OUTSOURCING OF SERVICE PROVIDER FOR THE REMOVAL AND DESTRUCTION OF HEALTH CARE RISK WASTE FOR WESTERN CAPE OVER A PERIOD OF THREE (03) YEARS

SPSC / B / 013 / 2026

FOR DEPARTMENT OF DEFENCE

SIMON'S TOWN PROCURMENT SERVICE CENTRE

CLOSING DATE: 19 NOVEMBER 2026

TIME: 11H00

VALIDITY: 120 CALENDAR DAYS

CONTACT INFORMATION

Technical Information:

Contact:	Chief Petty Officer I. van der Westhuizen
Email Address:	spsctechsection@gmail.com f
Office Tel No:	(021) 787 5207

Administrative Information:

Contact:	Chief Petty Officer M.L. Claassen
Email Address:	spscbidinvitation@gmail.com spscbidinvitation@dod.mil.za
Office Tel No:	(021) 787 5146

Address for depositing of bid documents

Street:	Simon's Town Procurement Service Centre No. 2 Arsenal Road Simon's Town 7995

BID SUBMISSIONS

Closing period of bid: **Minimum 21 working days**

Validity of Bid: **120 calendar days**

logistics division
Department:
Defence
REPUBLIC OF SOUTH AFRICA

BID EVALUATION INSTRUCTIONS

1. All entries are to be completed in any **non-erasable ink** of your choice preferably **Blue** or **Black** ink. Amendments, scratching out, use of Tippex and omission to any documents will Invalidate the bid.

2. Except where otherwise indicated, all questions must be completed.

3. **No** bids received by **email**, **facsimile** or similar medium will be considered. The original bid must be deposited at the entrance (green box) or handed in at the Bid receipt section at SPSC, 2 Arsenal Road, Simon's Town.

4. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document

5. All information regarding the evaluation process must be treated as confidential.

6. The **2 ENVELOPE** system will be utilized. Bidders are required to submit two separate, properly sealed envelopes, both clearly marked with the Company Name, Bid Number and Closing Date.

Envelope 1:

a. Pricing Schedule
b. Price Quotation

Envelope 2: SBD documents, statement of work and all other required documents.

NOTE THAT IF THE DOCUMENTS ARE SUBMITTED IN ONE ENVELOPE AND NOT IN TWO ENVELOPES AS INDICATED ABOVE, THIS OFFER WILL BE INVALIDATED

7. The bids will be evaluated according to the following criteria:

a. Two (2) Envelope System.

b. Mandatory Criteria and Administration Criteria (Phase 1, Stage 1).

c. Mandatory Technical evaluation (Phase 1, Stage 2).

d Functionality (Phase 2)

e. Price and Specific Goals (Phase 3 & 4).

8. This requirement will be awarded using the 80/20 principal

9. No late bids will be accepted after the closing date and time.

10. The Simon's Town Procurement Service Centre will award this Bid per line item and per grouping.

11. The Department of Defence reserves the right to award a product with a Specification Deviation.

12. All information regarding the Evaluation process must be treated as confidential.

13. The Department of Defence reserves the right to request any information that will not interfere with the bid competiveness.

14. Items must comply with the specifications as detailed in the bid document.

MANDATORY CRITERIA

Envelope one (1)

The Pricing Schedule must be submitted in Envelope one (1). Bidders that do not submit the **Pricing Schedule** in Envelope one (1) will be eliminated / excluded and **will not proceed to Phase 1 Stage 1.**

S/NO	Mandatory Criteria
	Phase 1 Stage 1 (1)
	Envelope One
1.	**Pricing Schedule:** All fields on this document must be fully completed. Attention must be given to page 1, Bidders to complete the address block or make use of a Company Stamp, Total Unit Cost and Total Cost must be completed. Failure to complete and submit this documents as indicated by the closing date and time **will invalidate this offer. Appendix A**
2.	**Price Quotation:** Bidders are required to submit a quotation with their VAT registration number, if registered for VAT, on an official Company letterhead. Failure to submit a Price Quotation on an official Company letterhead by the closing date and time **will invalidate this offer. Appendix B**

MANDATORY ADMINISTRATION EVALUATION CRITERIA: ENVELOPE 2

Phase 1: Bidders will be evaluated as follows:

Envelope Two (2)

Phase 1 Stage 1 Mandatory Administration: Compliance to Mandatory Administration Evaluation Criteria, bidders that do not fully comply with the Mandatory Administration Evaluation Criteria will be eliminated / excluded and **will not proceed to Phase 1 Stage 2.**

S/NO	Mandatory Criteria
	Envelope 2
	Phase 1, Stage 1, Mandatory Evaluation Criteria
3.	**SBD 4 - Bidders Disclosure:** This document must be fully completed. Failure to submit this document as indicated by the closing date and time **will invalidate this offer. Appendix C**
4.	**SBD 6.1 Preference Points Claim Form:** Bidders to claim their Specific Goal Points for 80/20. Failure to claim Specific Goal Points as indicated by the closing date and time **will forfeit your Specific Goals points. Appendix D**
6.	**SBD 6.1 -Preference Points Claim Military Veteran Proof:** Bidders who are claiming points for being a military Veteran must submit a Confirmation of Listing on the Military Veterans Database as proof with their SBD 6.1 Failure to submit this document as indicated by the closing date and time **will forfeit your Specific Goals points. Appendix E**
5	**Compulsory Briefing Session Certificate:** Suppliers/Contractors are advised to send a technically knowledgeable representative to the Briefing Session. Failure to attend the compulsory Briefing Session and submit the completed and signed Briefing Session certificate by the closing date and time **will invalidate your offer. Appendix F**

S/NO	Administration Criteria Envelope 2
	Phase 1, Stage 1, Administration Evaluation Criteria
6	**SBD 1 / Invitation to Bid:** This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer**. **Appendix G**
14.	**SPSC Indemnity Agreement Form:** This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer**. **Appendix H**
15.	**Written Agreement wrt Occupational Health and Safety Agreement (OHASA):** The OHASA agreement, signed amongst the DOD and bidder to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer**. **Appendix I**
8.	**Central Suppliers Database (CSD) Full Registration Report:** The CSD Full Registration Report should be submitted, The following points are essential: i. CSD Full Registration Report should not be older than 14 days ii. Tax Compliant on day of award. If not compliant, a grace period of 7 days will be given to update this status. iii. Successfully verified bank details iv. May not be a restricted supplier v. Physical Address type (must be a physical street address) iv. Suppliers should be registered for the commodity/service required for this bid. **Failure to submit the CSD Full Registration Report by the closing date and time may invalidate this offer. Appendix J**
10.	**SPSC Group Questionnaire:** This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer. Appendix K**
11.	**Defence Intelligence Questionnaire (D.I.)** The DI Vetting form to be completed in full. Failure to submit the DI Vetting form and required documentation as indicated, by the closing date and time **may invalidate this offer.** **N.B. The short listed companies will be requested to submit thumb prints. Appendix L**
12.	**Price list for replacing of Containers:** Bidders must provide a pricelist for the replacement of containers, in the event that a container is severely damaged due to negligence by any member from SAHMS if proven so. Failure to submit this document as indicated by the closing date and time **may invalidate this offer. Appendix M**

MANDATORY TECHNICAL EVALUATION

Phase 1 Stage 2: Bidders must comply with Scope of Work. Bidders who do not will be invalidated/ excluded and will not proceed to Phase 2.

S/No	Criteria
	Phase 1 Stage 2
1.	**SCOPE OF WORK**: The bidder's compliance must be indicated on last page of the Specification by means of **signing at the bottom** of the page in the given space for **each category**; ***Health Care Risk Waste (HCRW) B-28***, ***Medical Waste Specific Requirements & Specifications (B-32)***, ***Pharmaceutical Waste Removal (B-36)*** and ***Removal of Chemical Waste (B-40)***. The most suitable supplier will be awarded in accordance with compliance to Statement of Work and fit for purpose A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that stated/specified. This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Simon's Town Procurement Service Centre **Failure to comply will invalidate this offer. Appendix N**
2.	**Spill Kits:** The contractor must make available emergency spill kits to all SAMHS Health Care Facilities. Bidder to list the contents of emergency spill kits. This information must be submitted on a separate page. **Failure to comply will invalidate this offer. Appendix O**
3.	**Registration Authority and Permits:** Bidders must submit *certified proof* of *current and valid registration* of the following Registration Authority and Permits, 1. Proof of registration with Department of Forestry, Fishery and the Environment for treatment and disposal facilities that will be used. 2. Vehicle registration as per requirements of the traffic department, 3. Permit to operate as HCRW transporter in KZN Province, 4. Storage facility(s), 5. Treatment plant / Safe disposal facilities, 6. Landfill Permit, 7. Department of Forestry, Fisheries and the Environment (Hazardous Waste Management) which complies with KZN Province regulations, 8. Registered Pharmacist as per South African Pharmacy Council (SAPC) requirements, 9. ISO 9001: Quality Management System, in the Bidding Company name.

S/No	Criteria
	10. ISO 14000 Series Environmental Management System, In Bidders Name
	11. Should a bidder not have a treatment plant/safe disposal facilities or landfill site, the following must be provided with the bid; a. Service level agreement with the registered treatment facility. b. Service level agreement with the registered landfill/disposal facility. **Failure to submit these documents as indicated by the closing date and time will invalidate this offer. Appendix P**

Appendix A

PRICING SCHEDULE

Pricing Schedule: All fields on this document must be fully completed. Attention must be given to page 1, Bidders to complete the address block or make use of a Company Stamp, Total Unit Cost and Total Cost must be completed.

Failure to complete and submit this documents as indicated by the closing date and time **will invalidate this offer. Appendix A**

the sandf
Department:
Defence
REPUBLIC OF SOUTH AFRICA

Request for Bid : SPSC/B/013/2026

Author: M.L. Claassen
Date: 10/28/2026 14:35:11

PRICING SCHEDULE

Bid No.	SPSC/B/013/2026		
Document No:	0000650861	Document Type	Request for Bid Open
Description:	OUTSOURCING OF SERVICE PROVIDER FOR THE REMOVAL AND DESTRUCTION OF HEALTH CARE RISK WASTE FOR WESTERN CAPE OVER A PERIOD OF THREE (03) YEARS	Company Name:	
		Attention:	
Currency:	ZAR	Tel No:	
Closing Date:	2026/11/19 11:00:00	Fax No:	
Status:	Created	Cell No:	
Validity Days:		Email:	

No.	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
1	35150565	OUTSOURCING FOR A SERVICE PROVIDER FOR THE REMOVAL AND DESTRUCTION OF MEDICAL CARE RISK WASTE FOR THE WESTERN CAPE FOR YEAR 1	2 MILITARY HOSPITAL	Wynberg	PER YEAR	
	Line Comment		**Lead Time**	**Quantity Required**	**Quantity Available**	
				1		
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
2	35150565	OUTSOURCING FOR A SERVICE PROVIDER FOR THE REMOVAL AND DESTRUCTION OF MEDICAL CARE RISK WASTE FOR THE WESTERN CAPE FOR YEAR 2	2 MILITARY HOSPITAL	Wynberg	PER YEAR	
	Line Comment		**Lead Time**	**Quantity Required**	**Quantity Available**	
				1		
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3	35150565	OUTSOURCING FOR A SERVICE PROVIDER FOR THE REMOVAL AND DESTRUCTION OF MEDICAL CARE RISK WASTE FOR THE WESTERN CAPE FOR YEAR 3	2 MILITARY HOSPITAL	Wynberg	PER YEAR	
	Line Comment		**Lead Time**	**Quantity Required**	**Quantity Available**	
				1		
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Indicate Lead Time for all Items (Days)

The following conditions are hereby accepted:
"Standard Terms and Conditions" or "General Conditions of Contract" Available on Websites () or attached.
The awarding of the price quotation as determined by (Department of Defence).

The following is hereby certified:
This offer is correct and any mistakes will be at my risk.
I accept responsibility for the execution of all obligations entrusted upon me.
I did not participate in any collusive practices with any other supplier or any other person regarding this price quotation or any other price quotation.
I am duly authorized to sign the price quotation.
The offer is inclusive of value Added Tax

Name: ..... Capacity: .....

Signature: ..... Date: .....

		Grand Total Including Vat:	
Price Firm Y/N		**Brand & Model**	
Do You Accept Goverment Orders Y/N		**Delivery Period Firm Y/N**	
Comply with Specification Y/N		**If Not, Deviations**	

Questionnaires

Questionnaires / Evaluation Criteria

THE 80/20 QUESTIONNAIRE EVALUATION TEMPLATE V2

Question/s		
Level 1: 51% owned by Black Women Military veterans / 51% owned by Black youth / 51% owned by Black people with disability **Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EMEs** **Level 3: 51% owned by Women Military veterans / 51% owned by Black Male EMEs / 51% owned by Black Women QSEs/51% owned by Women EMEs**		**Options**
	☐	LEVEL1
	☐	LEVEL2
	☐	LEVEL3
	☐	LEVEL4
	☐	LEVEL5
	☐	LEVEL6

Level 4: 51% owned by Male Military veterans / 51% owned by youth / 51% owned by any other EMEs/ 51% owned by Black Male QSEs / 51% owned by Women QSEs Level 5: 51% owned by any other QSEs	☐	LEVEL7
	☐	LEVEL8
	☐	NON-COMPLIANT

Attachment Description	Attachment File Name

CATERGORIES OF HEALTH CARE RISK WASTE FOR REMOVAL AND DISTRUCTION

S/N	DESCRIPTION	UNIT OF MEASURE	YEAR 1	YEAR 2	YEAR 3
01	Human and veterinary	KG			
02	Anatomical with formaldehyde	KG			
03	Infectious Non-Anatomical HCRW	KG			
04	Flammable solids or substances	Per KG			
05	Flammable solids or substances liable to spontaneous combustion	Per KG			
06	Flammable solids or substances that emit flammable gases	Per KG			
07	Oxidizing Substances	Per KG			
08	Organic Peroxides	Per KG			
09	Halogens	KG			
10	Cytotoxic	KG			
11	Heavy metals	KG			
12	Aerosol Canister	KG			
13	Controlled Substances	KG			
14	Anti-Infective Drugs	KG			
15	Antiseptics and Disinfectants	KG			
16	Solids and Semi Solids	KG			
17	Oxidizing Substances	Per Litre			
18	Flammable liquids below 18 Degrees Celsius	Per Litre			
19	Flammable liquids up 18 Degree Celsius but not including 23 Degree Celsius	Per Litre			
20	Flammable liquids up 23 Degree Celsius up to 61 Degree Celsius	Per Litre			

S/N	DESCRIPTION	UNIT OF MEASURE	YEAR 1	YEAR 2	YEAR 3
21	Organic Peroxides	Per Litre			
22	Toxic substances	Per Litre			
23	Infectious Substances	Per Litre			
24	Corrosive Substances	Per Litre			
25	Sharp container 1.4 Litre	Per Container			
26	Sharp container 2 Litre	Per Container			
27	Sharp container 2.5 Litre	Per Container			
28	Sharp container 5 Litre	Per Container			
29	Sharp container 7.6 Litre square bucket to fit bracket	Per Container			
30	Sharp container 10 Litre	Per Container			
31	Sharp container 20 Litre	Per Container			
32	Sharp container 25 Litre	Per Container			

S/N	DESCRIPTION	UNIT OF MEASURE	YEAR 1	YEAR 2	YEAR 3
33	Speci Bin 2.5 Litre Container	Per Container			
34	Speci Bin 5 Litre Container	Per Container			
35	Speci Bin 10 Litre Container	Per Container			
36	Speci Bin 20 Litre Container	Per Container			
37	Speci Bin 25 Litre Container	Per Container			
38	50 Litre Limb Bin Container	Per Container			
39	100 Litre Limb Bin Container	Per Container			
40	100 Litre Light Weight Limb Bin Container	Per Container			
41	Chemical Drum 25 Litre container	Per Container			
42	Pharmaceutical 20 Litre Container	Per Container			
43	GHCRW Wheelie Bin 240 Litre	Per Container			
44	12 Litre Red liner (Placenta) @ 80 Micron	Per Liner			
45	25 Litre Red liner @ 80 – 100 Micron	Per Liner			
46	Red Liner 50 Litre @ 80 - 100 Micron	Per Liner			
47	Red Liner 140 Litre @ 80 - 100 Micron	Per liner			
48	240 Litre Red liner @ 80 – 100 Micron	Per Liner			
49	25 Litre Corrugated Box and Lid	Per Set			
50	50 Litre Corrugated Box and Lid	Per Set			
51	140 Litre Corrugated Box and Lid	Per Set			
52	Bio Hazard Tape	Per Roll			
53	Cable Ties / 100 (300mm x 4.8mm)	Per 100			
54	Reusable Rubber Gloves	Per Pair			
55	Corrugated Box Set 140 Litre	Per Set			
56	Spill Kits	Per Set			
		Total cost per year			

Total Grand Total (for all three years) R

COLLECTION POINTS OF THE HEALTH CARE RISK WASTE

WESTERN CAPE PROVINCE COLLECTION POINTS

1. 2 Military Hospital (Wynberg)
2. Institute of Maritime Medicine – Simon's Town
3. Area Military Health Unit Western Cape (Wynberg)
4. Regional Occupational Health and Safety Centre – Simon's Town
5. 3 Medical Battalion Group (Wingfield)
6. Air Force Base Overberg Sickbay
7. 9 South African Infantry Battalion - Health Centre Eersterivier
8. George Sickbay
9. Naval College - Gordons Bay Sickbay
10. Langebaan Sickbay
11. Airforce Base Langebaanweg - Health Centre Langebaanweg
12. SAS Wingfield – Health Centre Wingfield
13. Infantry School Oudtshoorn – Health Centre South Coast

14. Saldanha Military Area - Saldanha Sickbay
15. Airforce Base Ysterplaat – Sickbay
16. SAS WINGFIELD - Wingfield Veterinary Services
17. ASB Youngsfield – Health Centre Youngsfield
18. Operational Deployment Health Facility (as per arrangement)

Appendix B

PRICIE QUOTATION

Price Quotation: Bidders are required to submit a quotation with their VAT registration number, if registered for VAT, on an official Company letterhead.

Failure to submit a Price Quotation on an official Company letterhead by the closing date and time **will invalidate this offer. Appendix B**

APPENDIX C

SBD 4: BIDDERS DISCLOSURE

SBD 4 - Bidders Disclosure: This document must be fully completed.

Failure to submit this document as indicated by the closing date and time **will invalidate this offer. Appendix C**

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural of 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 [1] in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State Institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

2.2.1 If so, furnish particulars:

.....

.....

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

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, submitting the
(name)
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 [2] 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.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

3.7 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 PARAGRAPS 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**

APPENDIX D

SBD 6.1: PREFERENCE POINTS CLAIM FORM

SBD 6.1 Preference Points Claim Form: Bidders to claim their Specific Goal Points for 80/20.

Failure to claim Specific Goal Points as indicated by the closing date and time **will forfeit your Specific Goals points. Appendix D**

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 FORMS, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

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

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

1.2. To be completed by the organ of state
(delete whichever is not applicable for this tender)

a) ~~The applicable preference point system for this tender is the 90/10 preference point system~~.

b) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

1.4. To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

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 included 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

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

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

80/20 or 90/10

$PS = 80\,(1 \frac{Pt - P\,min}{P\,min})$ OR $PS = 90\,(1 \frac{Pt - P\,min}{P\,min})$

Where

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

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$PS = 80\ (1 \frac{Pt-P\ max}{P\ max})$ OR $PS = 90\ (1 \frac{Pt-P\ max}{P\ max})$

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 purpose 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-generation 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.

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

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

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

TABLE 1: **THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL**

Status Level	**The specific goals allocated points in terms of this tender**	**Number of points allocated (90/10 system) (To be completed by the organ of state)**	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (90/10 system) (To be completed by the tenderer**	**Number of points claimed (80/20 system) (To be complete d by the tenderer**
LEVEL 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability		20		
LEVEL 2	51% owned by Black Male Military veterans or 51% owed by people with disability or 51% owned by Black Women EME's		18		
LEVEL 3	51% owned by Women Military veterans or 51% owned by Black Male EME's or 51% owned by Black Women EME's or 51% owned by Black Women QSE's		16		

Status Level	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer	Number of points claimed (80/20 system) (To be complete d by the tenderer
LEVEL 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EME's or 51 owned by Black Male QSE's or 51% owned by Women QSE's	[redacted]	14	[redacted]	
LEVEL 5	51% owned by any other QSE's		12		
LEVEL 6	NOT APPLICABLE				
LEVEL 7	NOT APPICABLE				
LEVEL 8	Non-compliant	[redacted]	0	[redacted]	

NOTE: Bidders Specific Goal Points claimed will be verified against the CSD Registration Report.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:.....

4.5. **TYPE OF COMPANY/FIRM**

- ☐ Partnership / Joint Venture / Consortium
- ☐ One-Person business / sole propriety
- ☐ Close Corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned company

(TICK APPLICABLE BOX)

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) if the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have-

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellations;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

NOTE: The Department of Defence reserves the right to verify the truthfulness of the claims (par 4.6 iii).

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....
.....
.....
.....

APPENDIX E

SBD 6.1: PREFERENCE POINTS CLAIM MILITARY VETERAN PROOF

SBD 6.1 Preference Points Claim Military Veteran Proof:
Bidders who are claiming points for being a military Veteran must submit a Confirmation of Listing on the Military Veterans Database as proof with their SBD 6.1

Failure to submit this document as indicated by the closing date and time **will forfeit your Specific Goals points. Appendix E**

APPENDIX F

Compulsory Briefing Session Certificate: Suppliers/Contractors are advised to send a technically knowledgeable representative to the Briefing Session.

Failure to attend the compulsory Briefing Session and submit the completed and signed Briefing Session certificate by the closing date and time **will invalidate your offer. Appendix F**

logistics division

Department:
Defence
REPUBLIC OF SOUTH AFRICA

BRIEFING SESSION CERTIFICATE

Briefing Session Date: 10 NOVEMBER 2026

Briefing Session Time: 11H00

Venue: 2 MILITARY HOSPITAL, ADMINISTRATION BUILDING, BOARD ROOM NR 2, WYNBERG

Bid Number: SPSC / B / 013 / 2026

Closing Date: **19** NOVEMBER 2026

Closing Time: 11H00

Validity Period: 120 Calendar Days

The Information Briefing Session is compulsory and the signed and stamped certificate must be submitted as Appendix F as part of the Bid document.

It is hereby confirmed that:

_____

(Legal Name of Company)

_____

(Name of Company Representative)

Attended the official Briefing Session and cognisance has been taken of the information as per the presentation, bid document, the brochure / hand-out and all relevant documentation.

_____

Signature of Company Representative

_____ _____

Simon's Town Procurement Service centre Representative **Official Date Stamp**

The time as stipulated in the Bid Document for the Briefing Session and latecomers will under no circumstances be permitted to attend.

Failure to attend the Briefing Session and provide this completed certificate with the Bid Document by the closing date and time will invalidate your Bid.

APPENDIX G

SBD 1: INVITATION TO BID

SBD 1 / Invitation to Bid: This document to be fully completed.

Failure to submit this document as indicated by the closing date and time **may invalidate this offer**. **Appendix G**

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SIMON'S TOWN PROCUREMENT SERVICE CENTRE					
BID NUMBER:	SPSC-B-013-2026	CLOSING DATE:	19 NOVEMBER 2026	CLOSING TIME:	11:00
DESCRIPTION	OUTSOURCING OF SERVICE PROVIDER FOR THE REMOVAL AND DESTRUCTION OF HEALTH CARE RISK WASTE FOR WESTERN CAPE FOR A PERIOD OF THREE YEARS (3)				

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

DOCUMENTS TO BE DEPOSITED AT THE ENTRANCE (GREEN BOX) SIMON'S TOWN PROCUREMENT SERVICE CENTRE, NO: 2 ARSENAL ROAD, SIMON'S TOWN OR HANDED IN AT THE BID RECEPTION SECTION, NO: 2 ARSENAL ROAD, SIMON'S TOWN (DIRECTIONS TO THE ABOVE ADDRESS AVAILABE WITH THE BID DOCUMENTS)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	CHIEF PETTY OFFICER M.L. CLAASSEN	CONTACT PERSON	CHIEF PETTY OFFICER I. VAND DER WESTHUIZEN
TELEPHONE NUMBER	021 787 5146	TELEPHONE NUMBER	021 787 5207
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	spscbidinvitation@dod.mil.za spscbidinvitation01@gmail.com	E-MAIL ADDRESS	spsctechnical@dod.mil.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

APPENDIX H

SPSC INDEMNITY AGREEMENT FORM

SPSC Indemnity Agreement Form: This document to be fully completed.

Failure to submit this document as indicated by the closing date and time **may invalidate this offer. Appendix H**

logistics division

Department:
Defence
REPUBLIC OF SOUTH AFRICA

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: _____

_____IN RESPECT OF SPSC / B / ___ / 2026

INDEMENITY

1. I agree that the Department of Defence, it's agents. Officers, employees, volunteers and representatives (hereafter referred to as "DOD") are indemnified from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, illness, injuries or disability of any such person(s), or the damage to the property of mine or any other person(s) that may result from or be related to the execution of this contract.

2. The DOD and its employees will not be held responsible for any claim or injury to my personnel or the personnel of my sub-contractors, if and when applicable, whilst on DOD property or in the execution of their tasks on DOD property.

DAMAGE COMPENSATION

3. I will be held liable for any damage or theft that may be caused, to the premises or content by me or my employees or be due to our neglect whether in the normal execution of our duties or otherwise and a claim for indemnification can accordingly be imposed by the DOD against me.

4. In the case of damages to premises or content resulting from the work done, I undertake to rectify the damage immediately to the satisfaction of the DOD. If I fail to act immediately after notification, the DOD will rectify the damage at will and the cost thereof will be recovered from any monies outstanding to me.

WAIVER

5. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and sighed by the parties thereto, and any waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of right, power or privilege.

ACKNOWLEDGEMENT

I acknowledge that I have read and understood this agreement, that I have executed this agreement voluntarily and that this agreement is binding to myself. I accept that the DOD may reject the offer and/or act against me if I contravene this agreement.

_____ _____

Full Name and Signature of Bidder's Duly Authorised Representative **Date**

Witness 1: _____ **Witness 2:** _____

Date: _____

APPENDIX I

WRITTEN AGREEMENT WRT OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (OHASA)

Written Agreement wrt Occupational Health and Safety Agreement (OHASA): The OHASA agreement, signed amongst the DOD and bidder to be fully completed

Failure to submit this document as indicated by the closing date and time **may invalidate this offer**. **Appendix I**

WRITTEN AGREEMENT TO COMPLETE AN OCCUPATIONAL HEALTH AND SAFETY AGREEMENT FOR THE COMPLETION OF A CONTRACT ENTERED INTO BETWEEN

THE DEPARTMENT OF DEFENCE AND _____

_____(Herein after referred to as the contractor)

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993 AS AMENDED

WORKMAN COMPENSATION NUMBER: _____

1, **I, (full names)** _____

(Identity Number_____**)** being fully authorised to represent the Contractor, do hereby confirm that the supplier is an employer on its own right with duties as prescribed in the Occupational Health and Safety Act 85 of 1993 as amended and agree to ensure that all work will be performed or plant and machinery will be used in accordance with the provision of the said Act.

2. I hereby confirm that I will ensure that all our employees or Subcontractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are working with or on Department of Defence (DOD) property for the duration of the contract period.

3. I furthermore confirm that we and / or our Subcontractor(s) are in possession of a valid "Certificate of good standing" issued by the Workman Compensation Commissioner.

4. I furthermore confirm and agree that I and / or our Subcontractor(s) will sign a written agreement on occupational health and safety responsibilities for completion of a contract entered into between the Department of Defence **within 10 days** of the award of the contract should we be successful bidder. I acknowledge that should I fail to sign the OHAS agreement within this period; the contract will be terminated with immediate effect with no recourse on my behalf.

_____
Signed By Contractors Authorised Representative

_____
Full Name of Contractors Authorised Representative

Witnesses 1._____

2._____

Signed and entered into at _____ on_____2026

APPENDIX J

CENTRAL SUPPLIER DATA BASE (CSD) FULL REGISTRATION REPORT

Central Suppliers Database (CSD) Registration Report: The CSD Full Registration Report should be submitted, The following points are essential:

i. CSD Full Registration Report should not be older than 14 days

ii. Tax Compliant on day of award. If not compliant, a grace period of 7 days will be given to update this status.

iii. Successfully verified bank details

iv. May not be a restricted supplier

v. Physical Address type (must be a physical street address)

iv. Suppliers should be registered for the commodity/service required for this bid.

Failure to submit the CSD Full Registration Report by the closing date and time may invalidate this offer. Appendix J

SPSC GROUP QUESTIONNAIRE

SPSC Group Questionnaire: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer. Appendix K**

Failure to submit this document as indicated by the closing date and time may invalidate this offer.

Appendix K

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID: 19 NOVEMBER 2026
CLOSING TIME OF BID: 11H00

BID NUMBER: SPSC-B-013-206
VALIDITY: 120 CALENDAR DAYS

GROUP QUESTIONNAIRE

Circle applicable response and delete not applicable response.

Service required for **OUTSOURCING OF SERVICE PROVIDER FOR THE REMOVAL AND DESTRUCTION OF HEALTH CARE RISK WASTE FOR THE WESTERN CAPE OVER A PERIOD OF THREE (03) YEARS**

1. Do you confirm compliance to 120 calendar day's validity period? **YES / NO**
If not, state reason/s: _____

2. Is your price firm for the validity period of 120 calendar days? **YES / NO**
If not, state reason/s: _____

3. Do you accept Government Orders? **YES / NO**

4. Lead Time/Delivery period required by supplier after receipt of order: days, weeks or months
_____

5. Indicate the Brand Offered:_____

Copies of General Bid Conditions and General Conditions of Contract are available from the National Treasury Website (www.treasury.gov.za)

6. Do you confirm compliance to the Special Conditions of Contract, General Bid Conditions and General Conditions of Contract?
YES / NO

7. Do you confirm that you may sign a SBD 7.1 or SBD 7.2 on award, **YES /NO**

General Information

8. Bid Documents: have you made/kept a copy of completed Bid documents for reference purposes: **YES / NO**

Clarification of Information: It has been noted and confirmed that the DOD may request clarification on any information regarding any aspect included in the bid document. The bidder is to supply the requested information within the requested time span. Failing may result in the bid being disqualified.

ADMINISTRATION
Bidders are requested to number each page of the Bid Document submitted. Pages are to be numbered from the bottom page to the top page (top right hand corner)

NB: SPSC RESERVES THE RIGHT TO RECALL THE BIDDER/S TO COMPLY WITH THE ABOVE ADMINISTRATION INSTRUCTION

I/WE HEREBY CONFIRM THAT I/WE HAVE COMPLIED WITH ALL OF THE ABOVE REQUIREMENTS

WITNESS 1: _____ DATE: _____

WITNESS 2: _____ DATE: _____

BIDDER NAME: _____

SIGNATURE: _____ DATE: _____

Capacity under which this bid is signed _____

APPENDIX L

Defence Intelligence Questionnaire (D.I.) The DI Vetting form to be completed in full. Failure to submit the DI Vetting form and required documentation as indicated, by the closing date and time **may invalidate this offer. Appendix L**

Failure to submit the DI Vetting form and required documentation as indicated, by the closing date and time **may invalidate this offer.**

Appendix L

DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/01/2014

QUESTIONNAIRE: **MAIN CONTRACTOR**

Company Name: .....

Company Registration Number: .....

DOD Supplier Code (if already registered with the DOD): .....

Personal particulars of Company Director(s) (Include copy of RSA Identification and passport document):

.....

.....

.....

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Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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Company Physical Address: .....

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Company Postal Address: .....

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Company Core Business:

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SECTION B

SUB CONTRACTORS DETAILS

Personal particulars of sub-contractors if any (Include copy of RSA Identification and passport documents):

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Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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Sub Contractors Company Physical Address:

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Sub Contractors Company Postal Address:

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Sub Contractors Company Core Business:

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SECTION C

MAIN CONTRACTOR

1. When did the company begin with its operations?

   Answer: .....

2. Is the company registered with the Company and Intellectual Property Commission (CIPC)? If yes, provide the registration number and attach a certified copy of the registration certificate.

   Answer: .....

3. List the services that will be rendered by the company to the SANDF?

   Answer: .....

   .....

   .....

4. Which DOD installations/unit and specific area/section does the company required access to?

   Answer: .....

   .....

   .....

5. Name list and copies of RSA ID's / passports of all employees entering the DOD installation.

   Answer: .....

   .....

   .....

6. Does the company provide services to other RSA state departments? If yes, provide the names of the departments and the period/s during which service was provided.

   Answer: .....

   .....

   .....

7. Does the company provide services to foreign governments and/or companies? If so, provide details.

Answer: .....

.....

.....

8. Has the company been implicated in any fraudulent activities? If yes, provide details.

Answer: .....

.....

.....

9. Has the company been implicated in any corrupt practices? If yes, provide details.

Answer: .....

.....

.....

10. Has the company been implicated in any other criminal activity? If yes, provide details.

Answer: .....

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11. Is the company under investigation by any government security agency? If yes, provide details.

Answer: .....

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.....

12. What known factor could possibly prevent this company from entering into contract with the Department of Defence and Military Veterans or any component thereof and why?

Answer: .....

.....

.....

Compiled by:

Name: .....

Identification Number: .....

Position in Company: .....

Signature: .....

Date: .....

NB: Important; The following documentation is Mandatory and is to be included in the DI vetting declaration

- *The profiles of the Director(s) of the Main Contractor and Sub- Contractors as well as their RSA Identification and passport documents.*
- *The registration number and attach a certified copy of the registration certificate with the Company and Intellectual Property Commission (CIPC).*
- *Name list and RSA IDs of all personnel entering DOD premises except for Courier.*
- Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation).

APPENDIX M

Price list for replacing of Containers: Bidders must provide a pricelist for the replacement of containers, in the event that a container is severely damaged due to negligence by any member from SAHMS if proven so.

Failure to submit this document as indicated by the closing date and time **may invalidate this offer. Appendix M**

APPENDIX N

STATEMENT OF WORK

SCOPE OF WORK: The bidder's compliance must be indicated on last page of the Specification by means of **signing at the bottom** of the page in the given space for **each category**; ***Health Care Risk Waste (HCRW) B-28***, ***Medical Waste Specific Requirements & Specifications (B-32)***, ***Pharmaceutical Waste Removal (B-36)*** and ***Removal of Chemical Waste (B-40)***. The most suitable supplier will be awarded in accordance with compliance to Statement of Work and fit for purpose

A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that stated/specified.

This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Simon's Town Procurement Service Centre

Failure to comply will invalidate this offer. Appendix N

APPENDIX O

Spill Kits: The contractor must make available emergency spill kits to all SAMHS Health Care Facilities. Bidder to list the contents of emergency spill kits. This information must be submitted on a separate page.

Failure to comply will invalidate this offer. Appendix O

APPENDIX P

Registration Authority and Permits: Bidders must submit *certified proof* of *current and valid registration* of the following Registration Authority and Permits

Failure to submit these documents as indicated by the closing date and time will invalidate this offer. Appendix P

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 "Day" means calendar day.

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

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

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

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

RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

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

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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,

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

DEPARTMENT OF DEFENCE

SPECIAL CONDITIONS OF CONTRACT (SCCs)

TABLE OF CLAUSES

1. Changed Requirement
2. Co-ordinated activities
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SPECIAL CONDITIONS OF CONTRACT

CHANGED REQUIREMENT

1. If Department of Defence institutions participating in this contract are disbanded or relocated or for reasons unknown at the time of concluding the contract, the Department of Defence reserves the right to cancel the contract or parts thereof on written notice of 90 days sent to the contractor at the address appearing in the contract.

CO-ORDINATED ACTIVITIES

2. Whilst on Department of Defence premises, personnel of the contractor will have access to all areas, subject to other stipulations in the relevant contract, to render the services. If the contractor's service is not rendered in a specific area at a given time, access to that area is forbidden.

3. The work to be executed must under no circumstances disrupt the routine activities taking place in the institution or on the premises where the service is to be provided.

CONTRACTOR'S PERSONNEL

4. Identification. To identify the contractor's personnel on the premises of the Department of Defence, the personnel will comply with the following, with any costs for the account of the contractor:

   a. Personnel will wear company identification cards with an employee photograph on it, conspicuously on his/her person at all times;

   b. Personnel will wear identifiable uniforms whilst on duty.

5. Attitude towards Safety, Health, Security and Service Delivery. Without prejudice to the contractor's responsibility and right to select and appoint his/her own personnel, the Department of Defence will at all times have the right to identify personnel of the contractor whom are considered to be safety and/or health and/or security risk and/or personnel whom are undesirable. In such case the contractor will be requested not to utilise such person(s) any longer to honour his/her obligations in terms of this contract. The contractor will immediately comply with the request and he/she will not, as a result of such a request, be entitled to institute any claim against the Department of Defence for any loss or otherwise suffered as a result of such a request. The contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee concerned.

6. Name List. The contractor must submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service according to the contract, to the Department of Defence official at the institution or on the premises where the service is to be provided, who will arrange for entry permits for the contractor. Any changes to the personnel must be communicated to the designated official without delay.

7. Personnel on Site. The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefore be

made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

VALUE ADDED TAX (VAT)

8. All monies paid in terms of this bid is subject to value added tax calculated at the appropriate tariff from time to time as provided for in the Value Added Tax Act, Act 89 of 1991, the schedules thereto and Rulings as issued by the South African Revenue Services in regard to value added tax.

DAMAGE COMPENSATION

9. The contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, injuries or disability of any such person(s), or the damage to property of the contractor or any other person(s) that may result from or be related to the execution of this contract.

10. The contractor will be held responsible for any damage or theft that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department of Defence against the contractor.

11. In the case of damages to premises or content resulting from the work done, the contractor will undertake to rectify the damage immediately to the satisfaction of the Department of Defence. If the contractor fails to act immediately after notification, the Department of Defence will rectify the damage at will and the cost thereof will be recovered from any moneys outstanding.

12. The Department of Defence and its employees will not be held responsible for any claim or injury to the contractor's personnel whilst on Department of Defence property or in the execution of their tasks on Department of Defence property.

WAIVER

13. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any such waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SEVERABILITY

14. Should any of the terms and conditions of the Contract be held to be invalid or unlawful, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

SUB-CONTRACTING

15. In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:

a. Prior Approval. Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any sub-contractor.

b. Payment. The contractor shall remain liable to reimburse the sub-contractors for goods delivered or services rendered to the Department of Defence.

DEPARTMENT OF DEFENCE (DOD)

SOUTH AFRICAN MILITARY HEALTH SERVICES (SAMHS)

SPECIFICATION AND SCOPE OF WORK FOR THE REMOVAL AND DESTRUCTION OF HEALTH CARE RISK WASTE WITHIN THE WESTERN CAPE PROVINCE FOR THE PERIOD OF THREE YEARS

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DEFINITIONS WITHIN THE SPECIFICATIONS

1. Bio-Hazardous Waste: This is a combination of the word biological hazard and refers to the products that may present a potential risk to health and well-being of humans, animals and the environment.

2. Consignment Stock: Hazardous Waste Management (HWM) stock/equipment that is placed at SAMHS Health Care Facilities by the contractor for use during the HWM process, such consignment stock/equipment, including containers, remains the property of the contractor until the SAMHS is invoiced for stock utilised.

3. Health Care Risk Waste (HCRW). HCRW includes medical, infectious, anatomical, pharmaceutical and chemical waste. HCRW is considered to be the hazardous component of medical waste generated in all Health Care Facilities during health care procedures (treatment of patients). HCRW has the potential and risk to create a number of environmental, health and safety risks, depending on the particular type of HCRW, the way it is handled as well as the way in which exposure take place. For the purpose of this document HCRW will be referring to medical waste.

4. Management of Medical Waste. It is the responsibility of the SAMHS to have a medical waste management system in place or to have access to such a system. Such a system should deal comprehensively with measures for waste minimization, segregation, packaging, labelling, storage and removal under circumstances that do not pose a threat to human health or the environment, both for routine circumstances and in the event of an accident resulting in contamination with medical waste.

5. Risk probability that a hazard will cause harm, and the severity of that harm. Injury on duty within SAMHS Healthcare facilities (Concerning the contractor's member/s).

6. Disposal. Approved deposit, discharge, dumping, placing, or release of any waste material into or on air, land or water in an approved, specified facility, e.g. near surface or geological repository, or the approved direct discharge of effluents into the environment without the intention of retrieval.

7. HCRW categories. For the purpose of this bid document can be subdivided as follows:

   a. Anatomical HCRW: Consisting of human and animal tissue, organs, body parts, placentas, products of conception, etc. Animal carcasses are excluded from this bid.

   b. Anatomical HCRW with formaldehyde.

   c. Non-Anatomical HCRW: Consisting of both human and veterinary HCRW, which consists of contaminated materials, bandages, tubing, drains, port-o-vac, latex gloves, catheters, used intravenous fluid containers, blood transfusion bags, etc.

   d. Sharps & similar HCRW: Consisting of needles, scalpel blades, razor blades, broken glass vials ampoules, etc.

8. SAMHS: South African Military Health Service.
9. Healthcare Facility place or site where professional health services are dispensed to human or animal patients or where biological research is carried out, e.g. laboratories, and includes, inter alia, hospitals, clinics, laboratories, rehabilitation centres, sick bays, old age homes, free-standing operating theatres, day units, mobile and stationary clinics, and field stations where biomedical samples are taken.

10. SAMHS Health Care Facilities: The facilities to be serviced by the contractor under this contract are:

a. Military Health Care Facilities (e.g Dental Clinic).

b. Military Hospitals.

c. Military Medical Clinics (MMC).

d. Military Medical Institutes.

e. Military Veterinary Institute, and

f. Mobile Operational Facilities (Deployments in the Republic of South Africa)

g. SA Naval Ships/Vessels

SERVICES

11. The objective of providing the services covered in the contract is to assist ***ALL*** Military Health Care Facilities, Military Hospital, Military Medical Institutes, Military Veterinary Institutes & Provincial Operational Facilities, (hereafter referred to as SAMHS Health Care Facilities) in safe management, removal, treatment and disposal of HCRW from the premises.

12. Collection times to be negotiated by the contractor with the Health Care facility in question regarding the collection of the HCRW from the facility.

13. Provision of initial and quarterly in-post training with regard to HCRW Management. The training must be provided to the **designated** members of the particular SAMHS Health Care facility where the removal of medical waste is taking place, and also to the staff members involved with the management of HCRW.

14. All processes and procedures required to be adopted, followed and/or implemented to ensure the safe and efficient removal of HCRW from ALL SAMHS Health Care Facilities shall, in so far as not specifically addressed in this bid conditions and specifications be performed and executed by the contractor in accordance with environmentally friendly operating and engineering practices.

15. The scope of supply for the services shall, for the duration of the contract period, in general terms include the provision by the contractor of all plants, equipment (including maintenance thereof), consumables, personnel, activities, services, training, know-how and expertise necessary to safely and efficiently manage, remove, treatment and disposal of all hazardous HCRW and its residues.

16. The service will be rendered to ALL SAMHS Health Care Facilities i.e. Military Hospitals, Military Medical Institutes (Maritime and Veterinary), Military Health Centres, and Provincial deployments.

17. **ALL** HCRW containers that are removed from the Health Care Facility **MUST** be replaced with a clean HCRW container (e.g. Wheelie Bins). **No cleaning or decontamination of containers to take place on any SAMHS premises. Re-used containers must be statutory certified as decontaminated, certified copies of post decontamination sample taking whether for microscopy, culture/sensitivity or, hazardous chemical substance or, ionizing radiation hard copy results with certification manifests to be handed to the Commanding Officer or designated person of the serviced Unit.**

18. Colour-Coding. The application of colour to a container to identify the category of waste for which it is used eg:

a. Yellow: Laboratory waste and sharps.

b. Red: Human tissue, placentas, contaminated material eg bandages, tubing, pottavac drains, latex gloves, catheters, vasculatures, blood transfusion bags, disposable aprons, etc.

c. Green: Pharmaceutical waste.

19. Container. Any receptacle for the storage of waste. Containers can be classified into reusable waste containers and single-use waste containers.

a. Reusable Waste Container. A waste container that is:

i. Reusable.

ii. Fabricated of metal or rigid plastics,

iii. Resistant to burning, impact and corrosion,

iv. Suitable for the waste it is to contain.

v. Colour coded identified according to the type of waste for which it is intended by one of the following methods:

(1) If the container is made of plastic, the plastic may be dyed in the appropriate colour.

(2) A band of colour not less than 50 mm in width may be applied to the container. Reusable waste containers must be inspected for holes or leaks every time they are emptied, and their colour coding renewed if necessary.

b. Single-use Waste Container. A waste container that can be one of the following:

i. Sharps container.

ii. Waste-holding plastic bag.
iii. Cardboard container.

iv. Specialised container.

c. Sharps Container. A container that:

i. is sturdy enough to resist punctures under usage conditions and to the point of disposal;

ii. is clearly identified as containing sharps, eg by the use of the word SHARPS or a symbol recognised by the facility;

iii. has lid(s) capable of being tightly secured, and

iv. if used for containing cytotoxic wastes, has the cytotoxic hazard symbol displayed clearly and visibly.

d. Waste-holding Plastic Container. A plastic bag used as a container and that is:

i. colour-coded or identified according to the type of waste for which it is intended; and

ii. Sturdy enough to resist puncture, leaking and breaking under individual usage conditions and to the point of disposal. Microns of bags must be at least 80-100.

e. Cardboard Container. A container made from cardboard and that is:

i. colour-coded or identified according to the type of waste for which it is intended; and Rigid.

20. Should consignment stock be removed by the contractor during the term of contract the items that are removed must be replaced **immediately** on a one-for-one exchange basis. In the case of "wheelie bins" the SAMHS will provide two (2) sets of bins and the contractor is to supply one set of "wheelie bins" for daily exchange. The contractor must ensure that the wheelie bins brought for exchange purposes are in good state and are serviceable. **Re-used containers must be statutory certified as decontaminated, certified copies of post decontamination sample taking whether for microscopy, culture/sensitivity or, hazardous chemical substance or, ionizing radiation hard copy results with certification manifests to be handed to the Commanding Officer or designated person of the serviced Unit.**

21. The scope of supply shall, for the duration of the service period, more specifically include:

a. Supply of suitable serviceable containers as prescribed in SANS 10248-1-2008 (disposable, single-use, or re-usable) for the management of HCRW.

b. Delivery of these containers (disposable and re-usable) for the management of HCRW to the specific SAMHS Health Care Facility or the accounting unit of the SAMHS Health Care Facility as will be specified by the Logistic Department of each SAMHS Health Care Facility. Re-usable containers must be disinfected before delivery.

c. Collection of the HCRW from the central collection points at the SAMHS Health Care Facilities, with documented proof (Collection Manifest) submitted to the SAMHS Health Care Facility logistic member at the time of collection to the SAMHS member delegated thereto. SAMHS Health Care Facility Logistic member will receive and dispatch all material and maintain the send and receive administration thereof.

d. Transportation of the HCRW to an approved, registered and licensed plant for safe disposal. Certification of completed disposal have to be submitted to the **designated (originator) SAMHS Health Care Facility Logistic Department/member.**

e. Final destruction of the HCRW and the residues thereof with documented proof (Disposal manifest/destruction certificates) to be submitted to the Commanding Officer or designated person (OC)/ **Logistic Department** of the SAMHS Health Care Facility where the HCRW was generated and uplifted.

f. Provision of initial and on-going training to applicable personnel within the SAMHS Health Care Facility.

g. Liaise with the SAMHS Health Care Facility **HCRW co-coordinators by means of quarterly meetings and reports to ensure customer** satisfaction and compliance with the terms, condition and specification of the contract **as well as legal compliance.**

h. Interfacing with all SAMHS Health Care Facilities in securing the efficient management of the contract.

i. The contractor must be accessible to joint inspections **quarterly and on ad hoc times, without prior warning, by designated SAMHS representatives** whereby compliance to legislation and service conditions will be determined.

GENERAL ASPECTS IRO MANAGEMENT OF THE HEALTH CARE RISK WASTE

DELIVERY OF THE INITIAL REUSABLE WASTE BINS AND BIN LINERS

22. On commencing of the contract the winning bidder must visit the collection points and supply such facilities with reusable bins and liners if needed.

COLLECTION OF HCRW

23. Collection of HCRW to be collected by contractor directly from SAMHS Health Care Facilities as follows:

a. Military Hospitals and Military Veterinary Institutes at a predetermined time as negotiated between the contractor and the Unit Commanding Officer.

b. Military Medical Institutes, weekly to two weekly as negotiated between the contractor and Unit Commanding Officer.

c. Military Medical Clinics and Regional Occupational Health and Safety Centres, as negotiated between the contractor and the Officer Commanding of Area Military Health Unit or designated person.

d. Military Operational Health Facility within the Province as negotiated between the contractor and the Commanding Officer of Area Military Health Unit or designated person.

LEGAL COMPLIANCE AND REQUIREMENTS

25. The bidder must be registered with the Department Forestry Fisheries and Environment in each Province to be operated in. Proof of such registration must be submitted as part of the bidding for the tender and attached to all correspondence as valid and legally compliant.

26. The Health Care Risk Waste service provider or bidder for the removal and destruction of HCRW must be registered as a waste transporter with the waste information system of the following provinces and comply with regulations thereof.

a. Western Cape Provincial Government.

27. Treatment and disposal facilities which will be utilized by the service provider or contractor must be registered with the National Waste Information System as per requirements of the Department of Forestry, Fisheries and the Environment (Hazardous Waste Management).

28. The bidder should be conversant with the following legal requirements and acts or the latest/updated/promulgated acts:

a. Labour Act No 66 of 1995.

b. Basic Conditions of Employment Act 75 of 1997.

c. Employment Equity Act No 55 of 1998.

d. OHS Act 85 of 1993 and its Regulations.

e. Hazardous Substances Act 15 of 1989.

f. National Environmental Management: Air Quality Management Act 39 of 2004.

g. Atmospheric Pollution Prevention Act 45 of 1965.

h. Human Tissues Act 65 of 1983.

i. Medicines and Related Substances Control Act 101 of 1965.

j. Rules related to Good Pharmacy Practice 129 of 2004.

k. Environmental Conservation Act 74 of 1989.

l. National Road Traffic Act 93 of 1996.

m. SANS Code 10248-1-2008: Management of Healthcare Waste.

n. SANS Code 10228: The identification and Classification of Dangerous Substances and Goods.

o. SANS Code 10229: 1&2: Transport of Dangerous Goods, Packing and Large packing for Rail and Road transport.

p. SANS Code 10230: Transport of Dangerous Goods.

q. SANS Code 10231: Transport of Dangerous Goods, Operation requirements for road Vehicles.

r. SANS Code 10232-1: Transport of Dangerous Goods, Emergency information System.

s. SANS Code 10232-3: Transport of Dangerous Goods, Emergency Response Guide.

t. SANS Code 10233: Transport of Dangerous Goods, Intermediate Bulk Containers.

u. SANS Code 1518: Transport of Dangerous Goods, Design requirement for Road Vehicles and Portable Tanks.

v. ISO 9001: Quality Management Systems.

w. ISO 14000 Series: Environmental Management System.

x. OHSAS 18001: Occupational Health and Safety Management System.

y. As well as any standard set by the Provincial laws and Regulations thereto and Bylaws of the relevant Municipality in which area of jurisdiction YOU operate.

z. Western Cape health Care Risk Waste Management Act, 2007 (Act 7 of 2007).

aa. Compensation for Injury and Diseases Act 130 of 1993.

bb. Explosives Act, 1956 (Act No. 15 of 2003).

cc. Department of Water Affairs and Forestry (now called Department of Water and Sanitation), Minimum requirements for the handling, classification and disposal of hazardous waste, (third edition) 2005.

dd. Department of Water Affairs and Forestry (now called Department of Water and Sanitation), Minimum requirements for waste disposal by landfill, (second edition) 1998.

ee. Department of Health, Directorate of Radioactive Control.

29. Certification of Registration and Permits in the bidder's name to be submitted as follows:

a. Proof of registration with Department of Forestry, Fishery and the Environment for treatment and disposal facilities that will be used.

b. Vehicle registration as per requirements of the traffic department.

c. Permit to operate as a HCRW transporter.

d. Storage facility(s).

e. Treatment plant / Safe disposal facilities.

f. Landfill.

g. ISO 9001: Quality Management Systems.

h. ISO 14000 Series: Environmental Management System.

30. Should a bidder not have a treatment plant/safe disposal facilities or landfill site, the following must be provided with the bid;

a. Service level agreement with the registered treatment facility.

b. Service level agreement with the registered landfill/disposal facility.

31. Consignment stock: The bidder shall be solely responsible for all losses and/or damages to stock.

32. Legislation: Any changes and updates to legislation that may affect this bid in any way what so ever shall be implemented.

33. Failure of Compliance:

a. The bidder shall specifically indemnify the DOD / SAMHS against any action what so ever that may arise from spillage/road accidents that may occur. The bidder shall employ a 24-hour response team, at the contractor's expense, to deal with such a spillage that may occur at any time. (Call centre/emergency number must be submitted with Bid Documents).

b. The contractor shall specifically indemnify the DOD / SAMHS against action what so ever that may arise from illegal dumping. The Company shall ensure cleaning and rehabilitation of the illegal dumped material and cover all legal costs incurred.

34. The successful bidder must at his own expense:

a. Acquire sufficient liability and professional indemnity insurance, occurrence based, against any claim, cost, loss and/or damage ensuring from bidder obligations and shall ensure that such insurance remains valid for the whole contract period.

b. Proof of annually and or biennial legally required Approved Inspection Authority Occupational Hygiene Assessment reports ito quantified risk to exposure to Hazardous Chemical Substances, Biological Agents and other legislated requirements.

c. Proof of annual Active and Passive Occupational Medical Surveillance inclusive of Biomonitoring reports certified by a Statutory registered Occupational Medical Practitioner.

STORAGE OF HCRW

35. The HCRW collected from any SAMHS facility remains the responsibility of the contractor until appropriately treated and disposed. Until the above-mentioned proof of correct legal processes has not been submitted to the SAMHS **Commanding Officer or designated person,** the cost thereof will be that of the bidder.

36. The Simon's town Procurement Service Centre (SPSC) office and SAMHS Health Care Facility **Commanding Officer or designated person** MUST be informed of any deviations in terms of the contract i.e. changes of storage, treatment, and disposal other than that indicated on the tender document.

37. The name of the facility at which the HCRW will be stored, treated and disposed of must be made available to the SAMHS HQ and SAMHS Health Care Facility in question per Province where applicable.

38. **Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any sub-contractor**.

TRANSPORT REQUIREMENTS

39. The bidder must ensure that HCRW transportation comply with all legal requirements. Medical waste intended for transportation outside a healthcare facility shall be classified in accordance with SANS 10228:2012 and shall be packaged in accordance with SANS 10229-1 and SANS 10233. Hazardous chemical waste of different classes shall not be mixed. The lettering on the label shall be of a size, style and layout that is

clearly legible. The colour of the surface area immediately surrounding the label shall contrast with the background of the label.

40. Bidder to comply with statutory prescribed Emergency Procedures.

41. The bidder must be in compliance with Occupational Health and Safety regulations, a lifting device must be available for containers weighing more than 15kg.

42. The contractor must be in possession of a calibrated HCRW weighing scale during the removal of HCRW to ensure the correct weight of the medical waste is taken. The proof of calibration must be submitted quarterly to the SAMHS Health Care facility where medical waste is removed.

43. All HCRW vehicles are to be registered within the relevant province in which HCRW is being collected. When HCRW vehicles cross over Provincial borders registration as a hazardous transport vehicle is required in terms of legislation.

44. The bidder must ensure that all Health Care Risk Waste is treated no later than 24 hours after it has been delivered to the treatment plant, if not report on weekly report.

TRACKING OF HCRW

45. The bidder must have a tracking system in place that facilitates tracking of all HCRW containers from delivery to destruction of contents and landfill disposal thereof. Each container must have a unique tracking number. Colour coding of stickers or containers for easy identification and tracking with Electronic Guiding System (EGS) is recommended.

TREATMENT AND DESTRUCTION OF THE HCRW

46. On final destruction / disposal of the HCRW a final destruction manifest document must be handed to the relevant SAMHS Health Care Facility within 7 days after destruction. The original invoice, copy of manifest and additional copy of the invoice **must be hand delivered** to the **Commanding Officer or designated person** at the relevant SAMHS facility.

47. The incinerator or alternative treatment facility or disposal facility (or both) of the waste management contractor shall comply with the relevant requirements and regulations of the current relevant national legislation.

48. The incinerator or alternative treatment facility or disposal facility (or both) shall be approved and authorized for the treatment of the different categories of healthcare risk waste by the approving authority.

49. The residue from the incineration or alternative treatment process shall be disposed of into an appropriate landfill.

50. The incinerator or alternative treatment facility of the waste management contractor shall be adequate for the capacity of waste to be treated.

51. Records shall be kept of the treatment and disposal of the waste.

52. Should problems arise with the final destruction of the HCRW the SAMHS Health Care Facility manager and / or HCRW Officer must be notified and inform the SAMHS HQ and the SAMHS Health Care Facility in question of an alternative approved method of storage, treatment, destruction and disposal of the HCRW.

53. The bidder will be responsible for the disposal of the residues from the treatment of the HCRW in accordance with relevant legislation.

54. The contractor must obtain a certificate from the operator of the landfill used for disposing of the residues, stating the time, date and quantity of the residues delivered to the landfill. A copy of this certificate must be forwarded to the relevant SAMHS Health Care Facilities monthly. The contractor will also be responsible for the disposal of the residues from the treatment of the HCS (Hazardous Chemical Substance) waste in accordance with relevant legislation.

55. The final choice of a treatment process will be made on the basis of various factors:

a. Health and environmental considerations.

b. Volume and mass reduction.

c. Occupational Health and Safety considerations.

d. Quantity of HCS for treatment and waste for disposal capacity of the system.

e. Types of HCS waste for disposal.

f. Regulatory requirements.

TRAINING AND CONSULTANCY

56. The contractor must provide initial and quarterly training (at their expense) within each SAMHS Health Care Facility with reference to HCRW management. Training to be conducted on awarding of the bid as well as when required for new employees and refresher courses for employees where problems are identified. Proof of training (register) conducted must be submitted to HCRW Coordinator.

HEALTH AND SAFETY

57. The contractor must comply with the Occupational Health and Safety Act (OHS) as well as the Compensation for Occupational Injuries and Diseases (COID) Act as well as any other relevant legislation.

58. Response team contact numbers must be made available on all HCRW containers.

59. The contractor must make available emergency spill kits to all SAMHS Health Care Facilities. (Supply list of contents of emergency spill kits on separate page).

CONCLUSION

60. The SAMHS reserves the right to conduct inspection and laboratory testing of the premises prior to awarding the bid and at any time after to ensure legal compliance on the part of the contractor.

Name: _____ ***Designation*** _____

Company: _____ ***hereby comply and take cognisance of the***

Specification as stipulated. Signed _____ ***on this date*** _____

MEDICAL WASTE SPECIFIC REQUIREMENTS & SPECIFICATIONS

1. For the purpose of this section of the contract, "Medical Waste" includes:

   a. Anatomical HCRW.

   b. Anatomical HCRW preserved with Formaldehyde.

   c. Infectious non-anatomical HCRW.

   d. Sharps and similar HCRW.

2. HCRW must be collected and removed from each point of generation as follows:

   a. Infectious waste within 48 hours of generation.

   b. Pathological waste within 24 hours of generation.

   c. Sharps within 90 days of generation.

   d. Highly infection waste e.g. waste generated from patients with viral haemorrhagic fever within 12 hours of generation for immediate incineration.

3. The removal of HCRW **MUST take place as indicated above** including week-ends and public holidays.

4. The service will be rendered at ALL of the SAMHS Health Care Facilities as listed in the appendix.

SPECIFICATIONS

5. The containers must be rigid, puncture proof, tamper proof and leak proof.

6. The containers must be designed to reduce the risk of spillage and ensure that any moisture of liquids is safely contained.

7. The containers must be stackable in the unassembled state for effective transport and storage of empty containers.

8. The containers must be stackable in the assembled state and preferable in modular fashion for the different sizes of containers to allow for effective storage and transport of full containers.

9. The containers must close by means of a tight fitting, tamper proof lid that can be sealed.

10. All containers must include suitable warning signage, the international biohazards symbol and relevant UN codes as recommended by the World Health Organization, together with the text "Bio-hazardous Waste for "Destruction" or similar text in clear readable letters and to local Government legislation. Labels may be colour coded with bold signs or writings to distinguish type of waste eg corrosive, explosive etc

11. Each container must be individually coded with a single use; unique serial number and the containers must be traceable according to these coded numbers.

12. The containers must be re-usable.

13. The containers must be SABS approved.

14. A maximum fill line must be printed on each container.

15. A large enough container must be available to accommodate a large adult limb (full length leg).

16. The container must be lined with a 60 litre plastic bag of at least an 80-100 micron, high quality, and red plastic bag.

17. Submit proof of compliance in terms of red plastic bag quality (micron thickness).

18. The liners must comply to the following:

    a. Each liner must be supplied with tie.

    b. The tie must be non-PVC elastic ties, rope and non-PVC plastic sealing tags of the self-locking type or heat sealers for HCRW bags.

SUPPLY OF HCRW CONTAINERS

19. The contractor must provide HCRW containers that comply to the SANS Code 0248 and in accordance with the mentioned specifications.

20. The contractor must throughout the service period ensure that SAMHS Health Care Facilities have sufficient supply of HCRW containers.

21. The HCRW disinfectant containers must be delivered by the contractor, to one collection point at each indicated SAMHS Facility, against a signed receipt from the HCRW officer or other mandated person.

22. The contractor must deliver HCRW containers at delivery points during weekdays between 08:00 to 15:00 at each collection / delivery point or as arranged with unit.

23. The contractor is responsible for the disinfecting of all re-usable containers, and provides proof that rotated containers are disinfected. Disinfecting should not to be done at SAMHS facilities.

COLLECTION OF WASTE CONTAINERS

24. The contractor must collect the HCRW containers from the HCRW collection point at each SAMHS Health Care Facility as negotiated.

25. No expired or hazardous medicines should be broken out, crushed or punctured of their neither original blister package nor creation of pastry mixtures, sludge or by-products from pharmacy or SAMHS premises.

26. Facility and patient information should be removed or permanently blocked from all unserviceable medicines destined for collection and destruction.

27. The contractor must notify the relevant SAMHS Health Care Facility representative, telephonically followed by written correspondence of changes to the collection program, 48 hours prior to those changes taking effect and vice versa.

28. On collection of HCRW container, a replacement-disinfected container must be available immediately.

29. On collection of the HCRW containers the contractor must issue collection manifest document with the following details:

a. Date and time of Collection.

b. Facility Collected from.

c. Containers must have a tracking / tracing system.

d. Type (volume / size) of container.

e. Type of HCRW collected.

f. Person collecting – name of the contracted person must sign and print on collection manifest which must be submitted to the HCRW Co-ordinator at the Unit in question.

g. Person form SAMHS Health Care Facility must be present during the collection and handing over of HCRW to the contractor.

30. The collection manifest must be issued, at the time and place of the HCRW collection. A copy of the collection manifest signed by both parties and must be submitted to the appointed HCRW co-ordinator before the contractor leaves the SAMHS Health Care Facility.

MEDICAL WASTE MANAGEMENT SYSTEM

31. The contractor must, as part of the services, implement a HCRW Management system for example ISO 9001.

32. The contractor must supply each HCRW Contract co-ordinator and SAMHS Health Care Facility Officer with the following reports:

a. Corrective Actions Report regarding any critical issues and emergencies to be reported to the coordinators within 24 hours.

b. Manifest document to be issued and signed by both parties on collection to the HCRW co-ordinator at each SAMHS Health Care Facility.

c. Monthly reports of:

i. HCRW containers collected and not yet disposed-off and reasons thereof.

ii. HCRW containers rejected by contractors and reasons thereof.

iii. Problems encountered and possible rectification actions.

d. Monthly certification of destruction and disposal to approved landfill together with copies of certificate received from landfill.

e. Monthly reports per SAMHS Health Care Facility collection point indicating the following:

i. Type of HCRW.

ii. Number of Containers per size and type.

iii. Total litres / weight per HCRW categories per SAMHS Health Care Facility collection point per month.

f. Confirm that the HCRW has been disposed in an approved landfill that has been approved by the relevant local authority.

g. Training report.

PRICING SCHEDULE FOR THE MEDICAL WASTE

33. The pricing structure of the removal of HCRW must be per kilogram, per litre or per container. The total price must include all hidden costs such as transport, reusable containers, red plastic bags, incineration / destruction and disposal of the HCRW categories etc.

34. Payment will only take place after submission of the collection manifest, final destruction manifest and invoice to the relevant SAMHS Health Care Facility. The manifest must indicate the quantity of HCRW collected and incinerated per kilogram or per litre.

35. All documents must be cross-referenced and correspond for verification purposes. Failure to attach manifest document to invoice will result in delay in payment from the SAMHS.

Name: _____ ***Designation*** _____

Company: _____ ***hereby comply and take cognisance of the***

Specification as stipulated. Signed _____ ***on this date*** _____

PHARMACEUTICAL WASTE REMOVAL

PHARMACEUTICAL WASTECONTAINER SPECIFICATIONS

1. The contractor must provide pharmaceutical containers (green) that comply to the SANS 10248 and in accordance with the attached specifications as in Section A: Specifications.

2. The containers must be rigid, puncture proof and tamper proof.

3. The containers must be designed to reduce the risk of spillage and ensure that any moisture of liquid is safely contained.

4. The containers must be stackable in the unassembled state for effective transport and storage of empty containers.

5. The containers must be stackable in the assembled state and preferable in modular fashion for the different sizes of containers to allow for effective storage and transport of full containers.

6. The containers must close by means of a tight fitting, tamper proof, snap-on lid that can be sealed and locked.

7. The container must include suitable warning signage, the international biohazards symbol and relevant UN codes as recommended by the World Health Organization, together with the text "Pharmaceutical waste for destruction" or similar text in clear readable letters.

8. Each container must be individually coded with a single use; unique serial number and the containers must be traceable according to these bar-coded numbers. The containers must be re-usable.

9. The containers must be SABS approved, and according to Occupational Health and Safety regulations.

10. A maximum fill line must be printed on each container.

11. The contractor must throughout the service period ensure that SAMHS Health Care Facilities have sufficient supply of pharmaceutical containers and liners.

12. The pharmaceutical containers must be delivered by the contractor, to one collection point at each indicated SAMHS Health Care Facility, against a signed receipt from the Unit pharmaceutical waste officer or other mandated person.

13. The contractor must deliver pharmaceutical waste containers at delivery points during weekdays at each collection / delivery point. Prior arrangements must be made with the Commanding Officer or designated person of the SAMHS Facility to collect pharmaceutical waste.

14. The cleaning of the re-usable pharmaceutical containers is the responsibility of the contractor and not SAMHS Health Care Facilities.

15. The unused pharmaceutical containers must be delivered in a clean, non-contaminated vehicle, separate from the vehicle used for the collection of pharmaceutical waste.

WASTE CONTAINER FOR PHARMACEUTICAL GLASS SHARPS

16. There must be no metal objects as part of the sharps containers.

17. The sharps containers must be stackable in the unassembled state for effective transport and storage of empty containers.

18. The sharps containers must be stackable in the assembled state and preferable in modular fashion for the different sizes of containers to allow for effective storage and transport of full containers.

19. The lid of the sharps container must be tight fitting, leak proof, tamper proof.

20. Once the lid / secondary lid is locked it must not be possible to re-open.

21. A secondary lid must seal the top loading section of the sharps container.

22. A label must be so located on the sharps containers as to be clearly visible when stacked with other packaging.

23. The sharps container must include suitable warning signage, the international biohazards symbol and relevant UN codes as recommended by the World Health Organization, together with the text "Pharmaceutical Glass Sharps" or similar text in clear readable letters.

24. Each container must be individually coded with a single use; unique serial number and the containers must be traceable according to these bar coded numbers.

25. A maximum fill line must be printed on each container.

26. Colour coding for Pharmaceutical Glass Sharps should preferably be yellow clearly labelled PHARMACEUTICALS (Indicate colour available).

COLLECTION OF THE PHARMACEUTICAL WASTE

27. The contractor must collect the pharmaceutical waste from the pharmaceutical waste collection point at each SAMHS Facility as negotiated.

28. The contractor must submit a list to the Unit HCRW co-ordinator of all pharmaceutical waste collection points agreed upon with the SAMHS Health Care Facilities, no later than 2 weeks before commencement of services dates.

29. The contractor must ensure that no pharmaceutical waste is left unattended once it has been collected and removed by the contractor from the SAMHS Health Care Facility.

30. The contractor must collect pharmaceutical waste from the SAMHS Health Care Facilities in accordance with the collection program.

31. The contractor must notify the relevant SAMHS Health Care Facility representative, telephonically followed by written correspondence of changes to the collection program, 48 hours prior to those changes taking effect and vice versa.

32. On collection of the containers the contractor must issue a collection manifest document with the following details as well as any additional detail required by legislation:

a. Date and time of collection.

b. Facility collected from.

c. Collected containers bar code/number with type (volume / size) of container.

d. Type of pharmaceutical waste collected.

e. Name of person collecting the waste.

f. Name of the person at the SAMHS Health Care Facility handing over the waste.

g. Weight of collected containers per container bar code (if available).

h. Amount collected in kilogram, per litre or per container.

i. Amount collected in kilogram, per litre or per container.

j. The collection manifest must be issued, at the time and place of the pharmaceutical waste collection. A copy of the collection manifest signed by both parties must be submitted to the Pharmacist and Unit HCRW Co-ordinator before the contractor leaves the SAMHS Health Care Facility.

PHARMACEUTICAL WASTE MANAGEMENT SYSTEM

33. The contractor must, as part of the services, implement a pharmaceutical waste management system.

34. The contractor must supply each Pharmacist and SAMHS contract co-ordinator and SAMHS Health Care Facility Officer with the following reports:

a. Report regarding any critical issues and emergencies to be reported to the above-mentioned persons within 24 hours.

b. Manifest document to be issued on collection to the Pharmacist at each SAMHS Health Care Facility as negotiated.

c. Weekly report of:

i. Pharmaceutical waste containers collected and not yet disposed of and reason therefore.

ii. Pharmaceutical waste containers rejected by contractor and reason therefore.

iii. Problems encountered and possible rectification actions.

d. Quarterly reports per SAMHS Health Care Facility collection point indicating the following:

i. Type of pharmaceutical waste.

ii. Number of containers per size.

iii. Total weight per pharmaceutical waste categories per SAMHS Health Care Facility collection point per month.

iv. Certification that the pharmaceutical waste residue has been disposed of in an approved landfill by the relevant local authority.

v. Training report.

e. Bi-annually meetings to be held (or as required) between the contractor and the Pharmacist and Unit HCRW Co-ordinator at the various SAMHS Health Care Facilities.

f. The contractor must be open to inspections with regards to pharmaceutical waste management at any time by the SAMHS. On inspection of the premises the contractor must submit all required permits and certificates as required by legislation when requested.

PRICING SCHEDULE FOR THE PHARMACEUTICAL WASTE

35. Payment will only take place after submission of the collection manifest, final destruction manifest and invoice to the relevant SAMHS Health Care Facility. The manifest must indicate the quantity of HCRW collected and incinerated per kilogram, per litre or per container.

36. All documents must be cross-referenced and correspond for verification purposes. Failure to attach manifest document to invoice will result in delay in payment from the SAMHS.

Name: _____ ***Designation*** _____

Company: _____ ***hereby comply and take cognisance of the***

Specification as stipulated. Signed _____ ***on this date*** _____

SPECIFICATION AND SCOPE OF WORK FOR THE REMOVAL OF CHEMICAL WASTE

1. Management of Chemical Waste. It is the responsibility of the SAMHS to have a chemical waste management system in place or to have access to such a system. Such a system should deal comprehensively with measures for waste minimization, segregation, packaging, labelling, storage and removal under circumstances that do not pose a threat to human health or the environment, both for routine circumstances and in the event of an accident resulting in contamination with chemical waste.

CHEMICAL WASTE SPECIFIC REQUIREMENT

2. For the purpose of this contract the following items would be regarded as chemical waste:

a. Flammable liquids.

b. Flammable solids or substances.

c. Oxidising substances.

d. Poisonous (toxic) and infectious substances (This includes pesticides and pesticides containers).

e. Corrosive substances.

CHEMICAL WASTE CONTAINER SPECIFICATIONS

3. The containers must be SABS approved.

4. The containers must be resistant to fire, corrosion and impact.

5. The containers must be gas tight, puncture proof and tamper proof.

6. The containers must be designed to reduce the risk of spillage and ensure that any moisture of liquid is safely contained.

7. The containers must be stackable in the unused state for effective transport and storage of empty containers.

8. The containers must close by means of a tight fitting, tamper proof lid / cap that can be sealed and / or locked.

9. The container must be identified as "TOXIC WASTE" and must be clearly labelled with the category (including description) as well as other suitable and applicable warning signage. (Dark Green in colour)

10. The container must be identified as "FLAMMABLE WASTE" and must be double labelled with the category (including description) as well as other suitable and applicable warning signage accordance to SANS.

11. Each container must be individually coded with a single use; unique serial number and the containers must be traceable according to these coded numbers, or tracking numbers.

12. A maximum fill line must be printed on each container.

SUPPLY OF THE CHEMICAL WASTE CONTAINERS

13. The contractor must throughout the service period ensure that SAMHS Health Care Facilities have sufficient supply of containers.

14. The appropriate containers must be delivered by the contractor, to the official address of the ordering section, against a signed receipt from the authorised officer or other mandated person.

15. The contractor must deliver HCS containers at delivery points during weekdays.

16. The containers must be delivered in a clean, non-contaminated vehicle, separate from the vehicle used for the collection of HCS waste.

17. Where containers can be re-used, it must be cleaned at the treatment/disposal plant and delivered in a clean, dry and hygienic serviceable condition.

COLLECTION OF CONTAINERS AND THEIR STORAGE BY THE CONTRACTOR

18. The contractor must collect the HCS waste from the facility; prior arrangements must be made with the contact person of the SAMHS Health Care Facility to collect HCS waste.

19. The contractor must ensure that no HCS waste is left unattended once it has been collected and removed by the contractor from the SAMHS Health Care Facility.

20. The contractor must collect HCS waste from the SAMHS Health Care Facilities in accordance with the collection program.

21. The contractor must notify the relevant SAMHS Health Care Facility representative telephonically, followed by written confirmation of changes to the arranged collection program at least 24 hours prior to those changes taking effect and vice versa.

22. On collection of the containers the contractor must issue a collection manifest document with the following details:

a. Date and time of collection.

b. Facility collected from.

c. Tracking number.

d. Type of HCS waste collected.

e. Person collecting – contractor representative.

f. Person handing over from SAMHS Health care facility.

g. Weight/volume of collected containers per container and tracking number as well as weight of heavy metals collected per container per tracking number.

h. Number of containers collected (per kilogram, per litre or per container).

23. The collection manifest must be issued, at the time and place of the HCS waste collection. The collection manifest must be signed by both parties, retained by the SAMHS and filed as per SAMHS/DOD Policy.

24. Safe storage of HCS waste collected from any SAMHS Health Care Facility remains the responsibility of the contractor, until appropriately treated/disposed of (use of such facility will be for the account of the contractor).

CHEMICAL WASTE MANAGEMENT SYSTEM

25. The appointed contractor will be required to implement HCS waste management system and management plan breakdown of resources and training.

26. If HCS waste is stored, location of storage facility must be reported.

27. The contractor must periodically supply each HCS waste Contract Co-coordinator and SAMHS Health Care Facility Officer with the following reports:

a. Any critical issues and emergencies to be reported to the above-mentioned persons within 24 hours.

b. The collection manifest documents to be issued to the SAMHS Health Care Facility on completion of service and signed by both parties.

c. Destruction manifest documents to be issued on completion of treatment/disposal and issued to the SAMHS Health Care Facility within seven (7) days.

d. Copy of collection and destruction manifest must accompany the invoice submitted.

e. Weekly report of:

i. HCS waste containers collected and not yet disposed of and reason therefore.

ii. HCS waste containers rejected by contractor and reason therefore.

iii. Problems encountered and possible rectification actions.

f. Monthly reports per SAMHS Health Care Facility collection point indicating the following:

i. Type of HCS waste.

ii. Number of containers per size and type for each category of waste.

iii. Total weight per HCS waste categories per SAMHS Health Care Facility collection point per month.

iv. Confirm the validity of certification and registration.

v. Training report.

28. Bi-annually meetings shall be held between the contractor and the Unit HCRW/appointed person at the various SAMHS Health Care Facilities.

29. The contractor facilities must be open to inspections with regards to HCS waste management at any time by a SAMHS official. On inspection of the premises the contractor must submit all required permits and certificates as required by legislation when requested.

CHEMICAL WASTE PRICING SCHEDULE

30. The pricing structure of the removal of HCS must be per kilogram, per litre or per container. The total price must include all hidden costs such as transport, reusable containers, red plastic bags, incineration / destruction of the HCS categories etc. . Additionally should damage occur to containers due to SAMHS negligence/theft, the price for replacing of the containers must be made visible to the SAMHS.

31. Payment will only take place after submission of the collection manifest, final destruction manifest and invoice to the relevant SAMHS Health Care Facility. The manifest must indicate the quantity of HCS collected and incinerated per kilogram or per litre.

32. All documents must be cross-referenced and correspond for verification purposes. Failure to attach manifest document to invoice will result in delay in payment from the SAMHS.

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FUNCTIONALITY CRITERIA

3. **Phase 2**: This phase will be evaluated by means of compliance to specification / scope of work. Bidders not excluded or invalidated based on Phase 1 will be considered for Phase 2. The bids will be adjudicated with a maximum total of Sixty One (61) points. All bidders who score less than 70% will be excluded from the next phase of the evaluation.

Functionality Criteria	Total Score
a. Experience	10
b. Project Execution plan	29
c. Inspection of premises	22

Phase 2: Functionality Criteria				Total
	Functionality Criteria			
1.	**Experience**: Bidders shall be evaluated for experience.			
	1. The company will be awarded points for providing a proof and /or certification of experience in the removal and destruction of health care risk waste industry. Such experience should be substantiated by proof and /or certification of: a. Classification of waste. b. Legal compliance c. Safe handling of HCRW d. Basic health and safety e. Emergency procedures f. Basic infection control g. Injuries on duty			

Phase 2: Functionality Criteria				Total
	Functionality Criteria			
2.	**Project Execution Plan:** Bidders shall be evaluated out of total score of Twenty-Nine points (29) for the Project Execution Plan. The project execution plan should address how the bidding company intends to address the entire Scope of Work as stipulated by the South African Military Health Services. Below are critical points they should address.			
	a. **How the company intends to address the following:** i. Training of DOD members with regards to handling of waste removal materials e.g. bins etc. ii. Response in case of emergency. iii. Emergency procedure wrt security (break in) and HCRW tampering. b. **The intended methodology from collection to destruction and landfilling:** i. How the waste will be collected & weighed. ii. The transportation method of the HCRW. iii. The safe keeping of the HCRW (Storage). iv. The destruction and disposal method of the HCRW in terms of the latest regulations. c. **Contingency plans in the case of the following:** i. Vehicle accidents carrying the HCRW. ii. Hijacking of the vehicles carrying HCRW. iii. Rapid increase in HCRW from the Health care facilities iv. Spillages or accidental contamination (pricking) at collection, in-transit, storage or disposal sites. v. In case of worker absenteeism due to strikes, unrest, sickness, Quarantine and act of nature.			

	NOTE **THE FUCTIONALITY TEAM WILL TAKE PHOTOGRAPHS DURING THE SITE VISIT AS DOCUMENTARY PROOF THAT THE SITE INSPECTION WAS CONDUCTED**			
3.	**Inspection of Premises:** The bidders who have progressed to Phase 2 (Functionality) will be required to host a site inspection, contractors to take not that photographic images will be taken by inspection team and the business premises, which will be include in a report where the End User will confirm the following:			
	a. Compliance of vehicles such as correct branding, registration, permit to operate as a HCRW transporter b. HCRW consumables samples as per SANS requirement: i. Red plastic bags ii. Boxes and lids iii. Sharp container iv. Bins v. Pharmaceutical Waste container vi. Chemical Waste container c. Compliance of incineration facilities to the latest Legislation d. Landfill Site i. Registration (Classification requirement class A/HH) ii. Service level/corporation agreement e. Storage facility(s)			
Total Functionality (All bidders who score less than 70% will be excluded from the next phase of the evaluation)				**61**