



<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF HEALTH EASTERN CAPE/ CECILIA MAKIWANE HOSPITAL)</b>						
BID NUMBER:	<b>SCMU3-23/24-0169-CMH</b>		CLOSING DATE:	<b>07 JULY 2023</b>	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT					
BRIEFING	<b>COMPULSORY BRIEFING AND INFORMATION SHARING @ 14H00 ON 19 JUNE 2023</b>			<b>CECILIA MAKIWANE HOSPITAL ;CMH WORKSHOP PARKING OPPOSITE CMH LAUNDRY</b>		
<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>						
Department of Health						
Global Life Centre, SCM Unit						
c/o Phalo Avenue and R63 (opposite Engen Garages) Bhisho						
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	<b>THABISA NOTSHE</b>		CONTACT PERSON	<b>THABISA NOTSHE</b>		
TELEPHONE NUMBER	<b>063 257 9284</b>		TELEPHONE NUMBER	<b>063 257 9284</b>		
FAX NUMBER			FAX NUMBER			
E-MAIL ADDRESS	<b>Thabisa.otshe@echealth.gov.za</b>		E-MAIL ADDRESS	<b>Thabisa.otshe@echealth.gov.za</b>		
<b>SUPPLIER INFORMATION</b>						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FAX NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>						
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO	

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(PROOF OF AUTHORITY MUST BE SUBMITTED E.G. COMPANY RESOLUTION)

DATE: .....

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## **DEFINITIONS**

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

<b>DOH</b>	Means the Eastern Cape Department of Health
<b>Invitation to bid</b>	means this invitation to bid comprising <ul style="list-style-type: none"><li>o The cover page and the table of content and definitions</li><li>o Part 1 which details the Conditions of Bid;</li><li>o Part 2 which details the Conditions of Contract and Operational Requirements;</li><li>o Part 3 which details the bid strategy</li><li>o Part 4 which details the Specifications relating to the Technology / Services</li><li>o Part 5 which contains all the requisite bid forms and certificates;</li></ul> As read with GCC – <i>General Conditions of Contract</i>
<b>Services</b>	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
<b>Specifications</b>	means the specifications contained in Part 4 of this invitation to bid;

## **PART 1**

### **Special Conditions of Bid**

#### **1. BACKGROUND AND INTRODUCTORY PROVISIONS**

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

#### **2. OFFER AND SPECIAL CONDITIONS**

- 2.1** Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD1) and requisite bid forms attached as Part 5 with its bid. Bidders must take careful note of the special conditions.

- 2.2** **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**

- 2.3** **It is a requirement that original valid CSD report be submitted with the bid.**

- 2.4** In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

#### **3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS**

- 3.1** The closing date and time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 3.2** All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
- 3.3** All bids must be deposited before the closing time and date stipulated above in the bid box at the address detailed on the cover page of this invitation to bid.

#### **4. ENQUIRIES**

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated. 5 Days after the briefing session will cut off enquiries.

#### **5. COMPULSORY BID BRIEFING/SESSION**

The details of the compulsory briefing session are indicated on the cover page of the bid. Bidders will be required to sign the attendance register at the briefing session. Signature of the attendance register will constitute proof of compliance with this condition. Bidders who do not attend or sign the register will be disqualified.

Compulsory briefing will be held on 19 June 2023, Cecilia Makiwane Hospital, Mdantsane. Eastern Cape.

#### **6. CURRENT CSD REPORT**

The bidder should attach to the bid document a current compliant CSD report

## **7. PRICING**

7.1 The bidder must submit details regarding the bid price for the services on the Pricing Schedule form/s attached as Part 5 – Schedule C which completed form/s must be submitted together with the bid document.

7.2 Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX (VAT)** as follows: Price, Vat, Total.

## **8. DECLARATION OF INTEREST**

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule D.

## **9. PARTNERSHIPS AND LEGAL ENTITIES**

In the case of the bidder being a partnership, close corporation or a company all certificates reflecting the names, identity numbers and addresses of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule G.

## **10. CONSORTIUM / JOINT VENTURE**

12.1 It is recognized that bidders may wish to form consortia to provide the Services.

12.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -

12.2.1 It shall be signed so as to be legally binding on all consortium members;

12.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

12.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the DOH and receive instructions for and on behalf of any and all the members of the consortium;

12.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.

12.2.5 Each party to the Consortium must submit a consolidated BBBEE Status Level Verification certificate for every separate bid.

12.2.7 Each party to the Consortium must submit valid original Tax Clearance Certificate.

## **13. ORGANISATIONAL PRINCIPLES**

The bidder should submit a clear indication of the envisaged authorised organisational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule H

**14. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT**

The bidder should provide full details regarding the bidders nearest office to the Institution at which the services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule I which completed form, must be submitted together with the bid.

**15. FINANCIAL PARTICULARS**

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule J.

**16. PREFERENCE POINTS CLAIM FORMS**

Part 5 – Schedule K contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid. ***The 80/20 preferential point system will be applicable to this bid.***

**17. VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120 (One hundred and twenty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

**18. ACCEPTANCE OF BIDS**

The DoH/State does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Department even if it implies a waiver by the DOH/State, of certain requirements which the DOH/State, considers to be of minor importance and not complied with by the bidder.

**19. NO RIGHTS OR CLAIMS**

19.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the DOH. The DOH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

19.2 The DOH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

**20. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY**

20.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the DOH.

- 20.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

**21. ACCURACY OF INFORMATION**

- 21.1 The information contained in the invitation to bid has been prepared in good faith. Neither, the DoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 21.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

**22. COMPETITION**

- 22.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 22.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 22.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make; they are encouraged to discuss their position with the competition authorities before submitting response.
- 22.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

**23. RESERVATION OF RIGHTS**

- 23.1 Without limitation to any other rights of the DOH (whether otherwise reserved in this invitation to bid or under law), the DOH expressly reserves the right to:-
- 23.1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 23.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 23.1.3 Reject all responses submitted by bidders and to embark on a new bid process.
- 23.1.4 Cancel the bid if all bids received are below or equal to R500 000.
- 23.1.5 Award the bid to one or more than one service provider.

## **24. EVALAUTION CRITIRIA**

### **24.1 The bid will be evaluated as follows:**

Stage 1: Administrative compliance /pre-qualification

Stage 2: Evaluation of the Specification

Stage 3: Functionality

Stage 4: Price and Specific goals points

### **Stage 1 Administrative Compliance/Pre-Qualification**

1. The purpose of the Pre-qualification is to determine which bid is compliant and non-compliant with the bid specifications issued by the DOH as part of the bid process.

#### **(i) *The following criteria shall apply:***

- a. All documentation inclusive of supporting documentation requested in terms of the Bid document requirements must be submitted and signed off where required.
- b. Bidder must complete and sign SBD 1 and 4 and the entire document to be initial.

#### **(ii) *The following non-negotiable criteria shall apply:***

- c. Bidders must have attended the compulsory Bid Briefing & Information Meeting and be recorded as such in the register. It is the bidders' responsibility to ensure that he/she fills in the attendance register

## **NON NEGOTIABLES**

	<b><i>Requirement</i></b>	<b>Complied</b>		<b>Comment</b>
		<b>YES</b>	<b>NO</b>	
	Bidders must have attended the compulsory Bid Briefing & Information Meeting and be recorded as such in the register. It is the bidders' responsibility to ensure that he/she fills in the attendance register			
	Letter of Good Standing Issued by department of Labour			
	Stock availability confirmation with lead times			
	The washing machines and heavy duty feeder roller ironer offered must be ISO 10472-1:1997 as well as ISO 1042-2:1997 compliant. Proof of compliance is required.			
	The washing machines and heavy duty feeder roller ironer shall have a CE certificate. Proof to be supplied.			

### **Stage 2: Specification Evaluation**

See Part 4 of the Specification



### Stage 3 :Functionality Evaluation

Criteria	Scoring Matrix	Max Score	Evidence Required
<b>Experience</b>		<b>10</b>	
<b>Company Experience</b>	0 -1 reference letter = 0 2 – 3 reference letters =5 More than 3 reference letters =10	10	Signed verifiable reference documentation for similar work
<b>Technical Support</b>		<b>60</b>	
Agent/supplier technical support	Written agreement with agent indicating technical support = 5 Trained technicians with support letter from agent to agree on supply spares = 10 Authorized Agent of the required laundry equipment=20	20	Agreement with the Authorized agent. <b>Proof of training in the form of certificates for the technicians</b> <b>Distribution letter on OEM Letterhead for authorization of the Agent</b>
Workshop And Spares stock list from the supplier  Listing off the shelf available spares	Outside borders of south Africa = 0 South African distributor = 10 Eastern Cape distributor = 20	20	Consent letter of stock holding for laundry equipment spares Lease agreement or proof of ownership of the property
Clear Maintenance for 5 years	Complete Maintenance Plan =20 Partial Maintenance Plan = 10	20	Proposed Maintenance Plan and Service intervals from the supplier
<b>FINANCIAL</b>		<b>15</b>	
Financial Capacity	R300 000 – R6 Million = 10 > R6 Million = 15	15	To attach bank Rating C as the lowest acceptable rating showing the required amount

Criteria	Scoring Matrix	Max Score	Evidence Required
	or Agreement with the financial institution = 15		The signed agreement with financial institution.
<b>TOTAL (MAXIMUM POINTS)</b>		<b>85</b>	<b>100%</b>
<b>Minimum qualifying score</b>		<b>60</b>	<b>70%</b>

- A bidder that scores less than 70% (60 points) in respect of functionality will be regarded as a non-responsive bid and will be disqualified.
- Only bidders that obtain 70 % and above will qualify for stage three of the evaluation process, namely, price and Preference points evaluation.
- All points scored by qualifying bidders will not be taken into consideration for price evaluation.

**The department reserves the right to physically verify contents that are contained in the 2nd stage of technical evaluation.**

### **Stage 3: Pricing and B-BBEE**

**I.1** The following preference point systems are applicable to invitations to tender:

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

**I.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

system.

The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

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

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

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

- (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,  
then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership	20% (4)	
Women Ownership	20% (4)	
Youth Ownership	20% (4)	
Disability Ownership	20% (4)	
Military Veterans Ownership	10% (2)	
Locality Ownership	10% (2)	
<b>TOTAL</b>	<b>100% (20)</b>	

- a) Service providers must submit proof of its Specific Goals points claimed / status of contributor.
- b) The Specific Goals supporting documents required to verify claimed points may inline with the specified requirements include:
  - Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPRO certificate) with id no.
  - Women Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.
  - Youth Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.
  - Disability Ownership: Proof of ownership (CIPRO certificate) with valid medical documentary proof.

- *Military Veterans Ownership: Proof of ownership (CIPRO certificate) with valid proof of veteran status.*
- *Locality Ownership: Proof of business address (municipal account or valid lease agreement)*
- *Updated CSD report*

## PROJECT REFERENCE

### PROJECT REFERENCE RETURNABLE 1 OF 3

1.	Project title:		
	Bid No:		
2.	Project title:		
	Bid No:		
3.	Project title:		
	Bid No:		

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I, ..... (Name and surname)

..... (Company name)

Declare that I was the recipient (client) of the following laundering machine services successfully executed

by .....(name of bidder)

Project Name: .....

Project Location: .....

Contract period: ..... Completion date: .....

Contract Value: .....

1. Please score the performance of the Bidder on the abovementioned project, by inserting "Yes" in the relevant box below:

	Very poor	Poor	Fair	Good	Excellent
--	-----------	------	------	------	-----------

Experience					
Quality and Performance					
Personnel					

2. Would you consider/recommend working with this bidder    Yes    No    ( X mark applicable)

3. Any other comments:

.....  
.....

4. Cell No. .... E. Office No.:.....

F. Fax No. .... G. E-mail: .....

This signed at ..... on this .....day of .....2021

\*Note to Bidder: Referee (Client) will be contacted to verify the above if the Referee is not contactable NO POINT WILL BE AWARDED.

**Client/Referee signature:** \_\_\_\_\_

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

**Company stamp**

**PART 2**  
**Conditions of Contract and Operational Requirements**

**1. CONTRACT**

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (herein after DOH) or any other authorized authority or person (as the case may be). The bidder is further obliged for the future support while the contract is in force.

**2. FEES AND CHARGES**

- 2.1 The fees must be firm for the rest of the contract and no price adjustment is to be applied on this contract.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming services or otherwise relieve Service Provider of any of its obligations under the contract.
- 2.3 To the extent that the DoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to Service Provider in terms of the contract, DOH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

**3. GENERAL RESPONSIBILITIES OF THE SERVICE PROVIDER**

- 3.1 The DoH's operational requirements.** The Service Provider shall, in the provision of the required service, have due regard to the operational requirements of the DoH and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 3.2 Problem identification and reporting.** The Service Provider shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the DoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, Service Provider shall: -
- Without delay inform the DoH and the appointed DOH Technical Support Manager, of all incidents or accidents which may occur at the relevant Complex which involve Service Provider's personnel;
  - Co-operate fully with the DoH and its appointed Technical Support Manager in analyzing and investigating such incidents or accidents.
- 3.3 Other Service Providers:** The Service Provider acknowledges that it may be required to provide the services in conjunction with third party service providers and shall, where requested by the DoH, co-operate fully with such persons.
- 3.4 Regulations and statutes:** The Service Provider shall, in the provision of the services observe and comply with all relevant provisions of all applicable legislation and regulations.
- 3.5 Compliance with procedures:** It is recorded that during the currency of the contract the DoH may implement procedures and policies at the relevant Institution. The Service Provider shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.



- 3.6 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 3.7 Should the DoH at any time believe that any member of Service Provider's personnel is failing to comply with any such procedures or policies, the DoH shall be entitled to deny such a personnel member access to the relevant premises and require Service Provider to replace such a person without delay.

3.8 **Service Provider's procedures:** The Service Provider shall, upon receipt of written request from the DOH or its appointed Manager, provide the DOH with copies of all Service Provider's operating procedures and processes relating to the Services;

**4. HAZARDOUS MATERIALS**

The contractor will be held liable for any expenses that may be incurred by the DOH as a result of damage to property and injury to personnel as a result of poor quality products.

**5. FIRE RISKS**

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the DOH/Institution and take such remedial action as may be necessary.

**6. ENERGY MANAGEMENT**

The Service Provider shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

**7. OCCUPATIONAL HEALTH AND SAFETY**

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time. The Service Provider: -

- acknowledges that he is fully aware of the terms and conditions of the Act;
- acknowledges that he/she is an employer in his/her own rights with duties and responsibilities as prescribed in the Act;
- agrees to comply with all rules and regulations implemented by or on behalf of the DoH at the relevant Institution in covering letter relating to health and safety and will inform the DoH immediately should Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations.

**8. BREACH AND TERMINATION**

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with the conditions of this contract.

## **9. LOSS AND DAMAGE**

Service Provider hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of, or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of Service Provider or the failure of Service Provider to provide the Services in accordance with the provisions of the contract.

## **10. SUB-SERVICE PROVIDERS**

Service Provider may only sub-contract its obligations under the contract with the prior written consent of the DOH (or any other authorized authority) and then only to a person and to the extent approved by the DOH or such authority and upon such terms and conditions as the DOH or such authority require. It is recorded that where such consent is given the Service Provider shall remain liable to DOH for the performance of the Services, only Electrical and Plumbing works may be subcontracted.

## **11. COMPLIANCE WITH STANDARDS EVALUATED AT CONTRACT STAGE**

10.1 The following standards are applicable to this bid:-

11.2 ISO 10472-1: Safety requirements for industrial laundry machinery — Part 1: Common requirements

11.3 ISO 10472-2: Safety requirements for industrial laundry machinery — Part 2: Washing machines

11.4 ISO 9398-4: Specifications for industrial laundry machines — Definitions and testing of capacity and consumption characteristics

11.5 It is a specific requirement that all equipment will comply with the following requirements: - (a)  
The washing machines shall be CE certificated

## **BID CONDITIONS**

1. Without limitation to any other rights of the Eastern Cape Department of Health (ECDoH) (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to:
  - 1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
  - 1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
  - 1.3 Reject all responses submitted by bidders and to embark on a new bid process.
  - 1.4 Award the bid to one or more bidder/s. The difference in point score should not exceed 5% between the lowest and highest point scorer, however the purchaser reserves the right to review the percentage difference. The purchaser reserves the right to take into consideration stock availability.
  - 1.5 The quantities reflected in the bid document are estimated quantities and no guarantee is given or implied as to the actual quantity which will be procured during the contract. The actual requirement is based on the need and funding availability of the hospital.

- 1.6 Stock is required for immediate need but a very competitive price for a delivery of 1month. Early delivery will be preferred without compromising the cost of the requirement.
- 1.7 Bidder must therefore state precisely the delivery lead time from purchase order
- 1.8 Price must include supply, delivery and commissioning of equipment to Cecilia Makiwane Hospital.
- 1.9 The bidder shall use the prevailing Rate of Exchange (RoE) based on the South African Reserve Bank at 12:00 on the **date of advertisement of the bid** to price imported content offered in this bid.
- 1.10 Fluctuations between contract pricing schedule rates and quotes: Will be fully exposed to ROE adjustments with the ROE determined at the average buy and sell spot rate on quote date based on the South African Reserve Bank rates at 12:00 on **the date of the quote**.
- 1.11 Fluctuations between quote date and order date: The order amount in South African currency will be placed on the Supplier less, or plus, an amount reflecting any change in the exchange rate exceeding 5% (tolerance rate) compared to the quoted rate, determined at average buy and sell spot rate on quote date based on the South African Reserve Bank rates. In the event where the actual spot rate differs by more than 5% from the quote rate on the date of the order, the supplier may request an updated quote (if more) or the Department may request an updated rate (if less).
- 1.12 Fluctuations between order date and invoice settlement date: Any further fluctuation in the ROE and the cost of taking forward cover, which may occur between the purchase order and the date of the invoice settlement, shall be absorbed by the Supplier
- 1.13 Any request for price changes or rate of exchange variation shall be supported by documentary evidence, in the form of proof of the applicable rates, by providing printouts of the South African Reserve Bank rates.
- 1.14 Service provider to provide a detailed specification for the type of laundry detergents / chemicals required for their machines

## **PART 3**

### **Bid Strategy**

<b>Bid Description:</b>	SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, AND MAINTAIN OF LAUNDRY EQUIPMENT FOR CECILIA MAKIWANE HOSPITAL FOR PERIOD OF 4MONTHS
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#### **INTRODUCTION**

##### **(a) Background**

The Department of Health strives to provide high quality medical treatment in a multi-disciplinary medical environment to the South African community in general and the Eastern Cape Province in particular.

##### **(b) Problem Statement**

Department of health in Eastern Cape, Cecilia Makiwane Hospital has a problem of laundry services that is not running properly because of the age of the machine in use. The focus for the department is having Cecilia Makiwane Hospital with a properly furnished laundry equipment.

The existing laundry equipment is aged and breaking down. Certain critical equipment has been identified for immediate replacement namely washer extractors and Heavy Duty Return Feeder Ironer. This is urgent works and the procurement of the equipment shall be done immediately after the appointment. The appointed service provider will be expected to have the equipment no later than the month of July 2023.

The new units will be a replacement of the existing units, however Plumbing and electrical must be verified on the day of the briefing , included on the bill of quantities is amounts to cover both scope.

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**Part 4**  
**SPECIFICATION**

Bid No.	SCMU3-22/23-0169-CMH
Bid Description	APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT

Specification	Compliance		Deviation
	Yes	No	
•			
1. <b><u>SCOPE OF WORKS:</u></b> This bid will cover the supply, delivery, installation and commissioning of new washer machines, new sluice washer, new heavy duty return feeder ironers, maintenance for 5 years by the supplier			
2. <b><u>New washing (washer) machines:</u></b> a) List of Machines to be Priced as follows: <div><u>Sluice washers</u><div><div>1. Capacity: 35kg</div><div>2. Capacity: 35kg</div><div>3. Capacity: 35kg</div></div></div> <div><u>Heavy Duty Industrial washers</u><div><div>1. Capacity: 60kg</div><div>2. Capacity: 60kg</div><div>3. Capacity: 60kg</div><div>4. Capacity: 60kg</div><div>5. Capacity: 60kg</div></div></div> <div><u>Heavy Duty Return Feed Ironer</u><div><div>1. Ironer 1</div><div>2. Ironer 2</div><div>3. Ironer 2</div></div></div> b) The washing machine shall be HEAVY DUTY INDUSTRIAL TYPE. c) The washing machines shall be microprocessor controlled and should have the following minimum feature: <div><div>○ All electronic and electrical systems shall be protected from spikes, dips, noise on electrical supply.</div><div>○ Programmable gradual heating and cooling.</div><div>○ Start-up at the desired time</div><div>○ Rinse Hold crease-guard mode stop</div><div>○ Individual total cycle and program counter</div><div>○ Automatic load detection and proportional consumption of water and/or detergent.</div><div>○ Programmable wash parameters. Wash speed, Spin speed, Spin time in seconds or minutes and 5 levels of adjustable mechanical action.</div><div>○ At least 6 water levels should be able to be selected.</div><div>○ Connection to an external dosing system. Programming to</div></div>			

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Specification	Compliance		Deviation
<p>accommodate chemical dosing to be included in the price.</p> <ul style="list-style-type: none"> <li>o Adjustable length of dosing signal.</li> <li>o Simultaneous dosing of four products.</li> <li>o Failure check and alarm messages. Test program.</li> <li>o Option of manually adjusting parameters during washing.</li> </ul> <p>d) The washing machine shall be supplied with the software and hardware (with English operation manuals) to control washing programmes as well as memory card to make easy and quick changes to programmes on the washer.</p> <p>e) The washing machines shall have stainless steel finish on all panels.</p> <p>f) The unit shall be capable of hot and cold cycles. Heating of water shall preferably by means of steam.</p> <p>g) The washer shall have a high speed extract of minimum 380 g-force.</p> <p>h) The washing machines shall use three phase electricity supply for 200-480 volt 3ph 50/60 Hz.</p> <p>i) The approximate machine dimensions shall not exceed about 1800mm (w) x 2000mm (d) x 2200mm (height).</p> <p>j) The washing machine weight shall not exceed 4000 kg maximum per machine.</p> <p>k) The washer machines shall have a multi directional spring system to absorb vibration and noise during operation of the machine which allow for the machine to be free standing and therefor no ground anchor is needed.</p> <p>l) The washing machines shall have a five (5) year warranty and guarantee.</p> <p>m) A further five (5) year service plan shall be priced as an option in the pricing schedule.</p>			
<p><b>3. <u>Removal of Existing washers and heavy duty feeder roller ironer</u></b></p> <ul style="list-style-type: none"> <li>• The existing washer and heavy duty feeder roller ironer shall be disconnected from all services such as the electrical isolator, water supplies, steam supply, drainage and dosing system and made safe.</li> <li>• All anchor bolts shall be removed and the floor shall be repaired where necessary.</li> <li>• The area should be cleared to accommodate both new washer heavy duty feeder roller ironer.</li> </ul>			
<p><b>4. <u>Electrical:</u></b></p> <ul style="list-style-type: none"> <li>• The washing machine and heavy duty feeder roller ironer casings shall have an isolator fitted to it for isolation purposes. Existing cabling may be re-used however the supplier shall be responsible to verify cable size and replace if required inclusive of breakers and isolators.</li> <li>• New armed cable shall be installed from the circuit breaker to the isolators if necessary.</li> <li>• Cabling shall be mounted on galvanized cable trays which must be fastened to newly supplied lip-channel which will be mounted to the wall.</li> <li>• Contactor/ supplier will be responsible to size all electrical cabling and switch gear correctly to suit the needs of the washing machines/ heavy duty feeder roller ironer.</li> <li>• All materials shall be SANS approved.</li> </ul>			

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Specification	Compliance		Deviation
<ul style="list-style-type: none"> <li>Make sure that all materials are of good, recognized industrial quality products/standards.</li> <li>All electrical work to be strictly in accordance with SANS 0142.</li> <li>An electrical compliance certificate shall be provided on completion of the works.</li> </ul>			
<b>5. <u>Plumbing Services:</u></b> <ul style="list-style-type: none"> <li>Contractors/ supplier shall use existing drainage system of the washing machine.</li> <li>Piping shall be mounted with galvanized holder bats of correct size.</li> <li>Contractor to ensure all materials are correctly sized for the installation and needs of the washing machines.</li> <li>A certificate of compliance from the Plumbing Industry Regulatory Board (PIRB) will be supplied by the contractor on completion of the works.</li> <li>All work will be SANS 10400 complaint.</li> </ul>			
<b>6. <u>Making Good</u></b> <ul style="list-style-type: none"> <li>The floor area which are cleared for the new washing machines and heavy duty feeder roller ironer will be repaired where of any damage.</li> <li>All mounting holes and damages to the wall directly behind the new washing machines/ heavy duty feeder roller ironer shall be repaired.</li> <li>All work will be SANS 10400 compliant.</li> </ul>			
<b>7. <u>Knowledge</u></b> <ul style="list-style-type: none"> <li>The installation shall be completed in a satisfactory manner. The contractor shall be responsible for the proper functioning of the installation and any claims on the grounds for want of knowledge in such respect or otherwise will not be entertained by the Provincial Administration.</li> <li>Bidders are required to visit the site and satisfy themselves to the nature and extent of the work to be done and make allowance for any items omitted from the specification but obviously intended and necessary for the completion of the work and must check all data and measurements.</li> </ul>			
<b>8. <u>Making good to trade</u></b> <ul style="list-style-type: none"> <li>The contractor will be held fully responsible for the making good of all trades damaged or disturbed during the course of the contract. All making good to damage must be done to match the existing and to the entire satisfaction of the representative of the Provincial Administration.</li> </ul>			
<b>9. <u>Notes:</u></b> <ul style="list-style-type: none"> <li>The washing machines and heavy duty feeder roller ironer offered must be ISO 10472-1:1997 as well as ISO 1042-2:1997 compliant.</li> <li>Proof of compliance is required.</li> <li>The washing machines and heavy duty feeder roller ironer shall have a CE certificate. Proof to be supplied.</li> <li>All building work shall be compliant to the relevant standard in the specification above.</li> <li>Sub-contractor that will be used in this project CIDB certificate must be provided and approved before the commencement of the works. Their scope of works must be clear.</li> <li>Schedule of Particulars must be completed and returned with bid document.</li> </ul>			

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RETURABLE INFORMATION SCHEDULE

**SCHEDULE OF PARTICULARS**

The following schedule of particulars MUST be filled in by Bidder and return with bid. Failure will make the bid invalid: Full Description as per the supplier manual and operating maintenance documents.

ITEM	PARTICULARS REQUIRED
<b>1.</b>	<b>35kg Sluice Washer x3</b>
(a)	Type and make of units offered .....
(b)	Manufacturer .....
(c)	Country of origin .....
(d)	Size and Model No. ....
(e)	Dimensions (w x d x h) .....
(f)	Weight (kg) .....
(g)	Medium speed extract .....
(h)	Electrical connection .....
(i)	Connecting Load- Kw (Amps) .....
(j)	Drain Connection size needed .....
(k)	Are spares in stock? .....
(l)	Nearest workshop Town/technician Location .....

ITEM	PARTICULARS REQUIRED
<b>2.</b>	<b>60kg High Speed Washer x5</b>
(a)	Type and make of units offered .....
(b)	Manufacturer .....
(c)	Country of origin .....
(d)	Size and Model No. ....
(e)	Dimensions (w x d x h) .....
(f)	Weight (kg) .....
(g)	High speed extract .....
(h)	Electrical connection .....
(i)	Connecting Load- Kw (Amps) .....



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(j) Drain Connection size needed .....

(k) Are spares in stock? .....

(l) Nearest workshop/technician? .....

**ITEM PARTICULARS REQUIRED**

**3. Heavy Duty Return Feeder Ironer x 3**

(a) Type and make of units offered .....

(b) Manufacturer .....

(c) Country of origin .....

(d) Size and Model No. ....

(e) Dimensions (w x d x h) .....

(f) Weight (kg) .....

(h) Electrical connection .....

(i) Connecting Load- Kw (Amps) .....

(k) Are spares in stock? .....

(l) Nearest workshop Town/technician Location .....

**Part 5 – Schedule A**  
**Government Procurement**  
**General Conditions of Contract**  
**Annexure A**

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**NOTES**

The purpose of this document is to:

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

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

- The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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**General Conditions of Contract**

**1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders

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(prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

## **2. Application**

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

## **1. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall

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not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

**2. Standards**

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

**3. Use of Contract documents information; inspection**

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

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

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

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

**4. Patent rights**

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

**7. Performance Security**

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

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

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

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

- (b) a cashier's or certified cheque

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

**8. Inspections, tests and analysis**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packaging**

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

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absence of heavy handling facilities at all points in transit.

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and Terms of Reference of the spare parts, if



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requested.

**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's Terms of Reference) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for five (5) years after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for five (5) years after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of and claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Amendments**

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

**19. Assignment**

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

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**20. Subcontracts**

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

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

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

**22. Penalties**

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

**23. Termination for default**

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

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- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the

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supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

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

**28.**

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing Language**

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

**30. Applicable Law**

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

**31. Notices**

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

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

**32. Taxes and Duties**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in

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possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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

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

**34. Prohibition of Restrictive practices**

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the

Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Prac Note-Annexure A-GCC

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

<b>ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY NO.** (ALL APPLICABLE TAXES INCLUDED)</b>
--

- Required by: .....
- - At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis .....

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

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

**\*Delete if not applicable**

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SBD 3.2

**Part 5 - Schedule C**  
**PRICING SCHEDULE**  
**(Laundry Contracting Services)**

NAME OF BIDDER: ..... BID NO.: SCMU3-23/24-0169-CMH.

CLOSING TIME 11:00 ON .....

***OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.***

**NB:** USE INK, PREFERABLY BLACK, TO FILL IN THIS FORM

Item	Quantity	Unit Rate	Amount
Supply, install and commission Sluice washing machine, 35kg <b>medium speed</b> industrial heavy duty - Electrical Rating - 380/50/3, the machine must have Greater Programming Flexibility, higher memory capacity and greater energy. Higher Residual Moisture after spin, Drum and tub in AISI-304 stainless steel. Unit exterior manufactured in skin plate, stainless steel appearance	3		
Supply, install and commission washing machine, 60kg <b>high speed</b> industrial heavy duty - Electrical Rating - 380/50/3, the machine must have Greater Programming Flexibility, higher memory capacity and greater energy. Higher Residual Moisture after spin, Drum and tub in AISI-304 stainless steel. Unit exterior manufactured in skin plate, stainless steel appearance	5		
Supply, install and commission Evaporation (60l/h) Heavy Duty Return Feeder Ironer - The unit must provide fasted ironing speed, highest airflow, highest output, longest feeding table, heaviest components, highest accuracy, must be an energy saver roller ironer, to be fed linen at 40-50% residual moisture, finger bar for safety, thermal overload cut out switch	3		
Maintenance for 5 years by the supplier	5 years		
Maintenance manuals	3 sets		
Removing of Existing units and placing them to the designated area	Sum		
Servicing existing Ventilation System	Sum		
Servicing Compressors supplying Laundry Equipment	Sum		
Electrical Work	Sum		
Plumbing Work	Sum		
Subtotal			
Vat (15%)			
Total			

**Declaration of Interest**

SBD 4

**BIDDER'S DISCLOSURE**

**I. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise?

Employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars: .....

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



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- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal

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<sup>1</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of bidder

**SBD 6.1**

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

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

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

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**4. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (c) Price; and
- (d) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

4.5 Failure on the part of a tenderer to submit proof or documentation required in terms of

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this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 5. DEFINITIONS

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

## 6. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 4.3. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

4.4.1. **POINTS AWARDED FOR PRICE**

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**5. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership	20% (4)	
Women Ownership	20% (4)	
Youth Ownership	20% (4)	
Disability Ownership	20% (4)	
Military Veterans Ownership	10% (2)	
Locality Ownership	10% (2)	
<b>TOTAL</b>	<b>100% (20)</b>	

- c) *Service providers must submit proof of its Specific Goals points claimed / status of contributor.*
- d) *The Specific Goals supporting documents required to verify claimed points may inline with the specified requirements include:*
- Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPRO certificate) with id no.*
  - Women Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.*
  - Youth Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.*
  - Disability Ownership: Proof of ownership (CIPRO certificate) with valid medical documentary proof.*
  - Military Veterans Ownership: Proof of ownership (CIPRO certificate) with valid proof of veteran status.*
  - Locality Ownership: Proof of business address (municipal account or valid lease agreement)*
  - Updated CSD report*

**DECLARATION WITH REGARD TO COMPANY/FIRM**

5.3. Name of company/firm.....

5.4. Company registration number: .....

5.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

- 5.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph I of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF BIDDER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	.....
	.....
	.....

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

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF  
INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO  
HEALTH DISTRICT

**Part 5 – Schedule F**  
**Qualifications and Experience**

**The bidder shall be bound by all SCM regulatory provision and amendments thereto whether expressly or impliedly indicated in this document.**

The Head  
Department of Health  
Private Bag X0038  
BISHO, 5605

Sir/Madam

**Granting of authority to request information from any legal entity relevant to this bid**

1. I/we acknowledge that the information herein contained shall constitute the basis on which my/our bid is to be considered. I/We grant approval that any source regarding this bid may be fully investigated and that all such information shall be of material importance and directly relevant to the consideration of our bid. I/we further grant my/our consent to such source to provide confidential information.
2. I/We warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/We am/are not aware of any information which, should it become known to the Eastern Cape Department of Health, would affect the consideration of my/our bid in any way.
3. The Eastern Cape Department of Health wishes to inform you that all information regarding your personal matters is treated as strictly as confidential.

**Please tick the appropriate box.**

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Eastern Cape Department of Health responsible for not considering my/our bid.

-----  
**Signature**

-----  
**Date**

-----  
**Witness**

-----  
**Signature**



APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT

**PARTNERSHIP/JOINT VENTURE/CLOSED CORPORATION/COMPANY/SOLE PROPRIETOR**  
(Delete which is not applicable)

**PARTICULARS OF THE BUSINESS**

**Business Name** : .....

**Trading Name** : .....

**CK 1. No.** : .....

**VAT Reg. No.** : .....

**Joint Venture Scope** : .....

**Percentage of work to be done** : .....%

**Workman's Compensation No.:** .....

**Business ME CIDB Grading** : .....

**Directorship**

<b>Name</b>	<b>Identity No.</b>	<b>Gender</b>	<b>%</b>

**Company's Fixed telephone Line** : .....

**Company's Fixed Fax Line** : .....

**Mobile Phone** : .....

**Street Addresses of the registered offices**

**Head Office** : .....

.....

.....

**E-Mail** : .....

**Branches**

**1** .....

**2** .....

**3** .....

**4** .....

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF  
INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO  
HEALTH DISTRICT

**Postal Address of the Head Office**

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

.....  
**SIGNATURE OF (ON BEHALF OF) TENDERER**

.....  
**NAME IN CAPITALS**

**In the presence of:**

1. ....
2. ....

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT

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**Part 5 – Schedule G**  
**Organisation type**

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**PARTNERSHIP/CLOSED CORPORATION/COMPANY**  
**( delete which is not applicable)**

The bidder comprises of the following partners/members/ directors :

1. NAME \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
2. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
3. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
4. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
5. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_

.....  
SIGNATURE OF (ON BEHALF OF) BIDDER

.....  
NAME IN CAPITALS

In the presence of:

1. ....
2. ....

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**Part 5 – Schedule H**  
**Organisational structure**

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1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

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.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....

2. ....

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF  
INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO  
HEALTH DISTRICT

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**Part 5 – Schedule I**  
**Details of Supplier's office**

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1. Physical address of supplier's office

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- 1 Telephone No of office: \_\_\_\_\_

- 3 Time period for which such office has been used by supplier: \_\_\_\_\_

.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....

2. ....

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT

**Part 5 – Schedule J**  
**Financial Particulars**

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution and /or Audited Financial Statements must be submitted with the bid.** If this requirement is not complied with in full the bid will be considered invalid

Nature of Service: \_\_\_\_\_  
Name of bidder: \_\_\_\_\_  
Bid Number: \_\_\_\_\_

	<b><u>FINANCIAL POSITION OF BIDDER</u></b>  I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the DOH permission to contact the financial institution below to confirm the information provided.  In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.
<b>NAME OF FINANCIAL INSTITUTION</b>	
<b>ADDRESS</b>	
<b>TEL.NO</b>	
<b>FAX NO</b>	
<b>CONTACT PERSON</b>	

.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**  
.....  
**NAME IN CAPITALS**

In the presence of :

1. ....
2. ....

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT



Province of the  
**EASTERN CAPE**  
HEALTH

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**CERTIFICATION ATTENDANCE OF COMPULSORY SITE INSPECTION**

**Tender No.** **SCMU3-23/24-0169-CMH**  
**Tender Description** **Service provider to provide a detailed specification for the type of laundry detergents / chemicals required for their machines as an option**

**Details relating to compulsory**

**Compulsory Bid Briefing Meeting:** Time and Date: **14h00 ON 19 JUNE 2023**

**Venue:** Cecilia Makiwane Hospital Boardroom, Mdantsane, Eastern Cape.

Name of company: \_\_\_\_\_

Representative attending meeting: \_\_\_\_\_

ID number representative attending meeting<sup>1</sup> \_\_\_\_\_

Contact Details: \_\_\_\_\_

Signature of representative \_\_\_\_\_

Date stamp of institution

Signature of Departmental Representative \_\_\_\_\_

1 The representative has to produce this form and the ID document to the Departmental Representative who will verify and when verified append date stamp and signature

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT

**PROJECT SPECIFIC OCCUPATIONAL  
HEALTH AND SAFETY  
SPECIFICATION**

<b>PROJECT TITLE:</b>	<b>SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF LAUNDRY EQUIPMENT FOR CECILIA MAKIWANE HOSPITAL</b>
<b>BID NO:</b>	<b>SCMU3-23/24-0169-HO</b>



APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT

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APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT

1. **Definitions**

In this document the following expressions shall bear the meanings assigned to them below:

- 1.1 **Client** means any person for whom construction work is being performed and/or undertaken [i.e., Eastern Cape Department of Health for purposes of this specification].
- 1.2 **Construction Regulations** means the Occupational Health and Safety Act's, No. 85 of 1993, new Construction Regulations (GNR.84 of 07 February 2014) that came into effect on 01 March 2014.
- 1.3 **Occupational health and safety plan** means a sufficiently documented plan to the standards of the Client, which addresses hazards identified and includes safe working procedures to mitigate, reduce or control the hazards identified.
- 1.4 **Occupational health and safety specification** means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, to ensure the health and safety of persons working, visiting, passing, staying and/or working close to the construction site and/or other applicable areas such as site camp.
- 1.5 **OHSACT** means the Occupational Health and Safety Act, No. 85 of 1993, as amended; and
- 1.6 **Contractor** means an employer, as defined by Section 1 of the OHSACT who performs construction work and is appointed by the Client to be in overall control and management of the construction site and works.

2. **Introduction**

In terms of Construction Regulation 5(1) (b) of the OHSACT, the Client is required to compile an occupational health and safety specification for any intended project and provide such specification to prospective bidders.

This specification has an objective to ensure that the contractor entering into a contract with the Client achieves and maintain an acceptable level of occupational health and safety performance and compliance. This document forms an integral part of the contract between the Client and the contractor.

**Project Specific Scope of work**

- ✓ Please refer to tender document for the detailed scope of work.

3. **OHS Scope of Work**

To develop a project specific occupational health and safety specification that addresses the reasonable and foreseeable risks, exposures and aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that the contractor and suppliers will have to comply with to reduce the risks associated with the abovementioned contract work and that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable and possible.

Any contractor interested in submitting a bid in response to the Client's formal tender for any construction project, must prepare and include a draft occupational health and safety plan based on this specification and the OHSACT in its tender submission. The Client will

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT

evaluate this plan as part of its formal tender adjudication processes to ensure compliance with Construction Regulation 5 that stipulates that the Client may only appoint a contractor who has the necessary competencies and resources to carry out the work appointed for safely.

#### **4. General occupational health and safety provisions**

##### **4.1 Hazard identification and risk assessment (Construction Regulation 9)**

###### **4.1.1 Risk assessments**

The specification contains a list of risk assessment headings that have been identified by the Client as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is only offered as assistance to the contractors intending to tender for the applicable works. It therefore remains the overall responsibility of the contractor to consider all applicable risks and pro-actively undertake risk assessments and implement appropriate risk mitigation measures.

###### **4.1.2 Development of risk assessments**

Every contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, ensure that risk assessments are undertaken by a competent person, appointed in writing, and the risk assessments shall form part of the occupational health and safety plan and be implemented and maintained as contemplated in Construction Regulation 9(1).

The risk assessments shall include, at least:

- The identification of the current as well as emerging risks and hazards to which persons may be exposed to.
- The analysis and evaluation of the risks and hazards identified.
- A documented plan of safe working procedures (SWP) and any method statements to mitigate, reduce or control the risks and hazards that have been identified.
- A plan to monitor the application of the SWPs; and
- A plan to review the risk assessments as the work progresses and changes are introduced, or incidents occurred which requires the re-evaluation of the processes/risk mitigation.

Based on the risk assessments, the contractor must develop a site-specific occupational health and safety Plan that will be applied to regulate the occupational health and safety aspects of the construction.

The risk assessments, together with the site-specific occupational health and safety Plan, must be submitted to the Client before mobilisation on site commences for approval.

Despite the risk assessments listed in Annexure 5, the principal contractor is required to conduct a baseline risk assessment and the aforesaid risk assessments must be incorporated into the baseline risk assessment. The baseline risk assessment must further include the SWPs, and the applicable method statements based on the risk assessments.

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT

Hazard identification and risk assessments must be undertaken whilst SWPs must be developed for all out-of-scope work.

#### **4.1.3 Review of risk assessments**

The contractor is to review the hazards identified, the risk assessments and the SWPs at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and/or processes.

It is also proposed that should an incident occur the SWPs, and all other applicable processes be re-evaluated to ensure that the mitigation measures are still applicable and appropriate and if not a revision of the risk assessments be undertaken.

The contractor must provide the Client, Suppliers and all other concerned or affected parties with copies of any changes, alteration, or amendments as soon as possible but within 14 calendar days of such changes.

#### **4.2 Legal Requirements**

All Service Providers entering a contract with the Client shall, as a minimum, comply with the -

- OHSACT and a current, up-to-date copy of the OHSACT and its Regulations must be always available on site; and
- Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (COIDA) as amended. The contractor will be required to submit a letter of registration and “good-standing” from the Compensation Commissioner or compensation insurer before being awarded the contract. A current, up-to-date copy of the COIDA must be always available on site.

#### **4.3 Structure and responsibilities**

##### **4.3.1 Overall supervision and responsibility for occupational health and safety**

- a. The contractor [appointed in terms of Construction Regulation 5(1) (k)] is responsible to implement and maintain the occupational health and safety plan approved by the Client.
- b. The Chief Executive Officer (in terms of Section 16(1) of the OHSACT) of the contractor is to ensure that the Employer (as defined in the OHSACT) complies with the OHSACT. Annexure 1 “Legal Compliance Checklist” may be used for this purpose and assistance.
- c. The contractor’s Chief Executive Officer may appoint any person reporting to him/her as Designated Person in terms of Section 16(2) of the OHSACT. Such Designated Person is responsible to assist the Chief Executive Officer to ensure that the Employer complies with the requirements of the OHSACT.
- d. The Project manager and the supervisor(s) appointed in terms of Construction Regulation 8 are responsible for supervising all the works and in specific to ensure that all work undertaken comply with the requirements of the OHSACT, its Regulations and the Client’s specifications.

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT

#### 4.3.2 Operational responsibilities for occupational health and safety

The contractor shall appoint designated competent employees and/or other competent persons as outlined in the following list to assist with the operational responsibilities for occupational health and safety. This list is only the minimum requirement and is therefore in no way exhaustive.

Appointment description	Appointment required in terms of
Project health and safety officer(part-time)	Construction Regulation 8(5)
Project supervisor	Construction Regulation 8(7)
Construction vehicle, mobile plant and machinery supervisor	Construction Regulation 23
Electrical installation and appliances inspector	Construction Regulation 24
Fall risk protection supervisor	Construction Regulation 10
First-aiders	General Safety Regulation 3
Firefighting equipment inspector	Construction Regulation 29
Hazardous chemical substances supervisor	Hazardous Chemicals Substances Regulations 10
Incident investigator	General Administrative Regulation 9
Ladder inspector	General Safety Regulation 13(a)
Lifting machines and equipment inspector	Construction Regulation 22
Occupational health and safety committee	OHSACT Section 19
Occupational health and safety representatives	OHSACT Section 17
Person responsible for machinery	General Machinery Regulation 2
Risk assessor	Construction Regulation 9(1)
Stacking and storage supervisor	Construction Regulation 28
Welding supervisor	General Safety Regulation 9

These appointments must be in writing and the responsibilities clearly stated together with the period for which each appointment is made. This information must be communicated to and agreed with the appointees.

Copies of appointments must be submitted to the Client together with concise CVs of the appointees as part of the contractor's health and safety plan and if appointed copies of the appointments included in the occupational health and safety file. All appointments must be approved by the Client and any changes of appointees or appointments must be communicated to the Client and agreed upon before being implemented.

The contractor must, furthermore, provide the Client with an organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

#### 4.3.3 Project health and safety officer

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO HEALTH DISTRICT

This project requires the appointment of a Part-time Project health and safety officer, appointed in terms of Construction Regulation 8(5). This appointee should be duly registered and in good standing with a statutory body approved by the Chief Inspector as is required by Construction Regulation 8(6).

The South African Council for Project and Construction Management Professions (SACPCMP) is currently the statutory body responsible for the professional registration of construction health and safety officers and a copy of the appointee's SACPCMP's registration certificate should be submitted as part of the contractor's health and safety plan and be readily available in the health and safety file to be kept and maintained on site.

The appointed Health and Safety Officer will be required to assist the Health and Safety Representative to ensure that there is compliance on site with the OHSACT and any other applicable legislation using the forms attached as Annexure A.

**4.3.4 Designation of occupational health and safety representatives (Section 17 of the OHSACT)**

Health and Safety Representatives representing workers and Contractors are to be appointed following the start-up of the project, irrespective of the number of workers on site from the full time employees in terms of section 17 of the OHSACT to be the Occupational Health and Safety Representative for the duration of the project.

The appointed H&S Representatives are to be actively involved with H&S and site management in meeting legislative duties.

Occupational health and safety representatives must be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

**4.3.5 Duties and functions of the occupational health and safety representatives (Section 18 of the OHSACT)**

- a. The contractor must ensure that the designated occupational health and safety representatives conduct a weekly inspection of their respective areas of responsibility, using the template attached as Annexure B and discuss the report with the principal contractor. When the report has been signed off by the contractor, the report will be submitted to the client on the first day of each week after.
- b. Occupational health and safety representatives must be included in accident and/or incident investigations.
- c. Occupational health and safety representatives must attend all occupational health and safety committee meetings.

**4.4 Mandataries**

It is a requirement that the contractor, when he appoints suppliers in terms of Construction Regulations 7(1) (c) includes an OHSACT Section 37(2) agreement (i.e. Agreement with Mandatary) in his agreement with such contractor.

#### **4.5 Administrative controls and the occupational health and safety file**

##### **4.5.1 The occupational health and safety file [Construction Regulation 7(1)(b)]**

As required by Construction Regulation 7(1) (b), the contractor and other contractors will each keep an occupational health and safety file on site containing the following documents as a minimum:

1. Notification of construction work (Construction Regulation 4.).
2. Updated copies of the OHSACT and its Regulations as well as the COID Act (General Administrative Regulation 4.).
3. Proof of registration and good standing with the Compensation Commissioner or a COID Insurer [Construction Regulation 5(1)(j)].
4. Occupational health and safety plan agreed with the Client including the underpinning risk assessment(s) and method statements [Construction regulation 7(1)].
5. Copies of occupational health and safety committee meetings and other relevant minutes.
6. Designs and/or drawings [Construction Regulation 7(1)(b)].
7. A list of contractors (sub-contractors) including copies of the agreements between the parties, proof of good standing with the Compensation Commissioner or COID Insurer, and the type of work to be undertaken by each contractor (Construction Regulation 7).
8. Appointment and designation forms as per paragraphs 4.3.1 and 4.3.2 above.
9. Copy of the construction health and safety officer's SACPCMP registration certificate.
10. The following registers:
  - Accident and/or incident register (Annexure 1 of the General Administrative Regulations);
  - Occupational health and safety representatives' inspection register.
  - Construction vehicles and mobile plant inspections by controller.
  - Daily inspections of vehicles, plant and other equipment by the operator, driver and/or user.
  - Designer's inspections and structures record.
  - Inspection of portable electrical tools, electrical equipment, and other electrical appliances.
  - Fall risk protection inspections.
  - First-aid box content.
  - Record of first aid treatment.
  - Fire equipment inspections and maintenance.
  - Record of hazardous chemical substances kept and used on site.
  - Ladder inspections.
  - Machine safety inspections (including machine guards, lockouts etcetera);
  - Inspection registers and logbooks for lifting machines and – tackle (including daily inspections by drivers/operators);
  - Inspections of stacking and storage; and
  - Inspections of structures.

All other applicable records.

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11. The Client will conduct and evaluate the principal contractor's occupational health and safety file from time to time.

#### **4.6. Medical certificates of fitness (Construction Regulation 7)**

As required by Construction Regulation 7(1)(g), the contractor must ensure that all employees have a valid medical certificate of fitness specific to the construction work to be performed. These certificates must be issued by an occupational health practitioner in the form of Annexure 3 (i.e., Annexure 3 in the Construction Regulations).

#### **4.7 Training, awareness and competence**

The contents and syllabi of all training required by the OHSACT, and Regulations must be included in the contractor's occupational health and safety plan.

##### **4.7.1 General induction training**

All members of the contractor's site management as well as all the persons appointed as responsible for occupational health and safety in terms of the Construction and other Regulations will be required to attend a general induction session.

All employees of the contractor and other suppliers must be in possession of proof of general induction training.

All subsequent and newly appointed employees must also be subjected to the induction training as soon as possible after the appointment but prior to starting to work on site.

##### **4.7.2 Site-specific induction training**

The contractor will be required to develop a contract work project specific induction training course based on the risk assessments for the contract work and train all employees and other contractors and their employees in this.

All employees of the contractor and suppliers must be in possession of proof that they have attended a site-specific Occupational health and safety induction training at all times.

##### **4.8.4 Awareness and promotion**

The contractor is required to have a promotion and awareness programme in place to create an occupational health and safety culture within employees as well as sub-contractors. The following are some of the methods that may be used:

- Toolbox talks
- Posters
- Videos
- Competitions
- Suggestion schemes



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- Participative activities such as employee “occupational health and safety circles”.

#### 4.8.5 Notices and signs

The following notices and signs are, where applicable, compulsory on the construction site as well as the contractors’ yards:

Area and/or activity where notice or sign is required	Notice or sign required in terms of
Display of notices and signs	General Safety Regulation 2B and SABS Code 1186
Entry	General Safety Regulation 2C(2)
First-aid	General Safety Regulation 3(6)
Storage of flammable materials	General Safety Regulation 4(8)(a)(i) and (ii) [10(e) only applicable to contractor's yards]
Machinery	General Machinery Regulation 9 (Schedule D)
Prohibition on smoking and eating or drinking at the workplaces where high risk substances [FR5 (1)] are stored or handled	Facilities Regulation 6(b)

#### 4.8.6 Competence

The contractor shall ensure that his and suppliers employees appointed are competent and that all training required to undertake the work safely and without risk to health of their or other persons, has been successfully completed before work commences.

The contractor shall ensure that follow-up and refresher training is conducted on a regular basis as well as the contract work progresses and the work situation or requirements changes.

Records of all training must be kept on the occupational health and safety file for auditing purposes.

#### 4.9 Consultation, communication, and liaison

The following arrangements will apply-

- 4.9.1 Occupational health and safety liaison between the Client, the contractor, the other contractors, the designer and other concerned parties will be through the occupational health and safety committee. In the absence of a health and safety committee, the Client and contractor will agree on an alternative communication forum to be implemented.
- 4.9.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally (followed up in writing within 14 calendar days) or in writing, as and when the need arises.
- 4.9.3 Consultation with the workforce on occupational health and safety matters will be through their supervisors, occupational health and safety

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representatives, the occupational health and safety committee and their elected trade union representatives, if any.

- 4.9.4 The contractor will be responsible for the dissemination of all relevant occupational health and safety information to the suppliers, for example design changes agreed with the Client and the designer, instructions by the Client and/or his Agent, exchange of information between service providers, the reporting of hazardous and/or dangerous conditions and/or situations etcetera.
- 4.9.5 The contractor will be required to do site safety walks with the Client and/or his Agent on a basis to be determined and agreed between the parties.
- 4.9.6 The contractor and suppliers will be required to conduct toolbox talks with their employees on at least a weekly basis and records of these including the topics discussed must be kept on the occupational health and safety file. Employees must acknowledge the receipt of toolbox talks which record must, likewise be kept on the occupational health and safety file.
- 4.9.7 The contractor's most senior manager on site will be required to attend all the Client's occupational health and safety meetings.
- 4.9.8 The Client or his Agent and the contractor will agree on the dates, times and venues of the occupational health and safety meetings.

#### **4.10 Checking, reporting and corrective actions**

##### **4.10.1 Monthly compliance assessment by Client [Construction Regulation 5(1) (o)]**

The Client will be conducting a periodic assessment to comply with Construction Regulation 5(1) (o) and to confirm that the contractor has implemented and is maintaining the agreed and approved occupational health and safety plan.

##### **4.10.2 Other assessments and inspections by the Client**

The Client reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary. This could include among others site safety walks.

##### **4.10.3 Conducting an assessment**

A representative of the contractor must accompany the Client on all assessments and inspections and may conduct his/her own inspection at the same time. Each party will, however, take responsibility for the results of his/her own assessment and/or inspection.

##### **4.10.4 Contractor's assessments and inspections**

The contractor is to conduct his own internal assessments and inspections to verify compliance with his own occupational health and safety plan and management system as well as the requirements of

this specification and the compliance of other contractors under his/her control.

#### **4.10.5 Inspections by occupational health and safety representatives and other appointees**

Occupational health and safety representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments for example vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

#### **4.10.6 Recording and review of inspection results**

All the results of the abovementioned inspections must be in writing, reviewed at occupational health and safety committee meetings, endorsed by the chairperson of the meeting, and placed on the occupational health and safety file.

#### **4.10.7 Reporting of inspection results**

The contractor is required to provide the Client with the inspection report **(see Annexure B)**. The inspection report must detail the findings that have been identified and the exact time of closing the deviations out.

### **4.11 Incident reporting and investigation**

#### **4.11.1 Reporting of accidents and incidents (Section 24 and General Administrative Regulation 8 of the OHSACT)**

The contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious
- loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

or where -

- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

to the Client within two calendar days and to the Provincial Director of the Department of Labour within seven calendar days from date of incident (Section 24 of the OHSACT and General Administrative Regulation 8), **except** that, where a person has died, has become unconscious for any

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reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both the Client and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail. All other reports should still be completed and provided as required.

The contractor is required to provide the Client with copies of all statutory reports required in terms of the OHSACT within seven calendar days of the incident occurring.

The contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports, including the reports contemplated in 4.11.2 (3) and (4) below, within seven calendar days of the incident occurring.

**4.11.2 Accident and incident investigation (General Administrative Regulation 9)**

1. The contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that he, she and/or they had to be referred for medical treatment by a doctor, hospital, or clinic.
2. The results of the investigation to be entered into the accident and/or incident register.
3. The contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) and (c) of the OHSACT and keeping a record of the results of such investigations including the steps taken to prevent similar accidents/incidents in future.
4. The Client reserves the right to hold its own investigation into an incident or call for an independent external investigation.

**5. Operational control**

**5.1 Emergency preparedness, contingency planning, and response**

- 5.1.1 The contractor must appoint a competent person to act as emergency controller and/or coordinator.
- 5.1.2 The contractor must conduct an emergency identification exercise and establish what emergencies (such as health, safety, environmental, third party or community related actions etcetera) could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, considering any emergency plan that the Client may have in place.
- 5.1.3 The contractor and the suppliers must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

**5.2 First aid (General Safety Regulation 3)**

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- 5.2.1 The contractor must provide first-aid equipment and have qualified first-aiders on site as required by General Safety Regulation 3 of the OHSACT.
- 5.2.2 The contingency plan of the contractor must include arrangements for the speedy and timely transportation of injured and/or ill person(s) to a medical facility or getting emergency medical support to person(s) who may require it.
- 5.2.3 The contractor must have firm arrangements with his contractors in place regarding the responsibility of these contractor's first-aid arrangements as well as treatment of injured and/or ill employees.

### **5.3 Security**

- 5.3.1 The contractor must establish site access rules and implement and maintain these throughout the Project period. Access control must, among others, include the rule that non-employees will not be allowed on site unaccompanied.
- 5.3.2 The contractor must develop a set of project applicable security rules and procedures and maintain these throughout the project period.

### **5.4 Work in fall risk positions [Fall protection (Construction Regulation 10)]**

- 5.4.1 Although the risk posed by working in a fall risk position is as far as reasonable possible mitigated by the project design, a pre-emptive risk assessment is required for any work to be carried out from a fall risk position.
- 5.4.2 As far as is practicable, any person working in a fall risk position will work from a stable platform, ladder or other device that is at least as safe as if he or she is working at ground level and whilst working in this position be wearing suitable fall arrest equipment to prevent the person falling from the platform, ladder or other device utilised. This fall arrest equipment will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length and strength that the person will not be able to move over the edge.  
  
Alternatively, any edge over which a person may fall shall be fitted with suitable guard rails at two different heights as prescribed in SANS 10085 code of practice for the design, erection, use and inspection of access scaffolding.
- 5.4.3 Where the requirement in paragraph 5.4.2 is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device or the person must be attached to a fall arrest system that is approved by the Client.
- 5.4.4 Where the requirements in paragraph 5.4.3 are not practicable, a suitable catch net, which must be able to sustain the weight of at least the average person working in the elevated position, must be erected.

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- 5.4.5 Employees working in fall risk positions must be trained to do this safely and without risk to their or other person's health and safety.
- 5.6.6 Updated records confirming the physical and psychological fitness of employees working in fall risk positions should be always kept on the health and safety file.

## **5.7 Electrical installations (Construction Regulation 24)**

Any electrical work undertaken as part of the project, including the installation of temporary electricity for construction use shall be in accordance with Construction Regulation 24 and the Electrical Installation Regulations.

The contractor must ensure that:

- a. Existing services are to be located and clearly marked before project commences and during the progress thereof.
- b. Where the abovementioned is not possible, employees with jackhammers etc. will be protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etcetera;
- c. Electrical installations and -machinery are sufficiently robust to withstand normal working conditions on site.
- d. Temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the occupational health and safety file.
- e. Electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the occupational health and safety file; and
- f. A competent person appointed in writing must control all temporary electrical installations.

## **5.8 Electrical and mechanical lockout**

An electrical and mechanical lockout procedure must be developed by the contractor and submitted to the Client for approval before project commences. All contractors on site must be informed of and adhere to this lockout procedure.

## **5.9 Use and storage of flammables (Construction Regulation 25)**

The contractor must ensure that:

- a. No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions is taken;
- b. Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with consistent access control measures in place and sufficient fire fighting equipment installed and fire prevention methods practiced for example proper housekeeping; and
- c. Only one day's quantity of flammable is to be kept in the workplace.

#### **5.10 Hazardous chemical substances**

The contractor must ensure that:

- a. Employees receive the necessary information and training to be able to use, handle and store hazardous chemical substances safely;
- b. The risk assessments required in terms of Construction Regulation 9 include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace;
- c. Suppliers provide the necessary information in the form of material safety data sheets regarding hazardous chemical substances required to ensure the safe use, handling and storage of these substances;
- d. An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the said hazardous chemical substances;
- e. Hazardous chemical substances containers be clearly marked as to the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the hazardous chemical substances on the list indicated above;
- f. No person eats or drinks in an area where hazardous chemical substances are stored or utilised; and
- g. Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.

#### **5.11 Storage of flammable and hazardous chemicals (Hazardous Chemical Substances Regulations)**

See paragraphs 5.9 and 5.10 above.

#### **5.12 Fire prevention and protection**

The contractor must ensure that:

- a. The risk of fire is avoided.
- b. Sufficient and suitable storage of flammables is provided.
- c. All employees are instructed in the use of the fire fighting equipment and know how to attempt to extinguish a fire;
- d. A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;
- e. Employees are informed regarding emergency evacuation procedures and escape routes;
- f. Emergency escape routes are kept clear at all times and clearly marked;
- g. Evacuation assembly points are demarcated and made known to employees;
- h. Evacuation is regularly practiced to ensure that all persons are evacuated timeously and;
- i. Roll call is held after evacuation to account for all employees and to ensure that no-one including visitors and disabled persons have been left behind; and
- j. A clearly audible, to all persons on site, siren or alarm is fitted and regularly tested.

**5.13 Housekeeping (Construction Regulation 27)**

The contractor must ensure that:

- a. Housekeeping is continuously implemented and maintained;
- b. Materials and equipment are properly stored;
- c. Scrap, waste and debris are removed off site regularly;
- d. Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- e. An unimpeded work space is maintained for every employee; and
- f. Every workplace is kept clean, orderly and free of tools and the likes that are not required for the work being done.

**5.14 Stacking and storage (Construction Regulation 28)**

The contractor must ensure that:

- a. A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- b. Adequate storage areas are provided and demarcated;
- c. The storage areas are kept neat and under control;
- d. The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- e. The items in the lower layers can support the weight exerted by the top layers;
- f. Cartons and other containers that may become unstable due to wet conditions are kept dry;
- g. Pallets and containers are in good condition and no material is allowed to spill out;
- h. The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector of the Department of Labour has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead or off the stack and no items may overhang);
- i. The articles that make up a single tier are consistently of the same size, shape and mass;
- j. Structures for supporting stacks are structurally sound and able to support the mass of the stack;
- k. No articles are removed from the bottom of the stack first but from the top tier first;
- l. Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him or her;
- m. Stacks that are in danger of collapsing are broken down and restacked;
- n. Stability of stacks are not threatened by vehicles or other moving plant and machinery;
- o. Stacks are built in a header and stretcher fashion and that corners are securely bonded; and
- p. Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.



**5.15. Personal and other protective equipment (Sections 8, 15 and 23 of the OHSACT)**

The contractor is required to proactively identify the hazards in the workplace and deal with them on an ongoing basis. He/she must either remove them or, where impracticable take steps to protect employees and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply re-engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.

Where it is not possible to create an absolutely safe and healthy workplace the principal contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the principal contractor maintain the said equipment that he/she instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s in a consistent and correct manner.

Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other valid reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed but an alternative solution has to be found that may include relocating the employee.

The contractor may **not charge any fee** for protective equipment prescribed by him or her **but may charge for equipment under the following conditions:**

- Where the employee requests additional issue in excess of what is prescribed;
- Where the employee has blatantly abused or neglected the equipment leading to early failure; and
- Where the employee has lost the equipment.

**Please note:** Bullet points two and three above should form part of a formal disciplinary process, i.e. following a disciplinary hearing.

**5.20 Portable electrical tools and equipment (Electrical Machinery Regulation 9)**

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etcetera. In addition, electrical appliances such as fridges, hotplates, heaters, and etcetera must be inspected regularly but at least on a weekly basis and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing;
- Inspection results must be recorded in a register;

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- Only competent authorised persons are allowed to use portable electrical tools and equipment; and
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment.

This equipment -

- Must be maintained in good condition at all times to prevent an electrical shock to the user;
- The main source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and
- All equipment must be fitted with a switch to allow for safe and easy starting and stopping.

#### **5.21 Public health and safety (Section 9 of the OHSACT)**

The contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes among others:

- a. Non- employees entering the site for whatever reason.
- b. The surrounding community; and
- c. Passers by the site.

Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are always protected.

All non-employees entering the site must receive site applicable induction into the hazards and risks and the control measures for these.

The site should be hoarded with Green Safety Net to separate construction activities and personnel.

#### **5.22 Welding, flame cutting or similar operations**

Should any welding work be undertaken as part of emergency repairs to plant and equipment on site or as part of the construction activities, such as to repair/move the access gate, the principal contractor must ensure that:

- 5.22.1 A competent person will be appointed to supervise welding, flame cutting or similar operations on site.
- 5.22.2 The following rules will govern all welding and flame cutting or similar operations:
  - a. The welder will be trained regarding the safe use/operation of the equipment.
  - b. The welder and his assistant will be provided with effective and appropriate personal protective equipment and/or clothing.
  - c. Cables and electrode holders will be effectively insulated.
  - d. The workplace will be effectively screened off to prevent bystanders from being affected by the welding rays or they will be provided with personal protective equipment.

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- e. Special precautions will be taken where welding is undertaken in confined spaces e.g. proper and sufficient ventilation will be provided.
- f. In wet or damp conditions, the welding equipment and the welder will be properly insulated and someone will be on standby to assist in the event of any emergency.
- g. A qualified person will certify in writing that it is safe to enter and work in a specific confined space before welding or flame cutting is undertaken.
- h. No welding, flame cutting, grinding, soldering or similar work shall be undertaken in respect of any drum, vessels or similar object or container where such object or container-
  - is completely closed, unless the rise in internal pressure cannot render it dangerous; or
  - Contains any substance which, under the action of heat may explode or react to form dangerous or poisonous substances.
- i. Where pressure vessels/welding cylinders containing oxygen or acetylene are transported or used, the proper precautionary measures will be taken against bumping, falling, rolling etcetera.
- j. Gas welding hoses may only be joined with approved connectors and clamps.
- k. No oil or grease may be applied to oxygen valves and fittings.
- l. It is a sound practice to store pressure vessels and/or welding cylinders vertically and to secure them by means of a chain.
- m. Acetylene cylinders may never be inclined in excess of 45°.
- n. Proper and adequate fire prevention measures will be instituted and maintained for as long as the welding continues.
- o. Where explosive and/or flammable vapours are present welding will only be done under “hot work” permits.

**6. Health and safety policy**

The contractor must provide the Client, as an annexure to the health and safety plan, with a detailed health and safety policy outlining the contractor's stance on and principles adopted for health and safety.

**7. Cost for health and safety measures during the construction process**

To enable the Client to comply with Construction Regulation 5(1) (g), all potential contractors submitting tenders/bids have to demonstrate to the Client that sufficient provision has been made for the cost to implement and maintain the health and safety plan proposed by the contractor to meet the requirements of this health and safety specification as well as that of the OHSACT and its Regulations.

A detailed schedule of costs has to be included in the health and safety plan submitted as part of the potential contractor's tender document. Failure by the contractor to adhere to this requirement will force the Client to reject the tender/bid in terms of Construction Regulation 5(1) (h).

**8. Non – Conformances**

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Should at any given moment the works or part of the works be stopped due to unsafe conditions, unsafe acts or non-compliance with employers or PC's H & S Plan; neither the PC nor any other contractor shall have a claim for extension of time or any other compensation.

***The following are non-compliances that will attract penalties during the implementation of this project:***

<b>Minor Penalty: R200/count</b>	<b>Medium: Penalty: R1000/count and non-conformance</b>	<b>Severe Penalty: Penalty of R5 000, 00/count a non-conformance and / or activity stoppage.</b>
Non-use of PPE supplied / or lack of supplying PPE to employees free of charge.	Toilets not supplied or regularly serviced, lack of drinking water or soup, hand sanitizers and respirators to prevent the spread of corona virus.	Contractor working without the approved health and safety plan
Non Completion of registers for plant and equipment on site.	Contractor not conducting OHS internal Audits.	Workers transported in contravention of the OHS plan or legal requirements. Employees may not be transported with a bakkie that carries construction equipment's such as wheelbarrows, spades and generators.
Lack of health and safety signage work areas	Working without training or the appropriate health and safety method statements	Working with expired Letter of Good Standing.
Tools and equipment identified to be in poor condition during inspections, 2 x same deviation will lead to a penalty on the third time.	Legal non-conformance identified during the previous audit and not addressed within the agreed time frame will attract a penalty on the next audit meeting.	Scaffolding not erected in line with the requirements of SANS 10085-12004.
	Allowing employees to commence work without the Valid Medical Certificates of fitness issued by Occupational Health Practitioner.	Fall protection harness not tied in / not hocked in or not worn.
		Any breach of legal requirements
		Allowing workers to commence construction activities without providing them with site specific induction training which informs employees about the risks and hazards associated with their tasks.

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**ANNEXURE A**  
**NON-CONFORMANCES**

HEALTH AND SAFETY SITE INSPECTION		
NON-CONFORMANCE NO		
<b>AGENT:</b>		<b>PROJECT:</b>
<b>Consultant:</b>		<b>Date and time:</b>
<b>Client</b>		<b>Area:</b>
<b>Contractor:</b>		
<b>ASPECTS NOTED:</b>	<b>COMMENTS:</b>	<b>COMPLETION REQUIRED BY (DATE):</b>
	•	
	•	
	•	
	•	
	•	
<b>PHOTOGRAPHIC EVIDENCE (if available):</b>		
<b>OTHER:</b>		
The following penalties are to be applied:		
<b>Signature: H&amp;S Officer</b>		
<b>Signature: H&amp;S Agent</b>		

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## ANNEXURE B

# CONTRACTORS WEEKLY HEALTH AND SAFETY REPORT

**(To be submitted by the end of the first week of each month and be available with each audit)**

<b>CONTRACT NUMBER:</b>		<b>PROJECT NAME:</b>	<b>CONTRACT DETAILS:</b>
<b>1</b>	<b>GENERAL ACTIVITIES FOR THE WEEK</b>  (detail each area of work)		
<b>2</b>	<b>NUMBER OF WORKERS</b> (permanent and local, contractors)		
<b>3</b>	<b>TRAINING DONE</b> (supplier, no of people, type)		
<b>4</b>	<b>INCIDENTS / ACCIDENT</b>  (list number and details, attach reports)		
<b>6</b>	<b>NON-CONFORMANCES</b> (closed out or active)		
<b>7</b>	<b>CONTRACTORS</b> (list, approval status)		
<b>8</b>	<b>AUDITS COMPLETED</b> (internal and external)		
<b>9</b>	<b>CRITICAL ISSUES</b>		

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF  
INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO  
HEALTH DISTRICT

10	GENERAL	

**Health and Safety Officer:** \_\_\_\_\_

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

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

**Construction Manager:** \_\_\_\_\_

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

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

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF  
INDUSTRIAL LAUNDRY EQUIPMENT FOR CECILIA MAKHIWANE HOSPITAL @ BUFFALO CITY METRO  
HEALTH DISTRICT

**DOCUMENT CONTROL SHEET**

<b>Revision</b>			
<b>Drafted By</b>	<b>Date:</b> <b>09/06/2023</b>	<b>Name:</b> <b>S NTLONGWENI</b>	<b>Signature:</b>
<b>Recommended by: Programme Manager</b>	<b>Date:</b> <b>09/06/2023</b>	<b>Name:</b> <b>L MDINGI</b>	<b>Signature:</b>
<b>Approved By: Specification Committee</b>	<b>Date:</b> <b>09/06/2023</b>	<b>Name:</b> <b>Z GEORGE</b>	<b>Signature:</b>
<b>Advert Approved By:</b>	<b>Date:</b> <b>09/06/2023</b>	<b>Name:</b> <b>P MTHELELI</b>	<b>Signature:</b>