

# Addendum #1 to Request for Proposal (RFP)

RFP Number:  
GT/GHD/102/2003

RFP Description:  
Health Care Risk Waste Management Services in Gauteng

November 2003

This addendum consists of 25 numbered pages

This Addendum is issued to address some inaccuracies and omissions in the original notice that was advertised in the Tender Bulletin 2003-11-21 and the subsequent RFP Document that has been available from the GSSC at 75 Fox St, Marshalltown, Johannesburg.

All bidders must confirm in writing receipt of this Addendum to Ms. Anina Cross, GSSC - Procurement, 75 Fox Street, Marshalltown, Fax: +27 11 355-2300

I, ..... (name), representing ..... (bidder) hereby acknowledge receipt of Addendum #1 to RFP GT-GDH-102/2003.

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

Number	Reference	Issue	New clause/changed to:
1.	RFP 01 Rev6 p 1/2	Date of delivery	1 May 2004
2.	RFP 01 Rev6 p 1/2	Closing date	2 February 2004 11h00
3.	RFP 02 Rev5	RFP Points System Form	<p>1: Points for Preference: 10                      2: Points for Price: 60                      3: Points for Functionality: 30</p> <p>The functionality points will be assessed based on the following sub-components:</p> <p>a) 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)                      b) Collection and transport of HCRW from all Facilities in any particular Region (10 points)                      c) Treatment and disposal of HCRW (10 points)</p>

4.	RFP 01 rev6 p 1/2	Date for compulsory Site Meeting	4 December 2003 10h00 at Leratong Hospital (Nursing College), Krugersdorp
5.	RFP 01 rev 6 p 2/2 RFP 06 p 1/3	Total bid price	The Schedule of Rates and Quantities of the document shall be used. An electronic version of the Schedule of Rates and Quantities will be made available at the Site Meeting or for download from <a href="http://www.globalerfx.com">www.globalerfx.com</a>
6.	RFP 02 rev 5 p 1/1	Queries from bidders	<p>Queries from bidders shall be addressed in writing to Ms Anina Cross, GSSC - Procurement , Imbumba House, 75 Fox Street, Marshalltown, Tel:+27 11 689-8379, Fax: +27 11 355-2300, Email: <a href="mailto:aninac@gpg.gov.za">aninac@gpg.gov.za</a></p> <p>In the event that Ms Cross is unavailable, please direct your query to the GSSC Call Centre, Tel +27 11 355-2222, Email: <a href="mailto:GSSGCUSTOMERSERVICES@gpg.gov.com">GSSGCUSTOMERSERVICES@gpg.gov.com</a> and they will direct your query to the relevant person.</p> <p>Reply to queries will be sent to all registered attendees of the Site Meeting within 5 working days after receipt of the query. The source of the query will not be revealed to other bidders.</p> <p>Reply to queries may not be issued during the period 15 December 2003 and 9 January 2004</p> <p>Queries will not be addressed if received less than 10 working days before the closing date.</p> <p>Bidders shall in writing acknowledge receipt of reply to queries within one working day of receipt.</p>
7.	RFP 03 rev 5 p 1/2	Adjustment of prices	<p>All prices shall remain firm for the delivery period and can be adjusted as indicated in Section 18.8 (p 39) of the Technical Specifications only</p> <p>The Consumer Price Index valid on the closing day shall be used as a basis for subsequent price adjustment.</p>
8.	RFP 03 rev 5 p 1/2	Foreign currency	Particular price adjustments due to rate of exchange for imported goods will not be accepted.
9.	RFP 03 rev 5 p 2/2	Samples	Samples, if applicable, of equipment proposed by the bidders shall be clearly marked by the RFP number and the name of the bidder. The delivery of samples can be by prior arrangement only with Ms Anina Cross, GSSC – Procurement, Imbumba House, 75 Fox Street, Marshalltown.
10.	RFP 03 rev 5 p 2/2	Preference of documents	<p>In case of discrepancy or conflict between documents constituting the RFP preference will be in the following order:</p> <ol style="list-style-type: none"> <li>1: This Addendum takes first preference</li> <li>2: The Technical Specifications take second preference</li> <li>3: The RFP Forms 01-10 take subsequent preference</li> <li>4: The Standard Special Conditions of the GSSC</li> <li>5: The Standard General Conditions of the GSSC</li> </ol>
11.	RFP 06 rev 6 p 1/3	Delivery point	Whilst it is envisaged that containers filled with health care risk waste requiring treatment and disposal shall be collected from each of the facilities indicated in Annexure 5 it may be required that clean containers be delivered to fewer central facilities (depots) within various health districts for smaller clinics etc. In such instanced the Client will be responsible for

			subsequent distribution of containers from such central depots. The Service Provider shall in cooperation with the Client establish the extent of such arrangements.
12.	Technical Specifications Section 10, p 25	Use of Treatment Plants located outside the Gauteng Province	The use of Treatment Facilities located outside the Province of Gauteng for the treatment of HCRW is acceptable provided that there is complete and documented compliance to the Gauteng Health Care Waste Management Regulations as per Annexure 7 of the Technical Specifications and the subsequent final version of the regulations that may be promulgated. This compliance shall be documented before commencement of services. Also compliance must be re-confirmed and documented periodically as required by the Gauteng Regulations.
13.	Annexure 5 of the Technical Specifications	Adjustment of the List of Facilities	The List of Facilities included in Annexure 5 to the Technical Specifications indicates with the letter A, B or C which of the three Health Regions the facilities belong to. The following facilities are to be removed from the List of Facilities: <ul style="list-style-type: none"> <li>♣ SAP Mortuary – Germinston (B)</li> <li>♣ SAP Mortuary – Springs (B)</li> </ul>
14.		Requirement to fill out forms for the evaluation of proposals	Forms A to O enclosed below must be filled in and submitted with the Proposal by all bidders and shall form an integral part of the Proposal.

FORM A

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/surety),
- 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.....(Tenderer)

.....  
Signed on behalf of Tenderer:

.....  
Date

FORM B

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 advisor or person employed by me/us or acting on my/our behalf has done any such act.

On behalf of.....(Tenderer)

.....  
Signed on behalf of Tenderer:

.....  
Date

FORM C

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 Gauteng 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 all 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, granted by a financial institution (to be approved in any case by the Department) to be jointly and severally bound with us in a sum not exceeding R ..... (in words) .....[amount to be

equal to 2 months of operational costs] 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. ....



FORM D

AUTHORITY FOR SIGNATORY

Signatories for closed corporations and companies 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 of directors, as the case may be. Where Joint Ventures or Consortiums are formed, authority for signatory is to be provided by all members of the Joint Venture or Consortium.

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

By resolution of the board of directors taken on ..... 2003.....

Mr/Ms.....

was duly authorised to sign all documents in connection with the tender for the rendering of Health Care Risk Waste Management Services to selected health care facilities in Gauteng, and any contract that may arise there from on behalf of

(Block Capitals) .....

.....

.....

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS: .....

DATE: .....

SIGNATURE OF SIGNATORY: .....

FORM E

APPENDIX TO TENDER

Address of Department:	Gauteng Department of Health Private Bag X085 Marshalltown 2107
Address and contact details of Contractor / Consortium / Joint Venture:	Address: ..... ..... ..... Tel: ..... Cell: ..... ..... Fax: ..... E-mail: .....
Amount of Surety:	R..... (in words) ..... .....[Equivalent to 2 month's operational costs] 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 or as subsequently mutually agreed.
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 2 000 000-00
Special Non-working Days:	None.

Amount of Penalty for non-performance:	See Section 18.6 of the Technical Specification.
Percentage advance on project:	0 %
Percentage Retention:	20 % on final invoice amount.
Delivery of Contractor's 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:	Arbitration
Escalation:	See Section 18.8 of Project Specification.
Period of validity of Tender:	Ninety (90) days from closing date for submission of tenders.

.....  
Signed on behalf of Tenderer:

.....  
Date

FORM 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 all conditions and other factors which may affect our Tender.

.....  
Signature of Tenderer's Representative

.....  
Signature of Department's Representative

.....  
Signature of Tenderer

.....  
Date

FORM G

AMENDMENTS OR QUALIFICATIONS BY THE TENDERER

Should the Tenderer desire to make any departures from or modifications to the Conditions of Tender, Special Conditions of Contract, Project Specifications, Schedule of Rates and Quantities or Annexures, or to qualify his/her Tender in any way, he/she shall set out his/her proposals clearly hereunder or alternatively state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender will be deemed to be unqualified.

If no departures or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	DESCRIPTION

.....  
Signed on behalf of Tenderer:

.....  
Date

FORM H

SCHEDULE OF LABOUR AND EQUIPMENT

The Contractor shall list the proposed labour, plant and equipment establishment for each of the respective Regions in detail, which he/she intends to provide for the execution of the Contract.

The Contractor guarantees all the items of major plant and equipment listed will be provided for the Contract in perfect working order. The list of items of plant and equipment shall provide the Contractor's warranty of ownership of such plant and equipment unless specifically endorsed in this Annexure to the contrary as "hired" or "hire purchase equipment".

NOTES:

1. The rates in the Schedule of Rates and Quantities shall include all profit, overheads, operating costs including wages of operators and attendants, transport to and from site, etc.
2. This schedule must be accurately completed. Phrases such as "adequate equipment will be provided" will not be accepted.

Acceptance of the Tender does not imply acceptance by the Department of the labour establishment or the plant and equipment proposed herein.

LABOUR ESTABLISHMENT

CATEGORY OF EMPLOYEE	NUMBER EMPLOYED	
	Minimum	Maximum
Region A:		
Region B:		

Region C:	Minimum	Maximum

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

FORM I

SCHEDULE OF SIMILAR WORK CARRIED OUT BY THE TENDERER

The Tenderer must insert in the spaces provided below a complete list of similar Contracts awarded to him/her. This information shall be deemed to be material to the award of the Contract.

EMPLOYER (Name, tel. no. and fax no.)	CONSULTANT. (Name, tel. no. and fax no.)	NATURE AND LOCATION OF WORK AND YEAR COMPLETED	VALUE OF WORK

.....  
Signed on behalf of Tenderer:                      Date

(Note: For Consortiums or Joint Ventures, Schedule of Similar Work Carried Out will be required from each member of the Consortium or Joint Venture.)



FORM 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 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

FORM 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 Department 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

FORM 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 Department of the staff proposed herein.

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

.....  
Signed on behalf of Tenderer:

.....  
Date

FORM M

PROGRAMME OF WORK DURING MOBILISATION AND ROLLOUT OF CONTRACTS

ACTIVITY	WEEK																							
	MOBILISATION PERIOD								ROLLOUT PERIOD															
	MONTH 1				MONTH 2				MONTH 1				MONTH 2				MONTH 3				MONTH 4			
Week no. ?	1	2	3	4	5	6	7	8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Activity description ?																								
1.																								
2.																								
3.																								
4.																								
5.																								
6.																								
7.																								
8.																								
9.																								
10.																								
11.																								
12.																								
13.																								
14.																								

..... Date .....

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.

FORM 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.

Month	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

FORM O

SCHEDULE OF EXISTING OR UPCOMING COMMITMENTS BY HCRW TREATMENT FACILITIES.

The following schedule is to be completed by a representative from the proposed HCRW treatment facility that is duly authorised by the board of directors to sign on behalf of the facility (copy of such authorisation to be included). This information shall be deemed to be material to the award of the Contract.

Name of HCRW Treatment Facility:		Telephone Number:	
Contact person:		Fax Number:	
Record of Decision number:		Date issued:	
DACEL Authorisation number:		Date Issued:	
Total HCRW treatment capacity of treatment plant (Tonnes/month):			
Less existing/upcoming HCRW treatment commitments Tonnes/month:			
Remaining HCRW treatment capacity available:			
Total Pathological HCRW treatment capacity (Tonnes/month):			
Less existing/upcoming pathological HCRW treatment commitments:			
Remaining pathological HCRW treatment capacity available:		*	
Total chemical/pharmaceutical HCRW treatment capacity (tonnes/month):			
Less existing/upcoming chemical/pharmaceutical HCRW treatment commitments:			
Remaining chemical/pharmaceutical HCRW treatment capacity available:		*	
Details as to the compliance of the Treatment Facility's compliance with the Gauteng Health Care Waste Management Regulations (Ref. Annexure 7 of the Technical Specifications). Describe and attach documentation:			

\*Details of alternative arrangements for treatment of any of the above waste streams that cannot be treated at the nominated treatment facility:

Details of backup arrangements in the event of a breakdown in operations at the treatment plant:

Disposal facility to be used for disposal of residues:

.....  
Signed on behalf of Treatment Plant:      Date

.....  
Signed on behalf of Tenderer:              Date

FORM P

AUTHORITY FOR SIGNATORY OF HCRW TREATMENT FACILITY COMMITMENTS

Signatories for HCRW treatment facility commitments 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 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 on ..... 2003.....

Mr/Ms.....

was duly authorised to sign the Schedule of Existing or Upcoming Commitments of our HCRW Treatment Facility.

(Block Capitals) .....

.....

.....

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS: .....

DATE: .....

SIGNATURE OF SIGNATORY: .....



FORM Q  
TRANSFER OF SKILLS

The Tenderer is to indicate which sections of work are to be sub-contracted to emerging contractors, or local labour employed.

SECTION OF WORK	SUBCONTRACT OR LOCAL LABOUR	VALUE OF WORK

.....  
Signed on behalf of Tenderer:

.....  
Date