratory, Jubilee Hospital, Themba Road, Hammanskraal, 0400	Once a week (Thursday)
Kalafong	NHLS Laboratory, Kalafong Hospital, 1 Klipspringer road, Pretoria West, 0183	Once a week (Thursday)
Mamelodi	NHLS Laboratory, 19472 Serapeng street, Buffer zone, Mamelodi, 0122	Once a week (Wednesday)
Odi	NHLS Laboratory, Klipgat Road, Next to Morula Sun, Odi, 0190	Once a week (Thursday)
Pretoria West	NHLS Laboratory, 380 Sytze Wierda lane, Philip Nel Park, Pta West, 0183	Once a week
Chris Hani Bara	NHLS Laboratory, 1st Floor, Chris Hani Baragwanath Hospital, Old Potchefstroom Road, Diepkloof, 1862	Twice a week -This is for solid waste. Liquid waste once a week (60 x 20L drums)
Chris Hani Bara	NHLS Laboratory, 1st Floor, Chris Hani Baragwanath Hospital, Old Potchefstroom Road, Diepkloof, 1862	Twice a week include liquid waste.
Bheki Mlangeni	2190, Bolani Rd, Jabulani, Johannesburg, Soweto, 1868	Once a week. Inclusive of liquid waste
CMJAH - Infection Control	NHLS Laboratory, Room 3S06,3rd Floor, Medical School, Jubilee Street, Parktown, 2193	Twice a week-Tuesday and Thursday
CMJAH	NHLS Laboratory, Room 27, Area 454 CMJAH Hospital, Jubilee Street, Parktown, 2193	Daily – Solid waste. Liquid waste twice a week (60 x 20L drums)
CMJAH	NHLS Laboratory, Room 27, Area 454 Johannesburg Hospital, York Road, Parktown, 2193	Once a week - Tuesday
Edenvale	NHLS Laboratory, Edenvale Hospital, Modderfontein Road, Edenvale, 1609	Twice a week – Thursday and Friday
Helen Joseph	NHLS Laboratory, Helen Joseph Hospital, Perth Road, Auckland Park 2006	Once a week - Friday

Rahima Moosa (Coro)	NHLS Laboratory, Coronation Hospital, cnr Fuel & Oudtshoorn Roads, Newclare, 2093	Once in two weeks - Thursday
South Rand	NHLS Laboratory, Second Floor, South Rand Hospital, Friars Hill road, Rosettenville, 2130	Once a week – Friday- Liquid waste – when required
Carletonville	NHLS Laboratory, Carletonville Hospital, Falcon road, Carletonville, 2499	Once a week (Thursday) including Liquid waste
Far East Rand	NHLS Laboratory, Far East Rand Hospital, Hospital Street, Springs, 1559	Once a week (Wednesday) including Liquid waste
Bertha Gxowa	NHLS Laboratory, 12 Angus Street, Bertha Gxowa Hospital, Germiston, 1401	Once a Week – Thursday
Kopanong	NHLS Laboratory, Kopanong Hospital, Casino Drive, Duncanville, Vereeniging, 1939	Once a week - Thursday
Yusuf Dadoo	NHLS Laboratory, Next to Trauma Unit at yellow steps, Yusuf Dadoo Hospital, Hospital Street, Krugersdorp, 1739	Twice a week – Tuesday & Thursday
Leratong	NHLS Laboratory, Leratong Hospital, 1st Floor, cnr Randfontein and Chamdor Streets, Chamdor, 1740	3X a week (Mon-Wed-Fri) include Liquid waste (3x20l per collection)
Thelle Mogoerane	NHLS Laboratory, Thelle Mogoerane Hospital, 12390 Nguza Street, Vosloorus	Once a week (Friday) include Liquid waste
Pholosong	NHLS Laboratory, Pholosong Hospital, Ndaba Street, Tsakane, 1550	3x a week – Monday, Wednesday, Friday
Sebokeng	NHLS Laboratory, Sebokeng Hospital, Moshoeshoe Street, Sebokeng, 1983	3 x a week. Monday, Wednesday, Friday include liquid Waste 7x20L)
Tambo Memorial	NHLS Laboratory, Tambo Hospital, Cnr Railway & Hospital Roads, Plantation, Boksburg, 1459	3x(Mon-Wed-Fri) include Liquid Waste 5x20l)
Tembisa	NHLS Laboratory, Tembisa Hospital, Tembisa, 1632	Once a week - Thursday. Liquid Waste (60 litres x20 Drums) – Once a week.
Braamfontein	C/o De Korte and Hospital streets Braamfontein	Once a week - Tuesday

### 3. AREA 3: FREE STATE & NORTH WEST PROVINCE

**A. FREE STATE PROVINCE**

Laboratory	Address	Collection Cycle
Botshabelo	NHLS Laboratory, Botshabelo Hospital, Police Station road, Botshabelo, 9781	Twice a week
Bethlehem	NHLS Laboratory, Dihlabeng Hospital, Eeufees street, Bethlehem, 9700	Once a month
Kroonstad	NHLS Laboratory, Boitumelo Hospital, Small Deel road, Kroonstad, 9499	Once a week
Manapo	NHLS Laboratory, Mofumahadi Manapo Mopeli Regional Hospital, Motebang Street, Phuthaditjaba, 9869	Once a month
Pelonomi	NHLS Laboratory, Pelonomi Hospital, Belcher road, Bloemfontein, 9301	Once a week
Sasolburg	NHLS Laboratory, Ward 3, Metsimaholo Hospital, 8 Langenhoven Street, Sasolburg	Once a week
Welkom	NHLS Laboratory, Mothusi Road, Bongani Hospital, Welkom, 9459	Twice a week
Universitas	NHLS Laboratory, University of Free State, Room 416, Block B, Faculty of Health, Malherbe Avenue, Bloemfontein, 9301	Twice a week
National Stat Lab	7 Roth St, National Stat Lab, Bloemfontein	Once a week
3Mil NHLS	NHLS Depot, 3Military hospital, Tempe grounds, SANDF, Bloemfontein	Twice A month

**B. NORTH-WEST PROVINCE**

Laboratory	Address	Collection Cycle
Brits	NHLS Laboratory, Brits Hospital, cnr Hedrick Verwoed and Crocodile streets, Commando Building, Brits, 0250	Once a week
Rustenburg	NHLS Laboratory, c/o Nelson Mandela and Bosch Road, Rustenburg, 0299	Once a week
Moses Kotane	NHLS Laboratory, Moses Kotane Hospital, Phatsima Road, Lekwadi Section, LEDIG Village, Rustenburg District 0314	Once per week
Ganyesa	Ganyesa Community Health Centre, Tosca Road, Ganyesa, 8163	Once per week

Huhudi (Joe Morolong)	NHLS Laboratory, New Vryburg Hospital, 506 South Street, Vryburg	Once a week
Taung	NHLS Laboratory, Taung District Hospital, Taung-Manthe Main Road, Taung, 8584	Once a week
Gelukspan	NHLS Laboratory, Gelukspan Hospital, Gelukspan Village, Radithuso, 2738	Once a week
Lehurutshe	NHLS Laboratory, Mangope Highway, Lehurutse Community Hospital, Welbedacht,	Once a week Monday or Thursday
Mafikeng/Bophelong	NHLS Laboratory, Mafikeng Provincial Hospital, Mareetsane/Vryburg Road, Danville, 2745	Once a week
Potchefstroom NHLS	NHLS Laboratory, Potchefstroom NHLS, Potchefstroom Hospital, c/o Chris Hani & Kruisstreet, Potchefstroom, 2531	Once a week
Tshepong	NHLS Laboratory, Tshepong Hospital, Benji Oliphant Road, Uraniaville, Klerksdorp, 2571	Twice a week
TB Referral	NHLS Laboratory, Tshepong Hospital, Benji Oliphant Road, Uraniaville, Klerksdorp, 2571	Twice a week
Wolmaransstad	NHLS Laboratory, Nick Bodenstein Hospital, Van Riebeck Street, Wolmaransstad, 2630	Once a week

#### 4. AREA 4: KWAZULU – NATAL PROVINCE

Laboratory	Address	Collection Cycle
Addington	NHLSs Laboratory, Addington Hospital, 16 Erskine Terrace, South, Beach, Durban, 4001	3 x a week
Murchison	NHLS Laboratory, Murchison Hospital, N2 Main, Harding, 4680	Once a week
Dr Pixley Ka Isaka Seme Memorial Lab	NHLS Laboratory, Dr Pixley Ka Isaka Seme Memorial Hospital, 310 Bhejane Str, Kwamashu, 4360	2 x a Week
Port Shepstone	NHLS Laboratory, Port Shepstone Hospital, Balley Street, Port Shepstone, 4240	3 x a week
Prince Mshiyeni	NHLS Laboratory, Prince Mshiyeni Memorial Hospital, 2 Mangosutu Highway, Durban, 4001	3 x a week

Public Health	NHLS Laboratory, 149 Prince Street, Durban, 4001	2 x a week
R K Khan	NHLS Laboratory, R K Khan Hospital, Chatsworth Circle, Westcliff, 4092	2 x a week
Scottsburg	NHLS Laboratory, Scottburgh Hospital, Hospital Road, Scottburgh, 4180	Once a week
St Andrews	NHLS Laboratory, St Andrews Hospital, 14 Moodie Street, Harding, 4680	Once a week
Wentworth	NHLS Laboratory, Wentworth Hospital, Sidmouth Avenue, Wentworth, 4052	Once a week
Appelsbosch	NHLS Laboratory, Appelbosch Hospital, Appelsbosch Mission, Ozwatini, 3242	Once a week
Christ the King	NHLS Laboratory, Christ The King Hospital, Peter Hauff Drive, Ixopo, 3276	Once a week
Edendale	NHLS Laboratory, Edendale Hospital, Main Road, Pietermaritzburg, 3201	3 x a week
Greys	NHLS Laboratory, Greys Hospital, Townbush Road, Pietermaritzburg, 3201	3 x a week
Greytown	NHLS Laboratory, Greytown Hospital, Bell Street Ext. Greytown, 3250	Once a week
Kokstad	NHLS Laboratory, Kokstad Hospital, Elliot Street, Kokstad, 4700	Once a week
Montebello	NHLS Laboratory, Montebello Hospital, On Fawn Leas Road, In Montebello, 3242	Once a week
Northdale	NHLS Laboratory, Northdale Hospital, Old Greytown Road, Northdale, 3201	3 x a week
St Apollinaris	NHLS Laboratory, St Appolinaris Hospital, Centocow Mission, Centocow, 3266	Once a week
Rietvlei	NHLS Laboratory, Rietvlei Hospital, Stafford's Post 4686 Umzimkulu	Once a week
Richmond Clinic	Richmond Hospital, Durban Road, Richmond, 3780	Once a week
Catherine Booth	NHLS Laboratory, Kwakhoza Reserve, Sugar Mill, Amatikulu, 3801	Once a week
Empangeni	NHLS Laboratory, Empangeni Hospital, Union Street, Empangeni, 3880	Once a week
King George V	NHLS Laboratory, King George V Hospital, 76 Stanley Copely Road, Sydenham, 4091	Once a week
Mahatma Gandhi	NHLS Laboratory, Mahatma Gandhi Memorial Hospital, 100 Phoenix Highway, Phoenix, 4068	2 x a week

Ngwelezane	NHLS Laboratory, Ngwelezane Hospital, Thanduyise Road, Ngwelezane, 3880	3 x a week
Osindisweni	NHLS Laboratory, Osindisweni Hospital, Oakford Road, Verulam, 4339	Once a week
Stanger	NHLS Laboratory, Corner Of King Shaka, Kwa-Dukuza, 4450	3 x a week
Ngwelezane,Nseleni CHC	645 Ubhejane Street, Nseleni Township, Richards Bay	Twice a week
Umphumulo	NHLS Laboratory, Umpumulo Hospital, N2 North Stanger Turn Off, Maphumulo, 4470	Once a week
Untunjambili	NHLS Laboratory, Untunjambili Hospital, Along Kranskop Way, Kranskop, 3268	Once a week
Charles Johnson Memorial	NHLS Laboratory, Charles Johnson Memorial Hospital, Nqutu, 3135	Once a week
Church of Scotland	NHLS Laboratory, Church Of Scotland Hospital, Dundee Road, Tugella Ferry, 3504	Once a week
Dundee	NHLS Laboratory, Dundee Hospital, 130 Mackenzie Street, Dundee, 3000	Once a week
Ekombe	NHLS LABORATORY, EKOMBE HOSPITAL, NQUDENI, 3268	Once a week
Emmaus	NHLS Laboratory, Emmaus Hospital, Cathedral Peak Street, Winterton, 3340	Once a week
Bergville TB Lab	NHLS Laboratory, Broadway Street, Bergville	Once a week
Estcourt	NHLS Laboratory, Estcourt Hospital, Hospital Road Estcourt, 3310	Once a week
Ladysmith	NHLS Laboratory, Ladysmith Hospital, 36 Malcolm Road, Ladysmith, 3370	Three times a week
Madadeni	NHLS Laboratory, Madadeni Hospital, Hospital Road, Extension 5, Madadeni, 2951	3 x a week
Newcastle	NHLS Laboratory, Newcastle Hospital, Hospital Street, Newcastle, 2940	Twice a week
Niemeyer TB Lab	Kantoor Street, Utrecht	Once a week
Benedictine	NHLS Laboratory, Benedictine Hospital, Main Street, Nongoma, 3950	Twice a week
Ceza	NHLS Laboratory, Ceza Hospital, Ceza Farm, 3866	Once a week
Dumbe	NHLS Laboratory, Dumbe, Stand No 463, Main Street, Paulpietersburg, 3180	Once a week



Eshowe	NHLS Laboratory, Eshowe Hospital, Kangalla Road, Eshowe, 3815	Twice a week
Itshelejoba	NHLS Laboratory, Itshelejoba Hospital, N2 Road Between Pongola & Piet Retief, 3170	Once a week
Mbongolwane	NHLS Laboratory, Mbongolwane Hospital, Ntumeni Board, 3830	Once a week
Nkandla	NHLS Laboratory, Nkandla Hospital, Mbatha Lane Nkandla 3855	Once a week
KwaMagwaza	NHLS Laboratory, Magwaza Hospital, KwaMagwaza Road, Melmoth, 3835	Once a week
Nkonjeni	NHLS Laboratory, Nkonjeni Hospital, Mahlaghina, Nkonjeni, 3865	Once a week
St Mary's	NHLS Laboratory, Magwaza Hospital, Kwamagwaza Road, Melmoth, 3835	Once a week
Vryheid	NHLS Laboratory, Vryheid Hospital, Coswald Brown Road, Vryheid, 3100	Twice a week
Bethesda	NHLS Laboratory, Bethesda Hospital, Ubombo Mainroad, Ubomb, 03970	3 x a week
Hlabisa	NHLS Laboratory, Hlabisa Hospital, Hlabisa Hospital Road, Hlabisa, 3937	Twice a week
Manguzi	NHLS Laboratory, Manguzi Hospital, Manguzi Hospital Road, Kwangwanase, 3973	Once a week
Mosvold	NHLS Laboratory, Mosvold Hospital, Ingwavuma Main Road, Ingwavuma, 3968	Once a week
Mseleni	NHLS Laboratory, Mseleni Hospital, Mseleni Hospital Road, Mseleni, 3967	Once a week
King Edward	NHLS Laboratory, King Edward Hospital, Corner Of Francois Sydney Road, Durban, 4001	3X a week (Micro & TB Labs); 2X a week (LSSU; CHEM & HAEM Labs)
Prince Cyril Zulu TB Microscopy Site	1 University Avenue, Dalbridge, 4010	Twice a week

## 5. AREA 5: NORTHERN CAPE AND WESTERN CAPE PROVINCE

### A. NORTHERN CAPE

Laboratory	Address	Collection Cycle
De Aar	NHLS Laboratory, New De Aar, 14 Van der Merwe Street, De Aar, 7000	Once every two weeks

Kimberley	NHLS Laboratory, Level 4, Robert Mangaliso Sobukwe Hospital, Du Toitspan Road, Kimberley, 8301	Three times per week (Mon, Wed, Fri)
Springbok	NHLS Laboratory, Dr van Niekerk Hospital, Hospital Street, Springbok, 8240	Once every two weeks
Tshwaragano	NHLS Laboratory, Tshwaragano Hospital, Main Road, Batlharos Village, Kuruman, 8460	Once a week
Upington	NHLS Laboratory, Dr Harry Surtie Hospital, C/O Upington 26 and Turner Street, Upington, 8800	Once a week

#### B. WESTERN CAPE PROVINCE

Laboratory	Address	Collection Cycle
Groote Schuur Hospital	NHLS Laboratory, C20, Groote Schuur Hospital, Anzio road, Observatory, Cape Town, 7925	Daily Monday to Friday
Red Cross Children's Hospital	NHLS Laboratory, ICH Building, Red Cross Hospital, Klipfontein road, Rondebosch, Cape Town, 7700	Twice a week
Tygerberg Hospital	NHLS Pathology Laboratory Reception, 9th Floor C Block, Tygerberg Hospital, Fransie van Zyl Drive, Parow, Bellville, 7530	Daily Monday to Friday
Tygerberg (Virology)	Virology, 8th Floor, Clinical Building, Faculty of Medicine and Health Sciences, Tygerberg Medical Campus, Francie van Zijl Drive, Tygerberg 7505	Monday, Wednesday, Friday
Beaufort West	Beaufort West Hospital, Voortrekker Street, Beaufort West, 6970	Once every two weeks
Mitchells Plain Hospital	NHLS Laboratory, Mitchells Plain Hospital, A Z Bergman Road, Lentegeur, 7785	Once a week
George	NHLS Laboratory, First Floor, George Hospital, Davidson Road, George, 6530	Twice a week
Green Point	NHLS Laboratory, Old City Hospital Complex, Portwood Road, Green Point, 8000	Daily Monday to Friday
New Somerset Hospital	NHLS STAT Laboratory, Somerset Hospital, Portwood Road, Green Point, 8000	Twice a week
Karl Bremer	NHLS Laboratory, Medical Emergency Unit, Karl Bremer Hospital, Cnr. Mike Pienaar & 12th Ave, Bellville, 7530	Once a week
Knysna	NHLS Laboratory, First floor, Knysna Hospital, Main street, Knysna, 6570	Once every two weeks

Mosselbay	NHLS Laboratory, Mossel Bay Hospital, 12th avenue, Mossel Bay, 6500	Once a week
Oudtshoorn	NHLS Laboratory, Oudtshoorn Hospital Complex, Park Street, Oudtshoorn, 6620	Once a week
Paarl	NHLS Laboratory, Paarl Hospital, First floor, Hospital Street, Paarl, 7646	Twice a week
Helderberg	NHLS Laboratory, Hottentots Holland Hospital Complex, Cnr. Batavia & Hospital Road, Somerset West, 7131	Once a week
Vredenburg	NHLS Laboratory, Admin Block, Vredenburg Hospital, Voortrekker Road, Vredenburg, 7380	Once every 2 weeks
Vredendal	NHLS Laboratory, Vredendal Hospital, Kooperasie str, Vredendal, 8160	Once every 2 weeks
Khayelitsha	Khayelitsha Hospital, Corner of Steve Biko & Walter Sisulu Drive Khayelitsha	Twice a week
Hermanus	Hermanus Hospital, Hospital Road, Hermanus	Once a week
Worcester	Eben Donges Hospital, 73 Suggest Street, Worcester, 6850	Twice a week

#### 6. AREA 6: EASTERN CAPE PROVINCE

Laboratory	Address	Collection Cycle
Mthatha	NHLS Nelson Mandela Laboratory, Nelson Mandela Hospital, Sissons Street, Fort Gale, Mthatha, 5100	Twice a week
Bambisana	NHLS Laboratory, Bambisana Hospital, Lusikisiki 4820 via St. Elizabeth Hospital Laboratory Lusikisiki 4820	Once a month
Holy Cross	NHLS Laboratory, Holy Cross Hospital, Flagstaff 4810	Once a week
Maluti	NHLS Laboratory, Maluti Health Centre, Maluti 4740 via Matatiele 4730	Once a month
Mary Theresa	NHLS Laboratory, Mary Teresa Hospital, Mt Frere 5090	Once a week
Mt. Ayliff	NHLS Laboratory, Mt. Ayliff Hospital, Mt Ayliff 4735	Once a week
Qumbu	NHLS Laboratory, Qumbu Health Centre, Qumbu 5180	Once a month
St. Elizabeth	NHLS Laboratory St. Elizabeth Hospital, Lusikisiki, 4820	Once a week

St. Patrick's	NHLS Laboratory St. Patrick's Hospital, Bizana, 4800	Once a week
Taylor Bequest	NHLS Laboratory, Taylor Bequest Hospital, Mt. Fletcher 4770 via Matatiele 4730	Once a week
Matatiele	NHLS Laboratory, Taylor Bequest Hospital, Main Road Matatiele 4730	Once a week
Maluti	NHLS Maluti Laboratory, Maluti Health Centre, Maluti 4730	Once a month
Nessie Knight	NHLS Laboratory, Nessie Knight Hospital, Qumbu 5180	Once a month
Greenville	NHLS Laboratory, Greenville Hospital, Bizana 4800	Once a month
All Saints	NHLS Laboratory, All Saints Hospital, 136 Umtata Road, Engcobo, 5050	Once a week
Butterworth	NHLS Laboratory, Butterworth Hospital, Scanlen Street, Butterworth, 4960	Once a week
Cala	NHLS Laboratory, Cala Hospital, Drurylane, Cala, 5455	Once a week
Canzibe	NHLS Laboratory, Canzibe Hospital, Canzibe Location, Ngqeleni.	Once a week
Cofimvaba	NHLS Laboratory, Cofimvaba Hospital, Zigudu Location, Cofimvaba, 5380	Once a week
Madwaleni	NHLS Laboratory, Madwaleni Hospital, Madwaleni Location, Elliotdale.	Once a week
St. Barnabas	NHLS Laboratory, St Barnabas Hospital, PSJ Road, Libode, 5160	Twice a week
St. Lucy	NHLS Laboratory, Dr Malizo Mpehle Memorial Hospital, St Cuthberts Mission, Tsolo, 5170	Once a week
Willowvale	NHLS Laboratory, Willowvale Health Centre, Willowvale, 5040	Once a week
Zitulele	NHLS Laboratory, Zitulele Hospital, Zitulele Location, Mqanduli.	Once a week
Aliwal North	NHLS Laboratory, Aliwal North Hospital, Park Ave, Aliwal North 9750	Twice a month
Bisho	NHLS Laboratory, Bisho Hospital, Komga Road, Bisho 5608	Twice a month
Cecilia Makiwana	NHLS Laboratory, Cecilia Makiwane Hospital, Billie Road, Mdantsane 5207	Once a week
East London Main Lab	NHLS Laboratory, Frere Hospital, Main Road, Amalinda, East London 5201	Twice a week
Empilisweni	NHLS Laboratory, Empilisweni Hospital, Main Street, Sterkspruit 9762	Twice a month

Glen Grey	NHLS Laboratory, Glen Grey Hospital, Lady Frere, 5410	Twice a month
Hewu	NHLS Laboratory, Hewu Hospital, Whittlesea, 5360	Twice a month
Queenstown	NHLS Laboratory, Frontier Hospital, Kingsway, Queenstown 5320	Once a week
SS Gida	NHLS Laboratory, SS Gida Hospital, Cata Street, Keiskammahoek 5670	Twice a month
Victoria Hospital	NHLS Laboratory, Victoria Hospital, Alice, 5700	Once a week - Thursday
Cradock	NHLS Cradock, Cradock Provincial Hospital, Hospital Street, Cradock, 5880	Once every two weeks
Dora Nginza	NHLS Dora Nginza, R Block Dora Nginza Hospital, Spondo Road, Zwibe, Port Elizabeth, 6201	Once a week
Graaff Reinet	NHLS Graaff Reinet, Midlands Hospital, Albertyn Street, Graaff Reinet, 6280	Once every two week
Grahamstown	NHLS Grahamstown, Settlers Hospita, Milner Rd, Grahamstown, 6139	Once every two weeks
Humansdorp	NHLS Humansdorp, Kouga Partnership Hospital, Du Plessis Street, Humansdorp, 6300	Once every two weeks
Livingstone	NHLS Livingstone, Livingstone Hospital, Stanford Rd, Korsten, Port Elizabeth, 6001	Once every two weeks (2x per week)
Port Alfred	NHLS Port Alfred, Port Alfred Hospita, Southwell Rd, Port Alfred, 6170	Once in every two weeks
Port Elizabeth	NHLS Port Elizabeth, Provincial Hospital, Buckingham Road, Mount Croix, Port Elizabeth, 6001	3 x a week
Somerset East	NHLS Somerset East, Andries Vosloo Hospital, Charles St, Somerset East, 5850	Once every two weeks
Uitenhage	NHLS Uitenhage, Uitenhage Provincial, Hospital Channer Street, Uitenhage, 6229	Once a week
Mthatha	NHLS Nelson Mandela Laboratory, Nelson Mandela Hospital, Sissons Street, Fort Gale, Mthatha, 5100	Twice a week Tuesday & Friday
Bisho	NHLS Laboratory, Bisho Hospital, Komga Road, Bisho 5608	Twice a month
Cecilia Makiwana	NHLS Laboratory, Cecilia Makiwane Hospital, Billie Road, Mdantsane 5207	Twice a week
East London Main Lab	NHLS Laboratory, Frere Hospital, Main Road, Amalinda, East London 5201	Twice a week
Glen Grey	NHLS Laboratory, Glen Grey Hospital, Lady Frere, 5410	Twice a month

Hewu	NHLS Laboratory, Hewu Hospital, Whittlesea, 5360	Twice a month
Queenstown	NHLS Laboratory, Frontier Hospital, Kingsway, Queenstown 5320	Once a week
SS Gida	NHLS Laboratory, SS Gida Hospital, Cata Street, Keiskammahoek 5670	Twice a month
Victoria Hospital	NHLS Laboratory, Victoria Hospital, Alice, 5700	Once a week - Tuesdays
All Saints	NHLS Laboratory, All Saints Hospital, 136 Umtata Road, Engcobo, 5050	Once a week
Butterworth	NHLS Laboratory, Butterworth Hospital, Scanlen Street, Butterworth, 4960	Once a week
Cala	NHLS Laboratory, Cala Hospital, Drurylane, Cala, 5455	Once a week
Canzibe	NHLS Laboratory, Canzibe Hospital, Canzibe Location, Ngqeleni.	Once a week
Cofimvaba	NHLS Laboratory, Cofimvaba Hospital, Zigudu Location, Cofimvaba, 5380	Once a week
Madwaleni	NHLS Laboratory, Madwaleni Hospital, Madwaleni Location, Elliotdale.	Once a week
St. Barnabas	NHLS Laboratory, St Barnabas Hospital, PSJ Road, Libode, 5160	Once a week
Willowvale	NHLS Laboratory, Willowvale Health Centre, Willowvale, 5040	Once a week
Zitulele	NHLS Laboratory, Zitulele Hospital, Zitulele Location, Mqanduli.	Once a week
Bisho	NHLS Laboratory, Bisho Hospital, Komga Road, Bisho 5608	Twice a month
Cecilia Makiwana	NHLS Laboratory, Cecilia Makiwane Hospital, Billie Road, Mdantsane 5207	Once a week

**7. AREA 7: FORENSIC CHEMISTRY LABORATORY**

Laboratory	Address	Collection Cycle
Cape Town – FCL	120 Albert Road, Woodstock, Cape Town	Twice a month
Durban - FCL	85 Magwaza Street, Maphalala, Durban	Twice a month
Johannesburg - FCL	110 Joubert Street / Corner 5 Kotze Street, Braamfontein	Twice a week
Pretoria – FCL	271 Visagie Street, Pretoria CBD and CSIR Building 10F, Brummeria, Pretoria	Once a week

**8. Institutes and Corporate (SAVP, NICD, NIOH & DMP)**

Laboratory	Address	Collection Cycle
DMP	DMP, 1 Modderfontein Road, Sandringham, Johannesburg	Once a week
SAVP	SAVP 1 Modderfontein Road, Sandringham, Johannesburg	Once a week
NICD	NICD, 1 Modderfontein Road, Sandringham, Johannesburg	Once a week
NIOH	NIOH, 25 Hospital Street, Constitution Hill, Johannesburg	Twice a month

### Appendix 3: Service Rollout Plan

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

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



**Appendix 4: Schedule of quantities of Commodities per Province (refer to the Spreadsheet).**

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

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

The following are the applicable regions:

- a) Gauteng
- b) Institutes and Corporate (SAVP, NICD, NIOH & DMP) in Gauteng
- c) Limpopo and Mpumalanga
- d) Free State and North West
- e) KwaZulu-Natal
- f) Western Cape and Northern Cape
- g) Eastern Cape
- h) Forensic Chemistry Laboratories in Gauteng, KwaZulu-Natal, and Western cape

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

---

### **1. Acts and Regulations**

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

- (a) The Constitution of the Republic of South Africa, Act 108 of 1996
- (b) The National Waste Management Strategy, 2012
- (c) National legislation
  - Hazardous Substances Act, 1973 (Act No. 15 Of 1973)
  - Health Act, 1977 (Act No. 63 Of 1977)
  - Human Tissue Act, 1983 (Act No. 65 Of 1983)
  - National Environmental Management Act, 1998 (Act No. 107 Of 1998)
  - National Nuclear Regulator Act, 1999 (Act No. 47 Of 1999)
  - National Road Traffic Act, 1996 (Act No. 93 Of 1996)
  - National Water Act, 1998 (Act No. 36 Of 1998)
  - Nuclear Energy Act, 1999 (Act No. 46 Of 1999)
  - Occupational Health and Safety Act, 1993 (Act No. 85 Of 1993)
  - Medicines and Related Substances Act, 1965 (Act 101 Of 1965)
  - National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008)
  - National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004)
- (d) Provincial Legislation
  - Local Government Ordinance Amendment Act, 2000
  - Gauteng Health Care Waste Management Regulations, 2004
  - Gauteng Waste Information Regulations, 2004
  - Western Cape Health Care Risk Waste Management Regulations 2013
  - Western Cape Health Care Waste Management Act 7 of 2007
- (e) Local Government
  - Waste Management By-laws of Metros and Local Municipalities.
- (f) The Common Law of Nuisance

### **2. Policies and SABS Codes:**

- Addressing the Health Care Waste problem in Gauteng – A Policy for Environmentally Sustainable Health Care Waste Management - DACEL: November 2001
- Guidelines on Sustainable Health Care Waste Management – DACEL: June 2002
- SANS 10228: 2006: The identification and classification of dangerous goods for transport.
- SANS 10229-1: 2005: Transport of Dangerous Goods - Packaging and large packaging for road and rail transport.
- SANS 10233: 2008: Transport of Dangerous Goods - Intermediate Bulk Containers for road and rail transport.
- SANS 10248: 2004: Management of Health Care Waste.

- SANS 10248-1: 2008: Management of Health Care Waste – Part 1: Management of health care risk waste from a health care Facility.
- SANS 452: 2008 Non-reusable and Reusable Sharps waste containers
- “Policy with regard to the Handling and Disposal of Fluorescent Tubes Collected in Large Quantities”, Department of Water Affairs and Forestry.
- “Policy on the Disposal of Medical Waste”, Department of Water Affairs and Forestry.
- United Nations Recommendations on the Transport of Dangerous Goods, Chapter 6.
- Environmental Policy on Waste Disposal.
- US Centre for Disease Control Standards.

### **3. Other Health Care Risk Waste Related Documents**

- Safe Management of Wastes from Health Care Activities - World Health Organisation 1999.

Generation Rates, Treatment Capacities and Minimal Costs of Health Care Waste in the 9 provinces of RSA – **Appendix 6:  
Site Inspection Checklist**

---

<b>Name of the waste management facility</b>	
<b>Type of the facility (Storage/Treatment/ Disposal)</b>	
<b>Physical address</b>	
<b>Facility contact details</b>	Phone number:
	Email address:
<b>Name and surname of the CEO/GM/OM</b>	
<b>Contact details of the responsible person</b>	Phone number:
	Email address:
<b>Name and surname of facility representative/s</b>	
<b>Date of inspection</b>	

		Yes	No	Not Applicable	Comments
<b>1.</b>	Is the facility/ company operating on the day of the inspection				
<b>2.</b>	The facility is fenced with access control				
<b>3.</b>	Notices in place (i.e. operational hours, risks involved in entering sites, telephone numbers and responsible person)				



**1. Documentation**

		Yes	No	Not Applicable	Comments
1.	A copy of the waste management licence for the hazardous waste treatment facility/s is available			Only applicable to storage facilities	
2.	A copy of the final disposal site/s waste management licence is available				
3.	Atmospheric emission licence available			Only applicable to non-combustion facilities	
4.	The latest waste management licence external audit report is available				The audit report should not be older than one year.
5.	Proof of valid registration on the national/provincial waste information system				
6.	Proof of submission of reports to SAWIS/provincial information system				
7.	Proof of waste traceability in place (waste manifest documents and a sample of the destruction certificate issued by a hazardous waste treatment facility are available)				
8.	Proof of vehicle tracking system is available				
9.	Contingency plan for outages				
10.	Contingency plan for spillages				
11.	Emergency preparedness plan is available				
12.	SOP for handling waste from waste generator- to treatment and /or disposal facility is available				
13.	SOP for the handling of FED waste is available				
14.	Health, safety and environmental policy is available				
15.	Records of monitoring the efficacy parameters of the treatment technology are available				
16.	Proof of agreement/s for outsourced waste				



	management services (e.g. transportation, storage or treatment of waste)				
--	--	--	--	--	--

## 2. Training

		Yes	No	Not Applicable	Comments
1.	Records of health and safety training for employees working with waste are available				
2.	A list of drivers and copies of their valid Professional Drivers Permits are available				
3.	Copies of their drivers' valid TETA-accredited training certificates for handling/ transportation of dangerous goods are available				



### 3. Waste storage area

		Yes	No	Not Applicable	Comments
1.	Access control in place (lockable storage area)				
2.	Any nuisance or odours observed				
3.	Provisions made for storage of anatomical waste at -2 °C				
4.	Cold storage temperature monitoring records are available				
5.	The storage facility is well-kept and is not overfilled				
6.	A separate storage area for clean containers is available				

### 4. Wash bay

		Yes	No	Not Applicable	Comments
1	Reusable containers are washed on site				
2	Records of the monitoring of the efficacy of the reusable container washing process are available				
3	<b>Effluent disposal permit is available</b>				

### 5. Waste treatment facility

		Yes	No	Not Applicable	Comments
4.	Waste is weighed before treatment				
5.	A maintenance plan for the scale is available				
6.	A maintenance plan for the treatment technology is available				
7.	The capacity of the treatment technology (Ton/monthly)				
8.	Type of treatment technology :				
	Incinerator				
	Autoclave				
	Microwave				



	Other (Specify) :				
9.	Type of waste treated :				
	General infectious waste				
	Sharps				
	Pathological waste				
	Anatomical waste				
	Cytotoxic waste				
	Radio-active waste				
	Pharmaceutical waste				
	Chemical waste				
10.	Personnel issued with PPE				
11.	Personnel use the PPE provided				
12.	Spill kit/s available on site				
13.	Emission monitoring protocol is available				
14.	Records of emissions monitoring available				
15.	Maintenance plan for all monitoring equipment				

**6. Hazardous waste collection vehicles**

		Yes	No	Not Applicable	Comments
1.	A list of vehicles is available				
2.	Copies of valid operator permits for vehicles listed in 1. Are available				
3.	The vehicles observed are in a good condition				



## 5. MANDATORY REQUIREMENTS

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

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

### 5.1 TECHNICAL SUITABILITY: MANDATORY REQUIREMENTS

*The bidder who fails to comply with the Mandatory Requirements will be disqualified.*

5.1.1 The Bidder is to indicate the relevant province by ticking (v) or marking (X) the appropriate box:

The bidder needs to indicate by ticking the appropriate box selecting which Province they are bidding for.	Mark with X or V the relevant Region
1. Limpopo	
2. Mpumalanga	
3. Gauteng	
4. Free state	
5. Northwest	
6. KwaZulu Natal	
7. Western Cape	
8. Northern Cape	
9. Eastern Cape	
10. Forensic Chemistry Laboratory (FCL) in Gauteng, KwaZulu-Natal and Western Cape	
11. Institutes and Corporate (SAVP, NICD, NIOH & DMP) in Gauteng	

### 5.1.2

Name of province	The bidder needs to indicate by ticking the appropriate box what service will be provided directly by the bidder and/ or what service will be	Service provided directly by bidder	Service outsourced to third party (sub-contractor)	Provide the name of the Supplier/s or Service provider/s



	<b>outsourced to a third party in line with all Province selected above.</b>			
	Supply of waste containers			
	Provision of transport services			
	Storage or Transfer facilities/Facility			
	Treatment of waste			
	Disposal of waste			

### 5.1.3 Technical Suitability: Mandatory Requirements

Based on the box ticked under technical mandatory 5.1.2, the bidder must:  (a) Provide full detail of outsourced services per province as indicated above  (b) Provide a copy of sub-contract agreement for each service being outsourced.  (c) Provide letter of confirmation of physical addresses of the bidder and the third party indicated in technical mandatory 5.1.2 where applicable healthcare risk waste management 5.1.1 activities are to take.	<b>Comply</b>	<b>Do Not Comply</b>	<b>Not Applicable (Where services are not outsourced)</b>
<b>Substantiate: Bidder to provide a copy of a currently valid signed and dated contract(s)/ letter(s) of agreement with sub- contract service provider(s) for the services being outsourced. Failure to submit proof with tender will lead to disqualification.</b>			

### 5.1.4 Occupational Health Safety and Environment Policy

The bidder must have an Occupational Health, Safety and Environment Policy (s) that is designed to ensure the health and safety of any employee involved in or affected by the management of waste, and for the protection of the environment.	<b>Comply</b>	<b>Do Not Comply</b>
<b>(a)</b> The bidder must provide a copy of the Occupational Health and Safety Policy Statement on a company letterhead with the name, designation and signature of the personnel designated by the company.		
<b>(b)</b> The bidder must provide a copy of the Environmental Management Policy Statement on a company letterhead with the name, designation and signature of the personnel designated by the company		
<b>Substantiate: The bidder to provide a copy of the signed policy or policies as required. The policy can be separate documents for occupational health and safety or environmental management, or one policy that covers both.</b>		

**5.1.5**

Rollout plan provided as per Appendix 3.	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must provide a detailed rollout plan for the project as per the template in Appendix 3. The rollout plan must provide detailed information that is relevant under all the headings and sub-headings in the rollout plan template (Appendix 3).</b>		

**5.1.6**

<b>(a)</b> The bidder must be registered and/ or authorised as a transporter of HCRW as required by national/ provincial legislation. <b>(b)</b> The bidder must submit proof of registration and/authorization of third-party transporter (s) indicated in technical mandatory 5.1.2 and 5.1.3	<b>Comply</b>	<b>Do not Comply</b>	<b>Not Applicable (if not transporting in GP / WC)</b>
<b>Substantiate: The bidder must provide proof of registration/ authorisation issued by the provincial departments of environmental affairs.</b>			

**5.1.7**

<b>(a)</b> The bidder must be in possession of proof of registration for any storage facility (s) (transfer station) to be used in terms of the Waste Act, 2008. <b>(b)</b> The bidder must submit proof of registration for third party storage facility (s) indicated in technical mandatory 5.1.2 and 5.1.3	<b>Comply</b>	<b>Do Not Comply</b>	<b>Not Applicable</b>
<b>Substantiate: The bidder must provide proof of registration for any storage facility (s) or transfer station and physical address to be used in terms of the Waste Act, 2008.</b>			
<b>NOTE TO BIDDER: If the bidder will not be using any storage facility/ transfer station please tick the not applicable box and provide details of where the waste will be kept after it has been collected from the NHLS, and before it arrives at the treatment facility.</b>			

**5.1.8**

<b>(a)</b> Hazardous waste management licence(s) for the <u>waste treatment</u> facility(s). <b>(b)</b> The bidder must submit waste management licences of third-party waste treatment facility (s) indicated in technical mandatory 5.1.2 and 5.1.3	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiate: The bidder must provide a copy(s) of all hazardous waste management licence(s) for the treatment facility(s) in compliance with the National Environmental Management: Waste Act No. 59 of 2008.</b>		

**5.1.9**

<b>(a)</b> The hazardous waste management licence(s) for the <u>waste disposal</u> facility(s).	<b>Comply</b>	<b>Do Not Comply</b>
<b>(b)</b> The bidder must submit waste management licences of third-party waste disposal facility (s) indicated in technical mandatory 5.1.2 and 5.1.3		
<b>Substantiate: The bidder must provide a copy(s) of all hazardous waste management licence(s) for the disposal facility(s) in compliance with the National Environmental Management: Waste Act No. 59 of 2008.</b>		

**5.1.10**

<p>The bidder must have appropriate current driver training certificate(s) for drivers employed by the service provider to drive the vehicle(s) that will be used to transport waste. The certificate must be issued by a Transport Education and Training Authority (TETA) registered driver training company.</p> <p>The bidder must provide a list of all the drivers as at the date of closure of the tender and a copy of the current valid driver certificate(s) for each driver listed.</p>	<b>Comply</b>	<b>Do Not Comply</b>
<p><b>Substantiate: The bidder must provide</b></p> <p><b>(a) List of all current drivers responsible for transporting waste and copies of their drivers licence endorsed with an appropriate professional driving permit (PrDP)</b></p> <p><b>(b) Copy of current valid driver training certificate(s) for each driver listed in (a) as issued by a Transport Education and Training Authority (TETA) registered driver training company. The must be relevant for the transportation of dangerous goods.</b></p> <p><b>Failure to submit proof with tender will lead to disqualification.</b></p> <p><b>(c) A Commitment letter to confirm that the bidder will be able to provide supporting documents for new drivers as required</b></p>		

Template for the list to be submitted as per 5.1.10 above:

Name and Surname of Driver	Does the driver have a valid PrDP (Yes/No)	Expiry date of current driver training certificate	TETA Registered training company name

**5.1.11**

<b>Experience in Health Care Waste services</b>	<b>Comply</b>	<b>Do Not Comply</b>
<p>The bidder must provide contactable reference letter/s where disposal and collection of Health Care Waste services were provided as per the scope of work</p>		
<p><b>Substantiation: The bidder must provide letter/s of affirmation from Government or Private customers to whom the service was delivered. Each letter must be dated, signed and on a letterhead of the customer and indicates</b></p> <ul style="list-style-type: none"> <li>a. The customer Company name and physical address</li> <li>b. Contactable verifiable contract details</li> <li>c. Letter/s must show and specify the quality of disposal and collection of Health Care Waste services with regards to delivery of Consumables, Collection of Waste and Proof of disposal/ destruction of Waste services within the past 60 months (5 years) calculated from the date of submission of the bid</li> </ul>		

**COMPULSORY SITE INSPECTION**

Site Inspection ( <i>Please refer to Annexure 6 - Site Inspection checklist</i> ).	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiate: The bidder must comply with the requirements as per Annexure 6.</b>		

*The site inspection will be conducted to the bidder/s who comply with all Technical Mandatory Requirements*

**6. TECHNICAL/FUNCTIONALITY EVALUATION CRITERIA**

**Minimum threshold:** To be eligible to proceed to the next stage of the evaluation the bidder must achieve a minimum threshold score of **80%**.

**TECHNICAL FUNCTIONALITY REQUIREMENTS**

- The bidder must complete in full all of the TECHNICAL FUNCTIONALITY requirements.
- The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, NHLS reserves the right to treat substantiation evidence that cannot be in the bid response as “NOT COMPLY”.
- Evaluation per requirement. The evaluation (scoring) of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.

Each TECHNICAL FUNCTIONALITY requirement will be evaluated using the following:

**Technical Functionality Requirements**

EVALUATION CRITERIA	Score %	SUBSTANTIATE REFERENCE
<b>Section A: Experience</b>		
Years of experience in Medical waste collection  <b>Organisational experience</b> Work done in the previous years <ol style="list-style-type: none"> <li>1. Letter of appointment or purchase order</li> <li>2. Reference letter Documents on company letter and from the same company and Indicate period of contract</li> </ol>	<b>30%</b>	<b>30%</b> = more than 10 or above.  <b>25%</b> = more than 5 years and less than 10 years.  <b>10%</b> = less than 5 years.
<b>Section B: References</b>		
	<b>30%</b>	

EVALUATION CRITERIA	Score %	SUBSTANTIATE REFERENCE
Number of Signed contactable references	<b>10</b>	<b>10%</b> = more than 5x signed contactable references <b>5%</b> = 4-5 signed contactable references <b>0%</b> =Less than 3 signed contactable references
Maximum number of Sites serviced per contract (as per signed contactable references)	<b>20</b>	<b>20%</b> = more than 10 sites serviced <b>15%</b> = 5- 10 sites serviced <b>5%</b> =Less than 5 sites serviced
<b>Section C: Value of contracts received</b>		
Monetary value of highest contract received as per signed contactable references	<b>10%</b>	<b>10%</b> = Contract above R1million rand <b>5%</b> = Contract between R500 000 and R1million <b>0%</b> = Contracts below R500 000
<b>(Provide proof by means letter of appointment or purchase order or contract document e.g SLA</b>		
<b>Section D: Timeframe of service</b>		
Services rendered within the last 5 years	<b>30%</b>	<b>30%</b> = Services rendered within last year <b>25%</b> = Services rendered within 2-3 years <b>10%</b> = Services rendered 4-5 years ago
<b>Provide proof by means letter of appointment or purchase order or contract document e.g SLA</b>		
<b>Threshold</b>	<b>80%</b>	
<b>Total</b>	<b>100%</b>	

**Minimum threshold:** To be eligible to proceed to the next stage of the evaluation the bidder must achieve a minimum threshold score of **80%**.



**ANNEXURE B: Pricing Schedule**

Please indicate your total bid price here: R\_\_\_\_\_ (Vat Exclusive)

**Important:**

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

**The following must be noted:**

1. All prices must be VAT exclusive and must be quoted in South African Rand (ZAR).
2. All prices must be firm and fixed from the tender closing date and for the duration of the contract
3. All the consortium or joint venture partners must submit a complete set of the latest audited financial statements.
4. All bidders must cost according to the costing template provided or this will lead to disqualification.

5.

The cost of installation, delivery, site preparation etc. Must be included in this proposal.	Comply	Do Not comply
Substantiate / Comments.		

6.

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Do Not comply
Substantiate / Comments.		

7.

The bidder must indicate <b>clearly</b> which portion of the purchase price as well as the monthly costs is linked to the exchange rate.	Comply	Do Not comply
Substantiate / Comments.		

8.

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

**PRICING SCHEDULE – FIRM PRICES**

**(PURCHASES)**

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

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

Name of bidder: _____  Bid number: <b>RFB070/24/25</b> Closing Time 11:00 am Closing date: <b>25 April 2025</b>  Bid Price (Vat incl.) R _____
--

OFFER TO BE VALID FOR **180 DAYS** FROM THE CLOSING DATE OF BID.

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
<b>NO.</b>			<b>** (ALL APPLICABLE TAXES INCLUDED)</b>
-	<b>Required by:</b>		_____
-	<b>At:</b>		_____ _____
-	<b>Brand and model</b>		_____
-	<b>Country of origin</b>		_____
-	<b>Does the offer comply with the specification(s)?</b>	<b>*YES/NO</b>	
-	<b>If not to specification, indicate deviation(s)</b>		_____
-	<b>Period required for delivery</b>		_____ <b>*Delivery: Firm/not firm</b>
-	<b>Delivery basis</b>		_____

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

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

**PRICING SCHEDULE**

Note:

- a) Bidder must complete the consolidated pricing as per tables below.
- b) Prices must be provided in South African Rand (R).
- c) All prices must be VAT INCLUSIVE.
- d) Bidder to ensure that the Prices listed below are included on the Total Declared Price.
- e) Bidders who fail to price according to the costing template provided will be disqualified.
- F) The container price must include the Supply and delivery of container, collection, treatment and disposal.

**CONSOLIDATION**

Proposed NHLS Allocation	Year 1 (Vat Incl.)	Year 2 (Vat Incl.)	Year 3 (Vat Incl.)	Year 4 (Vat Incl.)	Year 5 (Vat Incl.)	Total 5-year Price (Vat Incl.)
Mpumalanga	R	R	R	R	R	R
Gauteng	R	R	R	R	R	R
Kwazulu-Natal	R	R	R	R	R	R
Western Cape	R	R	R	R	R	R
Northern Cape	R	R	R	R	R	R
Easter Cape	R	R	R	R	R	R
North West	R	R	R	R	R	R
Free State	R	R	R	R	R	R
Limpopo	R	R	R	R	R	R
Forensic Chemistry Laboratory	R	R	R	R	R	R
Institutes and Corporate (SAVP, NICD, NIOH& DMP)	R	R	R	R	R	R
						<b>Grand Total</b>
						R

**PRICE DECLARATION FORM**

**Dear Madam /Sir,**

Having read through and examined the Tender Document, **RFB 070/24/25**, General Conditions, the requirement and all other Annexures to the Tender Document, we offer to provide **RFB Number 070/24/25: Appointment of Service Providers for the Legal Collection, Treatment and Disposal of Health Care Risk Waste at the NHLS for a period of five (5) years** as detailed in the bid document, for the total Tendered Contract Sum of in:

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

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

We confirm that this price covers all activities associated with **RFB Number RFB 070/24/25: Appointment of Service Providers for the Legal Collection, Treatment and Disposal of Health Care Risk Waste at the NHLS for a period of five (5) years** but not limited to the supply of all required, for the **RFB Number 070/24/25: Appointment of Service Providers for the Legal Collection, Treatment and Disposal of Health Care Risk Waste at the NHLS for a period of five (5) years**. We confirm that NHLS will incur no additional costs whatsoever over and above this amount in connection with the supply of this solution.

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

We undertake to hold this offer open for acceptance for a period of **180 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

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

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

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



**SIGNED**

**DATE**

\_\_\_\_\_

**(Print name of signatory)**

**Designation**

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

**FOR AND ON BEHALF OF:**

**COMPANY NAME**

\_\_\_\_\_

**Tel No**

\_\_\_\_\_

**Fax No**

\_\_\_\_\_

**Cell No**

\_\_\_\_\_

\_\_\_\_\_

**ANNEXURE C: Bidder’s Disclosure (SBD4)**

---

**1. 1.PURPOSE OF THE FORM**

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

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

**2. Bidder’s declaration**

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

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

Full Name	Identity Number	Name of State institution

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

---

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the

---

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



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



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

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

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

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

**1 GENERAL CONDITIONS**

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the

organ of state.

## **2 DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

### **3.1. POINTS AWARDED FOR PRICE**

#### **3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS**

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

**90/10**

$$Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### **3.2.1. POINTS AWARDED FOR PRICE**

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

**90/10**

$$Ps = 90 \left( 1 + \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

#### **Points awarded for historically disadvantaged individuals**

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

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

Where

- NEP = Points awarded for equity ownership by an HDI  
 NOP = The maximum number of points awarded for equity by an HDI in that specific category  
 EP = The percentage of equity ownership by an HDI within the enterprise or

business, determined in accordance with the definition of HDI's.

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

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

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

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

The specific goals allocated points in terms of this tender	Means of Verification	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
<b>a) Historically Disadvantaged Individuals</b>  (Means a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution").	Valid B-BBEE Certificate/Affidavit Sworn under oath, ID copy of owner/s of the business / Ownership certificate issued by Companies and Intellectual Property Commission (CIPC).	3	
<b>Women</b>	Valid B-BBEE Certificate/Affidavit Sworn under oath, ID copy of owner/s of the business / Ownership certificate issued by Companies and Intellectual Property Commission (CIPC).	2	
<b>Disabled</b>	Valid B-BBEE Certificate/Affidavit Sworn under oath, ID copy of owner/s of the business /	1	



	Ownership certificate issued by Companies and Intellectual Property Commission (CIPC).		
<b>Youth</b>	Valid B-BBEE Certificate/Affidavit Sworn under oath, ID copy of owner/s of the business /  Ownership certificate issued by Companies and Intellectual Property Commission (CIPC).	2	
<b>b) Other Specific Goals (Programmes of the RDP &amp; Local Manufacturing</b> <ul style="list-style-type: none"><li>• Gauteng Province = 2</li><li>• Limpopo &amp; Mpumalanga = 2</li><li>• KwaZulu Natal = 2</li><li>• Western &amp; Northern Cape = 2</li><li>• Eastern Cape = 2</li><li>• Free State &amp; Northwest = 2</li><li>• Outside the province mentioned above = 1</li></ul>	CSD/proof of municipal account /letter from the Ward  Council confirming the business address	2	
<b>Total Points</b>		<b>10</b>	

**1. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 Type of Company/Firm

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 Describe Principal Business Activities

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

8.6 Company Classification

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

[TICK APPLICABLE BOX]

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

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

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

(e) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

.....



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

I, the Undersigned

<b>Full Name and Surname:</b>	
<b>Identity Number:</b>	

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 authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading (if applicable):</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, Pty Ltd, Sole Prop etc.)</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People:</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ol style="list-style-type: none"> <li>Who are citizens of the Republic of South Africa by birth or descent; or</li> <li>Who became citizens of the Republic of South Africa by naturalization-             <ol style="list-style-type: none"> <li>Before 27 April 1994; or</li> <li>On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</li> </ol> </li> </ol>

- I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
  - The Enterprise is \_\_\_\_\_% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
  - The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands).
- Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

<b>100% Black Owned</b>	Level One (135% B-BBEE procurement recognition level)	
<b>At least 51% Black Owned</b>	Level Two (125% B-BBEE procurement recognition level)	

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. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

\_\_\_\_\_  
**Commissioner of Oaths**  
**Signature and Stamp**

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

---

I, the Undersigned

<b>Full Name and Surname:</b>	
<b>Identity Number:</b>	

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 authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading (if applicable):</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, Pty Ltd, Sole Prop etc.)</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People:</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> <li>c. Who are citizens of the Republic of South Africa by birth or descent; or</li> <li>d. Who became citizens of the Republic of South Africa by naturalization- <ul style="list-style-type: none"> <li>iii. Before 27 April 1994; or</li> <li>iv. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</li> </ul> </li> </ul>

- I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
  - The Enterprise is \_\_\_\_\_% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
  - The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.



- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) or less.
- Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

<b>100% Black Owned</b>	<b>Level One</b> (135% B-BBEE procurement recognition level)	
<b>At least 51% Black Owned</b>	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
<b>Less than 51% Black Owned</b>	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

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. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

\_\_\_\_\_  
**Commissioner of Oaths**  
**Signature and Stamp**

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

---

### **NOTES**

The purpose of this document is to:

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

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

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

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

### **TABLE OF CLAUSES**

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

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

#### **General conditions of contract**

##### **1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of Bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organisation purchasing the goods.
- 1.22 "Republic" means the RSA.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

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

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

## **6. Patent rights**

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



## **7. Performance security**

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

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

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4 performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - 13.1.5 training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.1 such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - 14.1.2 in the event of termination of production of the spare parts:
    - 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - 14.1.2.2 following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for

eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

## **16. Payment**

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

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

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

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1 if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- 23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2 the date of commencement of the restriction
- 23.6.3 the period of restriction; and
- 23.6.4 the reasons for the restriction.
- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

**25. Force majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of disputes**

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

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

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

## **28. Limitation of liability**

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

## **32. Taxes and duties**

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



- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the SARSs.

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

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

**34. Prohibition of restrictive practices**

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

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

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