

VOLUME 1

CONDITIONS OF TENDER

Sustainable Health Care Waste Management in Gauteng

March 2003

**DRAFT VERSION FOR INDUSTRY
WORKSHOP**

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1. GENERAL

Words and expressions used in the Tender Documents, which are defined in the General Conditions of Contract and the Special Conditions of Contract or in any other Volume of the Tender Documents, shall have the same meaning when used in these Conditions of Tender.

In addition, the following definitions shall apply to these Conditions of Tender:

Word or phrase	Definition
Tender Date	Means the date of issuance of the Tender Documents.
Tender Documents	Means collectively those documents listed in Section 3 of the Volume 1 - Tender Invitation.
Tenderer's Information Meeting	Means the meeting to be held approximately half way through the tender preparation period.
Tender Period	Means the period from the Tender Date to the date of execution of the Contract
Tender Return Date	[<i>date for tender closing to be inserted here</i>]

In order to facilitate the evaluation of the Tenders and to reduce the time required for completing Tender clarifications, Tenderers are requested to use the terminology (and in particular the defined terms) used in Volume 3 and Volume 4 of the Tender Documents.

2. TENDER DOCUMENTS

The purpose of the Tender Documents is to procure the receipt of compliant Tenders for the Contract and to enable the identification by the Employer of a successful Tenderer for the Project with whom the Contract shall be entered into.

2.1 Composition of the Tender Documents

The Tender Documents comprises five Volumes:

- Volume 1 – Conditions of Tender
- Volume 2 – General Conditions of Tender, Contract and Order
- Volume 3 – Special Conditions of Contract
- Volume 4 – Project Specification
- Volume 5 – Background Information

2.2 Volume 1: Conditions of Tender

This document comprises Volume 1 of the Tender Documents.

The Conditions of Tender in Volume 1 provide each of the Tenderers with clear and concise instructions for the preparation of their Tenders. They include an outline of the tendering process, the requirements for tender submission, and the Employer' approach to tender evaluation. The following documents are annexes to the Conditions of Tender:

- a) Tender Evaluation Model
- b) Certificate as to Canvassing
- c) Certificate as to Collusive Tendering
- d) Tender Form
- e) Appendix to Tender
- f) Certificate of Attendance of Tender Meeting
- g) Amendments or Qualifications by the Tenderer
- h) Schedule of Labour and Equipment
- i) Schedule of Similar Work Carried out by the Tenderer
- j) Schedule of Consortium Members or Joint Venture Partners
- k) Schedule of Sub-Contractors
- l) Supervisory Staff
- m) Estimated Monthly Expenditure
- n) Transfer of Skills
- o) Authority for Signatory

2.3 Volume 2: General Conditions of Tender, Contract and Order

These are the General Conditions that apply to procurement under the Provincial Government of Gauteng.

Amendments to Volume 2 that have relevance for the Tendering Process are stated in Volume 1.

Amendments to Volume 2 that have relevance for the Contract are stated in Volume 3

2.4 Volume 3: Special Conditions of Contract

The Special Conditions of Contract in Volume 3 presents the Employer's position on all key contractual issues. The Special Conditions of Contract will together with the General Conditions of Contract, govern the contractual relationship between the Employer and the Contractor.

2.5 Volume 4: Project Specification

These are the Employers Requirements for the Services. Volume 4 and its appendices sets out the specifications and procedures for the supply of goods and provision of services.

2.6 Volume 5: Background Information

Background Information regarding the waste, legal matters etc. are found in Volume 4 – Background Information. Please refer to Volume 5 for a list of contents.

3. AMENDMENTS TO GENERAL CONDITIONS OF TENDER

Volume 3 [General Conditions of Tender, Contract and Order] shall apply for the Tender Period with the following amendments:

Part II: General

3.1.1 Clause 2: Conditions

Add Sub-Clause 2.4:

“All of the aforesaid conditions will apply to both RFI’s and RFQ’s, where appropriate.”

3.1.2 Clause 3: Communication with the Department

Clause 3:

Add the following: “The contact details for the Gauteng Department of Health is as follows:

Head of Procurement
Gauteng Department of Health
Private Bag X085
Marshalltown
2107

Attention: Mr. P. Jordaan.

Tel. (011) 355-3049
Fax. (011) 355-3086
Cel. 083 351 4275
E-mail: pierrej@gpg.gov.za”

3.1.3 Clause 4: Formal contracts

Clause 4 remains unchanged.

3.1.4 Clause 5: SA Post Office as agent of the tenderer or the contractor

Clause 5 remains unchanged.

Part III: Invitation of Tenders.

3.1.5 Clause 6: General

Sub-Clause 6.2

Add the following: “Tenderers wishing to make use of imported goods, will be held liable for the sound manufacture, timely supply and effective distribution of all disposable plastic HCW containers, even where such containers are manufactured overseas as a subcontract to the local supplier. The Employer will not enter into any negotiations with foreign manufacturers on behalf of any local suppliers.”

Sub-Clause 6.3

Add the following: “In addition to the national laws of the Republic of South Africa, Gauteng Provincial Legislation as well as Local Bylaws, will apply where appropriate.”

3.1.6 Clause 7: Quantities

Sub-Clause 7.3

refer to “Project Specification” section 4.2

3.1.7 Clause 8: Documents to be used and information to be furnished

Sub-Clause 8.2

Replace the words “signed in ink” in the existing Sub-Clause with the words “completed in black ink”. Add the following sentence to the Sub-Clause: “No erasure fluid may be used and any incorrect information is to be crossed out and initialled by the tenderer.”

Add Sub-Clause 8.4

“A compulsory tender meeting (that may be followed by a site inspection) will be held at the time and the date stated in the Invitation to Tender. Failure to attend such a tender meeting may render the tender liable to rejection and will not absolve the tenderer from any lack of knowledge of the site conditions. The tender meeting will be at the tenderer's own expense insofar as transport and accommodation is concerned and the tenderers must make their own arrangements in this regard. No tenderer will be allowed access to the site for any purpose whatsoever without prior authority from the Employer.

Attention is drawn to the fact that information given orally at any other time prior to the award of the Contract, will not be regarded as binding on the Employer or the Employer, and only information given formally in writing to prospective contractors by the Employer will be regarded as amending the tender / contract documents.”

Add Sub-Clause 8.5

The Contractor shall be deemed to have satisfied himself/herself before submitting his/her tender as to the correctness and sufficiency of his/her tender and of his/her rates, which rates shall cover all his/her obligations under the contract. It shall also be deemed that in entering into the Contract, the Contractor fully understands the terms, conditions and intent of the Contract.

3.1.8 Clause 9: Charge for documents

Clause 9

Delete the existing Clause and replace with the following: “A non-refundable fee of R 500-00, in the form of a cheque made out in favour of the Gauteng Department of Health, will be charged for all Tender Documents collected”.

3.1.9 Clause 10: Availability of specifications

Clause 10

Add the following to the Clause: “All SABS Codes are obtainable from:

South African Bureau of Standards
Private Bag X191
Pretoria
0001

Tel: (012) 428-6933
Fax: (012) 428-6928

3.1.10 Clause 11: Samples

Sub-Clause 11.4

Delete the existing Sub-Clause and replace with the following: “Tenderers are requested to submit samples of any containers that are offered in.”

Sub-Clause 11.9

Delete this Sub-Clause.

3.1.11 Clause 12: Closing of tenders

Remains unchanged

3.1.12 Clause 13: Validity periods

Clause 13

Add the following sentence to the existing Clause: “Tenders shall hold good for ninety (90) days after the Tender Return Date. During the validity period prices offered shall remain firm.

3.1.13 Clause 14: Tender prices and delivery periods

Clause 14

Delete this Clause and replace it with the following:

“Sub-Clause 14.1. All-inclusive tender prices are required. Except as hereinafter provided for, the rates and prices tendered shall be firm and binding throughout the Contract Period”;

“Sub-Clause 14.1.1. Any statutory changes in Value Added Tax (VAT) and any levy related to customs and excise, shall be considered reason for a related increase in the tendered rates”;

“Sub-Clause 14.1.2. The Prices for the Services shall be adjusted every 6 months in accordance with the mechanism set out in Volume 3 [Special Conditions of Contract].

“Sub-Clause 14.1.3. Changes in the Rate of Exchange shall not be considered reason for an increase in the tendered rates, as that will result in tenders not being treated equal, with some tenderers being advantaged at the time when tenders are considered for award.”

3.1.14 Clause 15: Alternative offers

Clause 15

Delete this Clause, and replace it with the following:

“Should a Tenderer wish to submit an alternative tender, he/she may do so in a covering letter submitted with the documents. An alternative tender will only be considered, however, if the Tenderer also submits a compliant tender in accordance with the requirements of the contract documents.

Prospective Tenderers who offer an alternative should endeavour to provide as much detailed information about the alternative offer as possible to enable a full evaluation of the offer to be made. Should it be considered that insufficient information has been provided to allow such a successful and responsible assessment to be made, the alternative tender may be disregarded.”

3.1.15 Clause 16: Offers not strictly to specification

Clause 16 remains unchanged.

3.1.16 Clause 17: Partial tenders

Clause 17

No partial tenders will be allowed

3.1.17 Clause 18: Lodging of Tenders

Sub-Clause 18.1

Replace the words “Original tenders signed in ink...” with the words “Original tenders completed in black ink, together with two (2) copies thereof,...”.

3.1.18 Clause 19: Late tenders

This Clause remains unchanged.

3.1.19 Clause 20: Tenders received open or without the tender number on the envelope

This Clause remains unchanged.

3.1.20 Clause 21: Opening of tenders

Sub-Clause 21.3

Delete this Sub-Clause and replace it with the following: “ The total tender prices of all tenders related to HCW management are disclosed on request at the time of opening of tenders.”

Part IV: Consideration of Tenders

3.1.21 Clause 22: General:

Sub-Clause 22.4

Add the words “the lowest or” to the first sentence, following the word “accept”.

Sub-Clause 22.5

Add the following sentence to the existing Sub-Clause: “The possible split of the contract to a maximum of 3 suppliers, each servicing one or more GDoH Regions, may be considered.”

Add Sub-Clause 22.7

In addition to the above, tenderers are requested to include a detailed (but unquantified) Method Statement of how they intend to fulfil their contractual obligations, what type of human and physical resources will be deployed and what quality control measures will be put in place to ensure the uninterrupted supply of the required equipment. Whenever required by the Employer, the successful Contractor shall furnish in writing such additional particulars in connection with the equipment, vehicles, personnel, etc., as he/she may require within 7 (seven) days of been requested to do so.

Besides being a future plan of action, it is intended that this Method Statement will assist during the adjudication by indicating the tenderer’s knowledge, experience and understanding of the Scope of Work.”

3.1.22 Clause 23: Equal Tenders

Sub-Clause 23.1

Replace this Sub-Clause with the following: “After prices have been brought to a comparative level, the tender evaluation shall be undertaken in accordance with the Evaluation Criteria laid down in Section 4, with due consideration being given to the following aspects:”

Sub-Clause 23.1.2

Delete the words “firm tender prices as well as” from this Sub-Clause.

Delete Sub-Clause 23.1.6

3.1.23 Clause 24: Quantities other than those specified

Clause 24 remains unchanged.

3.1.24 Clause 25: Notification of acceptance

Clause 25 remains unchanged.

4. PREPARATION OF TENDER

4.1 Presentation of Tender

4.1.1 Language of Tender

The Tender proposal prepared by the Tenderer and all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer shall be written in English. Supporting documents and printed literature furnished by the Tenderer with the Tender shall also be in English.

4.2 Contents of Tender

The Tenderer shall prepare one bound original and 3 lever arch copies of the documents comprising the Tender. The documents shall be clearly marked ORIGINAL and COPY 1, COPY 2 and COPY 3.

In the event of any discrepancy between them, the original shall prevail.

The Tender shall contain items 1 to 12 as listed below. The table of content shall follow the list stated below with regard to both section numbering and content. The Tenderer may apply sub-headings to the specified headings.

1. Letter of Tender

2. Tender Form
3. Appendix to Tender
4. Technical Proposal
5. Certificate as to Canvassing
6. Certificate as to Collusive Tendering
7. Certificate of Attendance of Tender Meeting
8. Amendments or Qualifications by the Tenderer
9. Schedule of Labour and Equipment
10. Schedule of Similar Work Carried out by the Tenderer
11. Schedule of Consortium Members or Joint Venture Partners
12. Schedule of Sub-Contractors
13. Supervisory Staff
14. Estimated Monthly Expenditure
15. Transfer of Skills
16. Authority for Signatory
17. The Tenderer's proposed time schedule for the Mobilisation, Roll Out and Commencement of Services

The original and copies of the Tender shall be typed and shall be signed by the Tenderer.

The Tender shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Employer or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.

4.2.1 Certificates and forms

The Tenderer shall complete and return as part of his/her Tender, the following forms and certificates annexed to this Volume 1 [Conditions of Tender]:

- a) Certificate as to Canvassing
- b) Certificate as to Collusive Tendering
- c) Tender Form
- d) Appendix to Tender
- e) Certificate of Attendance of Tender Meeting
- f) Amendments or Qualifications by the Tenderer
- g) Schedule of Labour and Equipment
- h) Schedule of Similar Work Carried out by the Tenderer
- i) Schedule of Consortium Members or Joint Venture Partners
- j) Schedule of Sub-Contractors
- k) Supervisory Staff
- l) Estimated Monthly Expenditure
- m) Transfer of Skills
- n) Authority for Signatory

4.2.2 Technical Proposal

The Technical Proposal shall be prepared based on the Project Specification and shall have the following contents:

- Details of the Tenderer’s organisation
- Details and CV’s for key personnel
- Details of the Training Programme
- Methods for the Consultancy Services
- Details of the Tenderer’s response the the Emergency Plan (Clause 17 of the Project Specification)

If the Tenderer decides to deviate from any of the requirements set out in the Project Specification then this shall be clearly identified and the Tenderer shall explain in detail why the proposed deviation will provide a better solution.

In addition to the above, tenderers are requested to include a detailed (but unquantified) Method Statement of how they intend to fulfil their contractual obligations, what type of human and physical resources will be deployed and what quality control measures will be put in place to ensure the uninterrupted supply of the required equipment.

5. SUBMISSION OF TENDER

- 5.1 Address for Tenders
- 5.2 Tender Return Date
- 5.3 Late Tender
- 5.4 Modification and Withdrawal of Tender

6. TENDER OPENING AND EVALUATION

- 6.1 Tender Opening
- 6.2 Process to be Confidential
- 6.3 Clarification of Tender
- 6.4 Tender Evaluation

7. AWARD OF CONTRACT AND COMMENCEMENT OF PROJECT

7.1 Award Criteria

The Employer intends to proceed to award the Contract to the Tenderer who the Employer considers has offered, taking all relevant matters into consideration, the most advantageous Tender.

If, for any reason, contract finalisation with a preferred Tenderer fails then the Employer reserves the right to approach and award the Contract to any other Tenderer.

7.2 Notification of Award

Prior to the expiry of the period of Tender Validity, the Employer will notify the preferred Tenderer in writing that his Tender has been selected as the preferred Tender.

Following the execution of the Contract by the Employer and the preferred Tenderer, the Employer will notify the unsuccessful Tenderers that their Tenders have been unsuccessful.

7.3 Signing of Contract

At the same time that the Employer notifies the preferred Tenderer that his Tender has been selected as the preferred Tender, the Employer will prepare the Contract for signature.

The Employer will arrange for a meeting where the Contract will be formally executed by the Employer and the Contractor in accordance with the law applicable to the Contract.

ANNEXURE A

TENDER EVALUATION MODEL

1. Contract Award

Award for the Contracts for each of the respective Regions will be made to the Tenderers with the highest scores based on evaluation criteria and any results of investigation into the Tenderer's ability to perform the tasks outlined in these Conditions of Tender, General Conditions of Contract, Special Conditions of Contract and Project Specifications. It is the Employers intention to select the Tenders that are most advantageous based on the knowledge by the Tenderers as to proper methods to execute the duties and responsibilities described in this document in the most effective manner for each of the respective Regions.

The Employer does however reserve the right to reject any or all Tenders if such rejection would be considered to be desirable for the Gauteng Department of Health. The Employer further reserves the right to negotiate with the Contractors selected for each of the Regions on any changes in the Scope of Work such as changes in the amount of HCRW to be treated, as allowed for in the Tender.

2. Evaluation Criteria

The bids will be evaluated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and subsequent regulations' point system. The "90:10 point system" will be applied during the evaluation.

Certain items will be evaluated as "pass/fail" criteria and could cause Tenders to be rejected if the required information is not supplied or if a compulsory requirement is not met. These include the following:

Clause: The compulsory requirement for proposed HCRW treatment facility to be registered with GDACEL and issued with a Record of Decision by GDACEL in terms of the Environmental Conservation Act (Act of 19);

Clause: The requirement for HCRW transports to be registered with GDACEL;

Clause: Failure by the Tenderer to commit to full compliance with the Gauteng Regulations on HCRW Management (Regulation of 2003);

Clause: The requirement for Tenderers to submit a tender that allows for the total and integrated service to be rendered in any of the 3 Health Care Regions in Gauteng;

Clause: Submission of Alternative Tenders without the submitting a Main Tender that complies in all respects with the Conditions of Tender, General Conditions of Contract and Special Conditions of Contract;

Clause: Failure by the Tenderer to commit himself/herself to be able to implement the reusable plastic HCRW container system for any particular Region in the maximum allowable time of 6 months;

Clause: Failure by the Tenderer to be able to render a dual system (disposable cardboard boxes as well as reusable plastic container) during the Roll Out Period.

Requirements that are considered to be compulsory will not be incorporated in the following point scoring system, as all Tenders that are allegeable for points, will have to comply with the compulsory requirements. Having thus complied with all of the aforesaid compulsory requirements, Tenders will each be scored on a 100-point scale based on the following criteria:

Category A: Supply and distribution of disposable plastic containers; supply, distribution and maintenance (including cleaning and disinfection) of reusable plastic containers as well as training offered to Clinics and Hospitals within any particular Region (10 points)

Functionality: Total 5 points

- Containers that are meeting the operational range, as well as health and safety requirements of the health care institutions as described in the Tender Specifications;
- Expected period required to start delivery for reusable as well as disposable containers;
- Appropriateness of cleaning and disinfection procedures proposed;
- Ability to supply containers for dual system during implementation of reusable container system;
- Appropriateness of proposed training and capacity building within health care institutions.

Quality Assurance: Total 5 points

- Containers meeting quality standards described in Tender Specifications;
- Containers meeting with SABS Standards;
- Proposed quality assurance plans to ensure ongoing compliance with the required standards;
- Arrangements proposed to ensure that problems identified locally will be addressed by international suppliers, where imported containers are offered;
- Remedial measures proposed to rectify problems encountered during the quality control;
- Effective cleaning and disinfection of reusable containers;
- Timely and effective delivery of containers to the end users;
- Monitoring the efficiency with which training and capacity building is implemented within health care institutions;
- Proposed backup arrangements for supply and distribution of containers in the event of a breakdown in supply;
- Proposed backup arrangements for cleaning and disinfection of containers in the event of a breakdown in plant.

Category B: Collection and transport of HCRW from all Clinics and Hospitals in any particular Region (10 points)

Functionality: Total 5 points

- Appropriateness of HCRW collection vehicles as described in the Tender Specifications, e.g. ergonomical as well as safety compliance;
- Expected period required to start collection of HCRW;
- Measures proposed to ensure timely collection of HCRW from generators / refrigeration of pathological waste from generators not serviced daily;
- Adequacy of HCRW collection fleet and collection staff offered;
- Proposed maintenance of HCRW collection vehicles;
- Proposed maintenance of central storage areas.

Quality Assurance: Total 5 points

- Proposed procedures to deal with spills, accidents or any emergency situations;
- Backup arrangements in the event of a breakdown of HCRW collection vehicles;
- Alternative loading arrangements in the event of a breakdown of lifting tailgates.

Category C: Treatment and disposal of HCRW (10 points)

Functionality: Total 5 points

- Effectiveness of HCRW treatment system to deal with all categories of HCRW generated;
- Expected period required to start treatment of HCRW;
- Adequacy of HCRW treatment capacity offered;
- Measures proposed to ensure timely treatment of HCRW / refrigeration of pathological waste if not treated within 24 hours;
- Proposed maintenance of HCRW treatment facilities;
- Proposed measures to ensure adequate treatment capacity throughout the Contract period.

Quality Assurance: Total 5 points

- Proposed procedures to deal with spills, accidents or any emergency situations;
- Backup arrangements in the event of a breakdown of HCRW treatment facility;
- Proposed HCRW treatment performance monitoring and emission testing.

Category D: Preferential Procurement (10 points)

- Ownership and management of organisations by historically disadvantaged individuals in terms of race, and disability - 4 points
- SME organizations or support to SME companies in procurement policies or otherwise - 3 points

- The empowerment of the work force by standardising the level of skill and knowledge of workers - 3 points

Category E: Price (60 points)

- Price of the various components of the HCRW management service compared to the current service;
- Justification of increased price when considering the increase in standard of service and quality offered;
- Affordability of HCRW management service to the health care institutions;
- Impact of economies of scale on the unit price and justification to award the contract for rendering of the HCRW management service for more than one Region to a single Contractor.

The Gauteng Department of Health is interested in encouraging the local manufacture of disposable HCW containers – with the participation of local business. Any Tenderer who can put forward a viable plan that allows for the establishment of such a venture on a substantial scale – or the extension of an existing venture to accommodate the needs of the Gauteng Department of Health – would be favourably considered.

3. Role of Evaluation Committee

An Evaluation Committee consisting of at least five, but up to seven persons, will review all Tenders submitted. The following process will be used:

Tenders will be evaluated for completeness and compliance with the Conditions of Tender. Incomplete Tenders may be rejected. If a portion of a Tender is unclear, the respondent may be asked to provide written clarification;

Members of the Evaluation Committee will score Tenders according to the criteria set out above. If the total scores for the highest scoring Tenders are close, or if the Evaluation Committee feels that it needs more information, top-scoring respondents may be asked to attend interviews or alternatively allow members of the Evaluation Committee access to their premises to demonstrate the way in which it is proposed for the project objectives to be met;

On completion of interviews and site visits, if any, the Evaluation Committee will review the results of their evaluation of finalists, and will forward their recommendation to the Gauteng Health Departmental Acquisition Council (DAC), who will then review the recommendation and approve the selection. Should DAC be of a different opinion, it will ask for any further information that may be required and enter into discussion with the Evaluation Committee until consensus is reached;

All competing Tenderers shall be notified in writing of the selection of the successful Tenderer.

4. Outcome of Evaluation Process

Based on the Tenders received and the scores determined by the Evaluation Committee, the Gauteng Health DAC may take any of the following actions:

Accept a Tender(s) and enter into a Contact(s) based on the Tender(s) to carry out the Scope of Work as detailed in this document;

Negotiate a revised Scope of Work and accordingly revised remuneration with the Tenderer(s) whom in the DAC's opinion will be best equipped to meet the needs for the successful execution of the project, and that falls within the Gauteng department of Health's budgetary constraints; or Reject all Tenders.

ANNEXURE B

SUSTAINABLE HEALTH CARE WASTE MANAGEMENT IN GAUTENG

**CERTIFICATE AS TO COLLUSIVE TENDERING
TO THE GAUTENG DEPARTMENT OF HEALTH**

The essence of the public procurement process is that the Gauteng Department of Health shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle I/We certify that this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

- a) communicate to a party other than the Gauteng Department of Health the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance),
- b) enter into any agreement or arrangement with any other party that he shall refrain from tendering or as to the amount of any Tender to be submitted, or
- c) offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender.

In this Certificate:

- the word “person” includes any person, body or association, corporate or incorporate
- the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

On behalf of

Date

ANNEXURE C

SUSTAINABLE HEALTH CARE WASTE MANAGEMENT IN GAUTENG

**CERTIFICATE AS TO CANVASSING
TO THE GAUTENG DEPARTMENT OF HEALTH**

We hereby certify that I/we have not canvassed any member, employee, advisor, agent or contractor of the Gauteng Department of Health or any Committee of the Gauteng Provincial Government, in connection with the award of the contract for the Sustainable Health Care Waste Management in Gauteng and that no adviser or person employed by me/us or acting on my/our behalf has done any such act.

On behalf of

Date

ANNEXURE D

FORM OF TENDER

(Note: The forms to be completed by the Tenderer form part of the Contract document)

Gauteng Department of Health
Private Bag X085
Marshalltown
2107

Sir/Madam,

Having examined the complete tender enquiry, we offer to manage all Health Care Risk Waste (HCRW) generated at selected public health care facilities from the respective Regions A, B or C over the proposed period of 5 (five) years, as detailed herein and in conformity with all specified requirements as well as the duly completed Appendix, Schedules and Forms (all attached hereto) for the sum of

Region A:

R(in words)
(VAT Excluded)

Region B:

R(in words)
(VAT Excluded)

Region C:

R(in words)
(VAT Excluded)

or such other sums as may be ascertained in accordance with the Contract.

We further offer a discount on the tender amounts for each of the respective Regions of% (in words).....percent, should we be awarded the contract to render the HCRW management service for more than one Region over the said contract period.

In the event of there being any errors of extension or addition in the priced Schedules of Rates and Quantities, we agree to it being corrected, the rates being taken as correct.

If our tender is accepted, we will if requested to do so, and within the time stipulated, provide a good and sufficient Surety Bond in the format annexed hereto, granted by a

financial institution (to be approved in any case by the Employer) to be jointly and severally bound with us in a sum not exceeding [*amount to be decided*] of the total Contract sum for the due performance of the Contract. The surety we propose is:

Financial Institution:

Address:

.....

.....

.....

Unless and until a formal Agreement is proposed and issued, this Tender, together with written acceptance thereof by yourselves, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive and that no reason for the acceptance or rejection of an offer will be given.

This offer shall remain valid for 90 (ninety) days from closing date for the submission of offers.

Signed on behalf of contractor:

Name of Signatory:

Name of Contractor/Consortium/Joint Venture:

Members of Consortium/Joint Venture, (if applicable):

1)

2)

3)

We choose domicilium citandi et executandi in South Africa at:

Physical Address:

.....

.....
.....

Postal Address:
.....
.....
.....

Telephone Number:

Fax Number:

E-mail Address:

Date:

Witnesses: 1.

2.

ANNEXURE E

APPENDIX TO TENDER.

Address of Employer:	Gauteng Department of Health Private Bag X085 Marshalltown 2107
Address and contact details of Contractor / Consortium / Joint Venture:	Address Tel: Fax: E-mail:
Amount of Surety:	10% (ten percent) of Contract Price for each of the respective Regions awarded
Time within which Surety to be provided:	Fourteen (14) days from the Commencement date
Duration of Surety:	Until issue of Certificate of Completion by the end of the Contract Term
Time within which Contract is to Commence:	60 days after Award Date
Special Risks insurance to be arranged by:	Contractor.
Amount of Special Risks Insurance:	R 500 000-00
Liability insurance to be arranged by:	Contractor.
Minimum amount of Liability Insurance:	R 3 000 000-00
Special Non-working Days:	None.
Amount of Penalty for delay:	See Clause

Percentage advance on project:	0 %
Percentage Retention:	0 %
Delivery of Contractors final Statement:	Within 60 days after certified date of end of Contract Term.
Defects Liability Period:	Not Applicable.
Settlements of disputes to be by reference to:	Mediation / Arbitration
Escalation:	See Clause
Period of validity of Tender:	Ninety (90) days from closing date for submission of tenders.

.....
SIGNED ON BEHALF OF TENDERER

.....
Date

ANNEXURE F

CERTIFICATE OF ATTENDANCE OF TENDER MEETING

This is to certify that I, as
authorised representative of
have attended the tender meeting on 2003 and satisfied
myself as regards to all conditions and other factors which may affect our Tender.

.....
Signature of Tenderer's Representative

.....
Signature of Employer

.....
Signature of Tenderer

.....
Date

Plant and Equipment

MAKE and MODEL	Size or capacity	Owned / hired	Capital Value
Region A:			
Region B:			
Region C:			

.....
 SIGNED ON BEHALF OF TENDERER Date

ANNEXURE J

CONSORTIUM MEMBERS OR JOINT VENTURE PARTNERS

The Tenderer is to complete the schedule below specifying all Consortium Members or Joint Venture Partners on whose behalf the tender is submitted, as well as the main roles and responsibilities of each. Sections of the work and expected magnitude of work undertaken by such Consortium Members or Joint Venture Partners shall be specified in the schedule.

If no Consortium or Joint Venture is to be formed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

NAME OF CONSORTIUM MEMBER OR JOINT VENTURE PARTNER	SECTION OF THE WORK	EXPECTED VALUE OF ITEMS COVERED

.....
SIGNED ON BEHALF OF TENDERER Date

ANNEXURE K

SCHEDULE OF SUB-CONTRACTORS

The Tenderer is to complete the schedule below specifying all Sub-Contractors he/she intends using on the Contract.

Acceptance of a Tender does not imply acceptance by the Employer of the Sub-Contractors proposed herein, and the Contractor is deemed to be responsible for carrying out all of this work himself/herself should agreement to the proposed sub-contractor(s) not be reached.

If no sub-contractors are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

NAME OF SUB-CONTRACTOR	SECTION OF THE WORK	TOTAL VALUE OF ITEMS COVERED BY SUB-CONTRACT

.....
SIGNED ON BEHALF OF TENDERER Date

ANNEXURE L

SUPERVISORY STAFF

The Tenderer is to complete the schedule below specifying all supervisory staff he/she intends placing on the contract full-time. The CV's of the supervisory staff are to be attached.

Acceptance of a tender does not imply acceptance by the Employer of the staff proposed herein.

STAFF MEMBER	DESIGNATION	YEAR'S SERVICE WITH TENDERER	SECTION OF CONTRACT TO BE SUPERVISED
First Region awarded:			
Second Region be awarded:			

These staff members or any subsequent replacement thereof shall be designated "key personnel" and shall not be removed from the Contract without the prior written consent of the Employer.

.....
 SIGNED ON BEHALF OF TENDERER Date

ANNEXURE M

PROGRAMME OF WORK DURING MOBILISATION AND ROLL-OUT OF CONTRACTS

ACTIVITY	WEEK																			
	MOBILISATION PERIOD								ROLLOUT PERIOD											
	MONTH 1				MONTH 2				MONTH 1				MONTH 2				MONTH 3			
	1	2	3	4	5	6	7	8	1	2	3	4	5	6	7	8	9	10	11	12
WEEK NO. ? ACTIVITY DESCRIPTION?																				
1.																				
2.																				
3.																				
4.																				
5.																				
6.																				
7.																				
8.																				
9.																				
10.																				
11.																				
12.																				
13.																				
14.																				

.....
SIGNED ON BEHALF OF TENDERER Date

Note: Tenderers are to indicate what the impact of possible award of a second Region to the same Contractor would be on the programme.

ANNEXURE N

ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state the estimated value of work to be completed every month in each of the respective Regions for the first year based on the assumption that the HCRW generation is evenly spread per Region. The amounts for contingencies shall not be included.

WEEK	Region A:		Region B:		Region C:	
	Preliminary & general costs	Operational costs	Preliminary & general costs	Operational costs	Preliminary & general costs	Operational costs
1	R	R	R	R	R	R
2	R	R	R	R	R	R
3	R	R	R	R	R	R
4	R	R	R	R	R	R
5	R	R	R	R	R	R
7	R	R	R	R	R	R
8	R	R	R	R	R	R
9	R	R	R	R	R	R
10	R	R	R	R	R	R
11	R	R	R	R	R	R
12	R	R	R	R	R	R
TOTAL	R	R	R	R	R	R

.....
 SIGNED ON BEHALF OF TENDERER Date

ANNEXURE P

FORM OF AGREEMENT

This agreement is made between Gauteng Department of Health (hereinafter called "the Employer") of the one part,

and

of

(hereinafter called "the Contractor") of the other part, herein represented by

.....

in his/her capacity as

Whereas the Employer is desirous that Health Care Risk Waste Management be executed at selected public health care facilities within the respective Regions and has accepted a Tender by the Contractor for the execution, of such works;

Now therefore this agreement witness as follows:

1. In this agreement words and expressions shall have the same respective meanings as are assigned to them in the General Conditions of Contract and Special Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - i) General Conditions of Contract;
 - ii) Special Conditions of Contract;
 - iii) Project Specifications;
 - iv) The priced Schedule of Rates and Quantities and Preamble thereto;
 - v) The said Form of Tender and forms to be completed by the Tenderer;
 - vi) The Annexures;
 - vii) The Notices, if any, issued to the Tenderer in the Tender Period;
 - viii) The correspondence, if any, between the Tenderer and the Employer or its representative with and after submission of the Tenders;
 - ix) The Guarantee;
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor undertakes to the Employer to render the Services for the Region awarded so as to conform in all respects with the provisions of the Contract.

4. The Employer hereby undertakes to pay the Contractor in consideration of the rendering of Services, the Monthly Services Payment in accordance with the Schedule of Rates and Quantities and Volume 3 [Special Conditions of Contract], at times and in the manner prescribed by the Contract.

Signed in the presence of the subscribing witnesses, at
for and on behalf of the Employer on this day of 2003

.....
SIGNATURE:

.....
CAPACITY:

AS WITNESS: 1.
2.

Signed in the presence of the subscribing witnesses, at
for and on behalf of the Contractor on this day of 2003.

.....
SIGNATURE:

.....
CAPACITY:

AS WITNESS: 1.
2.

Affix the appropriate revenue stamp and cancel with signature and date
--

ANNEXURE Q

FORM OF BOND

Employer: Gauteng Department of Health

Contract No:

Project No:

Contractor:

Description of Contract: **MANAGEMENT OF HEALTH CARE RISK WASTE GENERATED AT GAUTENG PROVINCIAL CLINICS AND HOSPITALS.**

REFERENCE OF SURETY:

With reference to the above Contract about to be entered into in terms of the Contractor's tender, I/We* the undersigned

.....
(Name of responsible person/s)

and

.....
(Name of responsible person/s)

in my/our respective capacity/capacities as

.....
(Capacity)

and

.....
(Capacity)

of

.....
(Financial Institution/Insurance Company)

do hereby bind

.....
(Financial Institution/Insurance Company)

as surety and co-principal debtors in solidum for the due performance of the Contract by the above-named Contractor, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor, renouncing all benefits from the legal expectations ordinis seu excursionis et divisionis "No value received" and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to and shall not exceed.

R..... (Amount of surety bond in words)

The said sum, or portion thereof, is payable upon our receiving written demand from the Employer that such sum, or portion thereof, is due and payable in terms of the Contract.

This Surety Bond is irrevocable and will lapse and be returned to us upon the issue of the Employer's Certificate of Completion in terms of the Contract and after written approval by Employer or his/her nominee unless the Surety is advised in writing by the Employer before issue of the said Certificate of his/her intention to institute claims and the particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

We acknowledge that upon the termination of this Bond the Employer shall, in terms of Treasury Regulations, retain the cancelled document for the prescribed period.

Executed For and on Behalf of:
(Financial Institution/Insurance Company)

Signed at on this day of 20....

.....
Responsible Person Capacity

1.

Witness

2.

Witness

duly authorised to sign on behalf of
(Financial Institution/Insurance Company)

Full Address of Surety: (which the surety also chooses as its domicilium citandi et
executandi):

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

ANNEXURE R

AUTHORITY FOR SIGNATORY

Signatories for Closed Corporations, Companies, Consortiums or Joint Ventures shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or the board(s) of directors, as the case may be.

An example of a resolution for a company is shown below:

By resolution of the board of directors taken on2003

Mr/Ms was duly authorised to sign all documents in connection with the tender for the management of Health Care Risk Waste generated from selected health care facilities in the respective Regions and any contract that may arise there from on behalf of

.....
(Block Capitals)

.....
SIGNED ON BEHALF OF THE closed corporation / COMPANY

IN HIS CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

(Note: For Consortiums or Joint Ventures, Authority for Signatory will be required from each member of the Consortium or Joint Venture.)