

VOLUME 3 SPECIAL CONDITIONS OF CONTRACT

Sustainable Health Care Waste Management in Gauteng

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WORKSHOP**

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1. Amendments to General Conditions of Contract

Apart from the Gauteng Provincial Government's General Conditions of Tender, Contract and Order, the following Special Conditions of Contract will apply:

1.1 Part I: Definitions

1.1.1 Clause 1: Definitions

In addition to the Definitions in the General Conditions of Tender, Contract and Order, the following Definitions shall apply.

Unless the context otherwise requires or admits, in this Contract the following words and/or expressions shall have the meanings respectively ascribed to them below:-

Phrase	Definition
Air Pollution	The presence of a material or substance in air that may be harmful to either the natural or human environment.
Air Quality Standards	The level of pollutants that by law cannot be exceeded during a specified time in a defined area.
Capacity Building / Capacity Development	The improvement of knowledge on matters related to HCW Management through the dedicated efforts of training and transfer of skills to both individuals and facilities. Capacity Building is normally undertaken as formal training like on-the-job training, courses, study tours, development of systems and tools for facilities.
Clinic	Means a Facility named as such in the List of Facilities or a Facility named as municipal health care center in the List of Facilities
Collection Programme	Means the Contractor's programme for collecting Waste from the Facilities. The programme shall specify weekdays and approximate times that Waste will be collected from each Facility.
Commencement of Services Date	Means the date on which the Contractor shall take responsibility for removing the Waste from all Facilities in the Region.
Competent Authority	Means any agency, department, board, committee, governmental or parochial body, local authority, court, inspectorate, official regulator, public statutory person or appointee of the Republic or the Province (whether autonomous or not) having jurisdiction (whether by virtue of Legislation, delegated authority, customary law or otherwise) over any of the parties hereto, the subject matter of this

	Contract and/or the performance any of the parties' respective obligations under this Contract.
Container	Reusable or disposable vessel in which HCW is placed at source for further handling, transport, storage, treatment and/or final disposal. The HCW container is an integral part of HCW management equipment.
Contract Date	Means the date on which the Contract is executed.
Contract Period	Means the period from the Contract Date to the date that the Contract expires.
Contractor	Means the party named as such in the Agreement
Deduction	Has the meaning given to it in Clause ?? of the Contract.
Disposable Container	Means sharps container and/or Specibin and/or liner for HCRW.
Domestic waste	Municipal solid waste generated from households.
Employer	Gauteng Department of Health, currently representing Hospitals and Clinics within its area of jurisdiction.
Employer	Means the party named as such in the Agreement of the Contract and its permitted successors and assigns.
Employer's Representative	Means such party as the Employer may appoint as the Employer's Representative for the purposes of this Contract and notify in writing to the Contractor
Environment	Environment is defined as i) the natural environment, consisting of air, water, land and all forms of life, ii) the social, political, cultural, economic and working context and other factors that determine people's place in and influence on the environment, and iii) natural and constructed spatial surroundings.
Exposure:	The intake of radiation or pollutant by organisms present in a particular environment (i.e. human, natural), which represents a potential health threat to the living organisms in that environment.
Facility	Means a provincial hospital, clinic, mortuary or any other health care facility included in the List of Facilities.
Flue Gas (or exhaust gas)	Gases and suspended particles emitted from an incinerator or

	industrial stack or generally through a chimney.
Good Engineering and Operating Practices	<p>Means (in relation to the performance of any activity, duty, responsibility and/or obligation of the Contractor to which this standard is stated in this Contract to apply) the standards, practices, methods and procedures and the degree of skill, care, diligence, prudence and foresight that would reasonably be expected of a skilled and experienced contractor, or operator (as the case may be) engaged in the same type of undertaking under the same or similar factual, practical and/or physical circumstances at the time when the relevant decision or judgement is made and/or the relevant act or operation is performed and, without prejudice to the foregoing generality, shall include taking all reasonable steps to ensure that:-</p> <p>adequate materials, resources and supplies, are constantly available to undertake the Services under normal conditions and reasonably anticipated abnormal conditions;</p> <p>sufficient personnel are available and are adequately experienced and trained to Transport and handle the Waste and operate the Treatment Plant properly, efficiently and within the manufacturers' guidelines and specifications and are capable of adequately responding to emergency conditions;</p> <p>preventive routine and non-routine maintenance and repairs are performed to the Treatment Plant on a basis that ensures reliable and safe operation, and are performed by knowledgeable, trained and experienced personnel utilising suitable equipment, tools and procedures;</p> <p>appropriate monitoring and testing is done to ensure that all equipment at the Treatment Plant is functioning as designed and to provide assurance that such equipment will function properly under normal conditions;</p> <p>appropriate planning procedures are carried out to ensure the proper collection, transport, handling, treatment and disposal of the Waste, Residues and effluents under normal conditions and reasonably anticipated abnormal conditions;</p> <p>Employer's Requirements, all Necessary Consents and all applicable Statutory Requirements are complied with.</p>
HCRW Vehicles	Means the vehicles used by the Contractor to transport Waste.

Hospital	Means a Facility named as such in the List of Facilities
Human Tissue	The tissue, organs, limbs, blood, and other body parts that are removed during surgery and autopsy.
Implementation Period	Means for each Facility the period from when a Facility begins to use elements of the new Waste Management System until the new Waste Management System is fully implemented at that Facility.
Incineration	The controlled burning of solid, liquid or gaseous combustible wastes to produce gases and residues containing little or no combustible material. Incineration is both a form of treatment and a form of disposal. It is simply the controlled combustion of waste materials to a non-combustible residue or ash and exhaust gases, such as carbon dioxide, acidic gases and water vapour.
In-service Training	Means the training division in the GdoH responsible for organising training programmes for nurses at clinics.
Integrated Health Care Waste Management	Is a holistic and integrated course of action that specifies the institutional, infra-structural and technological support, as well as human and financial resources required to establish and implement an integrated Health Care Waste Management Strategy.
Landfill	To dispose of waste on land, whether by use of waste to fill in excavations or by creation of a landform above grade, where the term 'fill' is used in the engineering sense.
Liquid Wastes:	Any waste material, whether it being hazardous or non-hazardous and that is determined to contain "free liquids" – liquids, which readily separate from the solid portion of waste under ambient temperature and pressure.
List of Facilities	See Appendix 7 [List of Facilities] of Volume 4 [Project Specification]
Manifest System	A system for documenting and controlling the fate of HCRW from "cradle-to-grave".
Medical Waste	Waste generated from such places as hospitals, clinics, doctors' rooms, laboratories, pharmacies, and research facilities (refer to HCW/HCRW).
Minimum Requirement	A standard by means of which environmentally acceptable

	e.g. waste disposal practices can be distinguished from environmentally unacceptable waste disposal practices.
Necessary Consents	Means all consents, licences, certificates, authorisations, permissions, approvals and permits of any Competent Authority and/or Interested Parties which are necessary for the lawful performance of the Services and/or any of the Contractor’s other obligations under this Contract.
Off-site Facility	A clinical and related waste treatment, storage or disposal facility that is located away from the generating site.
On-site Facility	A clinical and related waste treatment, storage or disposal facility that is located on the generating site.
Pathological Waste	Has the meaning given to it in clause 5 of the Project Specification.
Pharmaceutical Waste	Means wastes from the production, preparation and use of pharmaceutical products.
Planned Outage	Means any shutdown or stoppage affecting the Treatment Plant or any part thereof, which is planned and of which the Employer has been notified in writing, no later than 1 month before its occurrence.
Price Adjustment Factor	Has the meaning given to it in Clause 2.6 of these Special Conditions of Contract
Project	Development of a “Sustainable Health Care Waste Management System for Gauteng”, undertaken on behalf of the Gauteng Department of Agriculture, Conservation, Environment and Land Affairs (DACEL).
Project Specification	See Volume 4 [Project Specification]
Region	Means [<i>region a, b or c of DoH</i>]
Regional Office	Means the GDoH’s office in the Region.
Registration Sheet	Has the meaning given to it in Clause 9.3 of Volume 4 [Project Specification]
Residues	Means any solid or liquid product derived from the Treatment Plant of Waste at the Plant
Reusable Container	Has the meaning given to it in section ?? of this Project Specification.

Risk Assessment	The identification of possible impacts that a waste related activity could have on the environment, so that it can be addressed during the design phase.
Roll Out	Means for each Facility the process of implementing the new Waste Management System.
Roll Out Completion Date	Means the date occurring 5 months after the Contract Date.
Roll Out Period	Means the period from the Commencement of Services Date to Roll Out Completion Date.
Segregation	The systematic separation of solid waste into designated categories of HCGW and HCRW respectively.
Service Failure	Means the Contractor's failure to comply with certain requirements of the Contract. Service Failures are defined in [<i>clause xx of Contract</i>]
Services	Means the services duties and obligations to be fulfilled by the Contractor in accordance with the Employer's Requirements throughout the Services Period in accordance with the Contract
Services Period	Means the period from the Commencement of Services Date to the Expiry of the Contract.
Services Progress Report	Has the meaning given to it in clause ?? of the Project Specification.
Tenderer	Any waste management contractor that is experienced in the management of HCRW and that owns or can provide prove of access to a permitted HCRW treatment facility in Gauteng that meets the emission standards as laid down in(Act of 2003), wishing to submit a Tender for the Management of Health Care Risk Waste generated at Health Care Facilities in Gauteng.
Training Programme	Has the meaning given to it in clause 13 of the Project Specification.
Transporter	A person, organisation, industry or enterprise engaged in or offering to engage in the transportation of waste. For the purpose of this Tender a transporter shall be registered with the Gauteng Department of Agriculture, Conservation, Environment and Land Affairs as well as the local authorities

	in whose area of jurisdiction it proposes to operate.
Treatment	Means the process of rendering Waste to Residues in accordance with Appendix 3 or Appendix 4 of Volume 4 [Project Specification] as relevant.
Treatment Plant	Means the plant or plants used by the Contractor to Treat the Waste.
Unplanned Outage	Means any breakdown, stoppage, interruption, outage or cessation of, in or affecting the operation of the Treatment Plant which occurs other than as a consequence of a Planned Outage;
Waste	Has the meaning given to it in clause 6 of Appendix [this ER]
Waste Collection Point(s)	Means for each Facility, the location at which the Waste is delivered to, by the Facilities, in Reusable Containers. The Contractor shall during its Roll Out establish in corporation with each Facility, the location of each Waste Collection Point.
Waste Management	All activities, administrative and operational, involved in the handling, transport, storage treatment and disposal of waste. For the purpose of this tender it will also include the supply, distribution and maintenance of all disposable as well as reusable containers.
Waste Management System	Means Collectively the Disposable Container, the Reusable Containers, the Collection, transport and Treatment, specified in the Project Specification.
Waste Officer	Means for each Facility a person appointed and authorised to verify and sign the Registration Sheet, further this person shall be the point of contact at Facility level for the Contractor.

Sub-Clause 1.3

Delete Sub-Clause 1.3 and replace with the following: “Department means the Gauteng Department of Health (GDoH), who is inviting tenders, and concluding and administering the Contract on behalf of the provincial hospitals and provincial clinics falling within its area of jurisdiction”;

1.2 Part V: Administration of Contracts

1.2.1 Clause 26: Settlement of disputes

Sub-Clause 26.1

Replace Sub-Clause 26.1 with the following:

“The Contractor shall be deemed to have satisfied himself/herself before tendering as to the completeness of the Contract documents as no claim arising from the omission or duplication of pages of the document will be considered.

The several documents forming the contract are to be taken as mutually explanatory of one another and in the case of ambiguities or discrepancies the same shall be explained and adjusted by the Employer’s Representative, who shall thereupon issue to the Contractor written instructions directing what work is to be carried out. Provided always that if, in the opinion of the Accounting Officer, compliance with any such instructions shall involve the Contractor in any expense, which by reason (if any) such ambiguity or discrepancy, an experienced Contractor did not and had reason not to anticipate, the Accounting Officer shall certify and the Employer shall pay such additional sums as may be reasonable to cover such expense.

Having conveyed his/her decision to the Contractor in writing, the decision by the Accounting Officer shall be final and binding on all parties, unless the Employer or the Contractor rejects the decision in writing within 21 days of receipt thereof. Whether or not notice of dissatisfaction with the decision is given by the Contractor or the Employer, the Contractor shall proceed with all due diligence in rendering the service in accordance with the Contract Conditions.”

Sub-Clause 26.2

Replace this Sub-Clause with the following:

“Mediation

If the accounting officer shall fail to give the decision referred to in Sub-Clause 26.1 for a period of 21 days after being requested to do so, or if either the Employer or the Contractor is dissatisfied with any such decision of the Accounting Officer, then and in any such case either the Employer or the Contractor may, within 21 days after receiving notice of such decision or within 21 days after the expiration of the said period of 21 days (as the case may be), require that the matter shall be referred by the parties without legal representation to a mediator at a place and time to be determined by the mediator.

The mediator shall be selected by agreement between the parties from a panel of mediators appointed from time to time by the President of the South African Institute of Waste Management. Should the parties fail to agree on the selection of the mediator, the President will for the time being select the mediator from the said panel of the relevant Association on the application of either party.

The mediator shall at his/her entire discretion determine whether the reference to him/her shall be made in the form of written or verbal representation, provided that in making this determination, he/she shall consult the disputing parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.

The mediator shall within a reasonable period thereafter express in writing an opinion on the matter and furnish the Employer and the Contractor each with a copy thereof by hand or by registered post. The opinion so expressed by the mediator shall be final and binding upon the Employer and the Contractor until otherwise ordered in arbitration proceedings under Sub-Clause 26.3”.

Add Sub-Clause 26.3

Add the following Sub-Clause:

“Arbitration

If either the Employer or the Contractor be dissatisfied with or unwilling to accept the opinion expressed by the mediator, then either the Employer or the Contractor may within 21 days after receiving notice of such decision require that the matter shall be referred to a single arbitrator to be agreed upon between the parties or, failing agreement to be nominated on the application of either party by the President for the time being of the South African Institute of Waste Management and any such reference shall be deemed to be a submission to the arbitration of a single arbitrator within the meaning of the Arbitration Legislation.

The award of the arbitrator shall be final and binding on the parties.

Provisos

Notwithstanding anything elsewhere provided:

- a) The cost of the mediation shall be determined by the mediator and shall comprise:
 - The mediator's expenses and
 - A fee based on a scale of fees determined from time to time, for the purposes of this Clause, by the President for the time being of the South African Institute of Waste Management.

The said costs shall be borne equally by the Employer and the Contractor and shall be due and payable to the mediator on presentation to them of his/her written account.

- b) The expressed opinion of the mediator shall not prejudice the rights of the parties in any manner whatsoever in the event of their proceeding to arbitration.

- c) No decision given by the Accounting Officer in accordance with the foregoing provisions shall disqualify him/her from being called as a witness and giving evidence before the arbitrator on any matter whatsoever relevant to the dispute or difference so referred to the arbitrator or the court as aforesaid.
- d) The arbitrator and the court shall have full power to open up, review and revise any decision, opinion, direction, certificate or valuation of the Accounting Officer, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Accounting Officer for the purpose of obtaining his/her decision as referred to in Clause 26.1.

Should the President referred to in Clauses 26.2 or 26.3 be interested personally in the contract, the function of participating in the appointment of an arbitrator shall be performed by the Vice-president or First Vice-President (as the case may be) of the organisation represented by such President.

1.2.1.1 Clause 27: Orders

Add Sub-Clause 27.4

The Contractor shall on the written order of the Employer suspend or curtail the supply of disposable plastic HCW containers for such time or times and in such manner as the Employer may consider necessary. The extra cost (where properly substantiated) incurred by the Contractor in giving effect to the Employer’s instructions under this Clause shall be borne by the Employer unless such suspension is:

- necessary because of improper execution of the work or poor quality control on the part of the Contractor, or;
- necessary for safety reasons.

Provided that the Contractor shall not be entitled to recover any such extra cost unless he/she gives notice in writing of his/her intention to claim to the Employer within 14 days of the order to cease operations. The Employer shall determine the extra payment to be made to the Contractor in respect of such claim, as he/she may consider fair and reasonable.

1.2.2 Clause 28: Guarantee

Clause 28 remains unchanged.

1.2.3 Clause 29: Payment for supplies and services

Delete Sub-Clause 29.1 and refer to clause 2 of these Special Conditions

1.2.4 Clause 30: Quality

Add the following Sub-Clause 30.3

“It is preferred that all disposable plastic HCW containers be manufactured in accordance with SABS Code 0229 and SABS Code 0233 Respectively. Any certificates confirming compliance with such standards shall accompany the documentation submitted in response to the Tender Documents.

Should any of the tenderers however not be able to obtain approval to carry the SABS mark, such tenderers are still invited to submit quotations, with the understanding that preference will be given during the tender evaluation process to suppliers that are able to meet the required SABS standards.”

1.2.5 Clause 31: Inspections, tests and analyses

Sub-Clause 31.4

Delete this Sub-Clause and replace it with the following: “All initial as well as ongoing costs incurred by conducting tests required for disposable plastic HCW containers to carry the SABS mark of approval, will be for the contractor’s account.”

Add Sub-Clause 31.11

Add the following Sub-Clause: “The Employer and its authorised representatives, will have the right of access to the Contractor's factory and stores at all reasonable times to verify the availability of stock, executing quality control tests or verifying the environmentally soundness of the manufacturing process. Any attempt to deny this right will be regarded as breach of Contract.”

1.2.6 Clause 32: Failure to comply with conditions and delayed execution

Sub-Clause 32.5.2

Delete this Sub-Clause and refer to clause XX

Sub-Clause 32.6

Delete the following words from this Sub-Clause: “strikes, lockouts”.

1.2.7 Clause 33: Remedies in the case of bribes, etc.

1.2.8 Clause 34: Restriction from tendering

1.2.9 Clause 35: Remedies in the case of death, sequestration, liquidation or judicial management

1.2.10 Clause 36: Contractor's liability

1.2.11 Clause 37: Sub-contracting

Clause 37 remains unchanged.

1.2.12 Clause 38: Non-firm prices

Sub-Clause 38.2

Delete this Sub-Clause and refer to Clause 2 of these Special Conditions of Contract

1.2.13 Clause 39: Rates of exchange

Clause 39

Delete this Clause and replace it with the following: "Tendered amounts will be in the South African Rand and will not be subject to Rates of Exchange with any other international currency."

1.2.14 Clause 40: Price adjustments: documentary proof and period for claims

Sub-Clause 40.1

Delete references to Clauses 14.3 and 39.1 to 39.3 from this Sub-Clause.

Sub-Clause 40.2

Delete references to Clauses 14.3 and 39.1 to 39.3 from this Sub-Clause.

1.2.15 Clause 41: Stamp duty, bank charges, etc.

Clause 41 remains unchanged.

1.2.16 Clause 42: Royalties and patent rights

Clause 42 remains unchanged.

1.2.17 Clause 43: State property in possession of contractor

Clause 43 remains unchanged.

1.2.18 Clause 44: Statement of supplies and services

Clause 44 remains unchanged.

1.2.19 Clause 45: Security

Add the following Sub-Clause 45.3

“Within 14 (fourteen) days of acceptance of his/her tender the Contractor shall furnish, entirely at his/her cost and in the form annexed hereto, a guarantee in accordance with the stipulations of Clause 45.2, for the due and proper fulfilment of the Contract. The guarantee shall be in the amount of [*amount to be decided*].

The guarantee shall remain valid until thirty days after the date or extended date of completion of the Contract.”

1.2.20 Clause 46: Transfer of contracts

Clause 46 remains unchanged.

1.2.21 Clause 47: Right to procure outside of the contract

Clause 47 remains unchanged.

1.2.22 Clause 48: Amendments of contracts

Add the following paragraph to Clause 48

“No order in writing shall be required for increase or decrease in the quantities scheduled where such increase or decrease is not the result of an order given under paragraph 1 of this Clause, but is the result of the quantities exceeding or being less than those stated in the Schedule of Rates and Quantities.”

1.2.23 Clause 49: Miscellaneous Contractual Obligations

Add the following Clause 49

Add Sub-Clause 49.1

The Contractor will be responsible for ensuring the occupational health and safety of all persons affected by the execution of the Contract, whether they be Contractor's staff, Employer's staff, or members of the public. In this regard, the Contractor will be responsible for taking all necessary measures to ensure and maintain suitable occupational health and safety standards for the full duration of the Contract. The Contractor shall have authority commensurate with his/her responsibility. Should the Contractor experience difficulty in ensuring safety because of the actions of the

Employer's employees, other contractors or members of the public, details shall be supplied to the Employer in writing, who will take any necessary action.

Add Sub-Clause 49.4

The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any persons or property whatsoever which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Provided always that nothing herein contained shall be deemed "to render the Contractor liable" for or in respect of or to indemnify the Employer against any compensation or damage for or with respect to injuries or damage to persons or property resulting from any act or negligence done or committed during the currency of the Contract by the Employer, his/her agents, servants or any other contractors (not being employed by the Contractor) for or in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

Add Sub-Clause 49.5

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any person, whether they be Contractor's staff, Employer's staff, or members of the public, save and except an accident or injury resulting from any act or default of the Employer, his/her agents or servants.

The Contractor (but without limiting his/her obligations and responsibilities under Sub-Clause 49.4) shall insure in the joint names of the Contractor and Employer against any damage, loss or injury that may occur to any property or to any person by or arising out of the carrying out of the Contract. Such insurance shall be effected with an insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and for at least the amount of R2 000 000 (two million Rand) per event, and the Contractor shall, when required, produce to the Employer the policy or policies of insurance and the receipts from payment of the current premiums.

If the Contractor shall fail to effect and keep in force any of the insurance which he/she may be required to effect in terms of the Contract, then and in any such case the Employer may effect and keep in force such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any moneys due or which may become due to the Contractor or recover the same as a debt from the Contractor.

In addition to any statutory obligations, the Contractor shall report to the Employer every accident within 24 hours of its occurrence, whether such accident is in respect of damage to persons or property. If required by the Employer, the report shall be in writing and shall contain full details of the occurrence. The Employer shall have the right to make all and any enquiries either on the scene of the accident or elsewhere as

to the cause and results of any such accident and the Contractor shall give the Employer full facilities for carrying out such enquiries.

Add Sub-Clause 49.6

The Contractor shall maintain a complaints register, available for inspection by the Employer at all times. Should any complaint be received concerning the Services, the Contractor shall enter all details of written or verbal complaints into the register and as part of the monthly reporting, furnish the Employer with all relevant information to enable the Employer to investigate the complaint. The Contractor shall thereafter rectify the situation in accordance with any instructions issued by the Employer, should the complaint be validated. The register shall be updated with what action was taken to rectify the complaint and be reviewed at all contract meetings.

2. Payment for Services and Supplies

In consideration of the Contractor providing the Services in accordance with the terms of this Contract the Employer shall, throughout the Services Period, pay to the Contractor an amount representing the Monthly Services Payment in respect of each Payment Month.

2.1 Calculation of the Monthly Services Payment

The Contractor shall receive payment based on delivery of the following services and supplies:

- Disposable Containers delivered to Facilities
- Waste Treated
- Training activities
- Remuneration for lost Reusable Containers

2.2 Remuneration for lost Reusable Containers

In addition the Contractor shall remunerated for Reusable Containers that are lost while in the Custody of a/the Facility. The remuneration for lost Reusable Containers shall be calculated once for each calendar year. A Reusable Container shall be regarded as lost by a Facility if it has been delivered to a Facility and has not been collected in the same calendar year. However no Reusable Container shall be deemed lost by a Facility, less than 30 days after it has been delivered.

The Financial administration of the Employer is such that each Hospital is a self-administrating budgetary unit, whereas Clinics and community health centers are administrated through the Regional Office. The Contractor shall as a consequence hereof receive payment for Services delivered to the Hospitals from the Hospitals and payment for Services delivered to Clinics shall be made by the Regional Office.

Following the expiry of each calendar month, the Contractor shall submit to each Hospital and to the Regional Office a request for the Monthly Services Payment.

2.3 Monthly Services Payment - Hospitals

The request for the Monthly Services Payment to the Hospital shall specify the Services that have been delivered with details of:

- Number and type of Reusable Containers Collected
- Waste amounts by volume and weight that have been collected and Treated
- Training and consultancy activities
- Calculations of the Monthly Services Payment

2.4 Monthly Services Payment – Clinics

The Contractor shall receive payment for services and supplies delivered to the Clinics, from the Regional Office.

The request for the Monthly Services Payment shall specify the Services that have been delivered with details, for each Clinic, of:

- Number and type of Reusable Containers Collected
- Waste amounts by volume and weight that have been collected and Treated
- Training and consultancy activities
- Calculations of the Monthly Services Payment

2.5 Penalties

If a Service Failure occurs during any calendar month then, when calculating the Monthly Services Payment for such month, there shall, in respect of each such Service Failure, be deducted from the relevant Monthly Services Payment a sum equal to the amount set out opposite to such Service Failure in the following table:

Service Failure	Penalty
The Contractor fails to supply a Facility with Disposable Containers, within xx days of the Facility or Region having placed an order with the Contractor	[<i>amount to be decided</i>] Rand per incident
The Contractor supplies a Facility with a Reusable Container that is not in compliance with the Specifications for Reusable Containers	[<i>amount to be decided</i>] Rand per incident
The Contractor supplies a Facility with a Reusable Container that is not washed and disinfected in compliance with the Requirements for Washing and Disinfecting Reusable Containers	[<i>amount to be decided</i>] Rand per incident
The Contractor fails to abate a shortage of Reusable Containers, within 8 hours of being given notice.	[<i>amount to be decided</i>] Rand per incident
The Contractor fails to immediately remove a spillage at a Waste Collection Point	[<i>amount to be decided</i>] Rand per incident
The Contractor fails to remove Waste from the Waste Collection Point within the maximum storage time of that waste being placed at the Waste Collection Point	[<i>amount to be decided</i>] Rand per incident
The Contractor Fails to deliver Waste to the Treatment Plant the same day it has been removed from a Facility	[<i>amount to be decided</i>] Rand per incident
The Contractor fails to immediately remove a spillage occurred during transportation of Waste	[<i>amount to be decided</i>] Rand per incident

The Contractor fails to achieve a full implementation of the new Waste Management System by the Roll Out Completion Date	[<i>amount to be decided</i>] Rand per day until the Waste Management System is deemed fully Implemented

2.6 Adjustment of prices and Penalties

“Except as hereinafter provided for, the rates and prices tendered shall be firm and binding throughout the period of the Contract.

The Contractor shall be allowed to adjust the prices of Services and supplies 2 times per year. The price adjustment shall be effectuated by calculating a Price Adjustment Factor. The Price Adjustment Factor shall be calculated by in accordance with the Consumer Price Index (CPI), using the Core Inflation Rate for Metropolitan Areas (CIRMA). The base date of Price Adjustment Factor shall be considered to be the Contract Date. The Price Adjustment Factor for a 6 months period shall be calculated as CIRMA on the first day of that 6 months period, divided by the CIRMA on the Contract Date.

The Contractor shall every 1. of February and 1. of July in the Services Period submit to the Employer’s Representative a calculation of the Price Adjustment Factor to be used in the 6 months following the submission of such calculation. The Employer shall respond to the calculation of the Price Adjustment Facor no later than 10 working days upon receiving it. If the Contractor has not received a response 10 working after submitting it, it shall prompt the Employer’s Representative for a reply. If the Contractor has not received a response 10 working after this prompt, then the calculation of the new Price Adjustment Factor shall be deemed approved by the Employer.

If the Core Inflation Rate for Metropolitan areas and relevant to any particular certificate is not known at the time when the certificate is prepared, the Employer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made in subsequent.”

2.7 Enclosure A

2.8 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) The General Conditions of Tender, Contract and Order;
 - ii) General Conditions of Contract;
 - iii) Special Conditions of Contract;
 - iv) Project Specifications;
 - v) The priced Schedule of Rates and Quantities and Preamble thereto;
 - vi) The said Form of Tender and forms to be completed by the Tenderer;
 - vii) The Annexures;
 - viii) The Notices, if any, issued to the Tenderer between the first issue of Tender Documents and the submission of Tenders;
 - ix) The correspondence, if any, between the Tenderer and the Employer or its representative with and after submission of the Tenders;
 - x) The Letter of Acceptance;
 - xi) 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 Sservices, the Contract Price in accordance with the Schedule of Rates and Quantities, 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
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