



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

KZN Health Intranet



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AdvertQuote



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 2021-03-10

Closing Date: 2021-03-19

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Benedictine hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Systems

Date Submitted: 2021-03-10

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
Ben 459 / 20-21

Item Category: Services

Item Description: 1.Cleaning and maintenance of buildings (Wards & Offices)
2.Supplier must be registered with bargaining council
3. Six months contract

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Both

Date : 2021-03-15

Time: 11:00am

Venue: Sister's lounge

QUOTES CAN BE COLLECTED FROM: download from website

QUOTES SHOULD BE DELIVERED TO: deposit in the tender box next to PRO office only

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Phakathi AA

Email: phiwayinkosi.gumede@kznhealth.gov.za

Contact Number: 035 831 7062

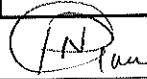
3/10/2021

Supply Chain Management - AdvertQuote

Finance Manager Name:

Mrs PN Gumede

Finance Manager Signature:



No late quotes will be considered

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- 2.1. Full Name of bidder/representative..... 2.4. Company Registration Number:
- 2.2. Identity Number: 2.5. Tax Reference Number:
- 2.3. Position occupied in the Company (director, trustee, shareholder²):..... 2.6. VAT Registration Number:

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. [TICK APPLICABLE]

2.8. Are you or any person connected with the bidder presently employed by the state?

YES	NO
-----	----

2.8.1. If so, furnish the following particulars:
 Name of person / director / trustee / shareholder/ member:
 Name of state institution at which you or the person connected to the bidder is employed:.....
 Position occupied in the state institution:Any other particulars:.....

2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES	NO
-----	----

2.8.2.1. If yes, did you attach proof of such authority to the quote document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)

2.8.2.2. If no, furnish reasons for non-submission of such proof:

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES	NO
-----	----

2.9.1. If so, furnish particulars:.....

2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote?

YES	NO
-----	----

2.10.1. If so, furnish particulars:.....

2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote?

YES	NO
-----	----

2.11.1. If so, furnish particulars:.....

2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES	NO
-----	----

2.12.1. If so, furnish particulars:.....

3. Full details of directors / trustees / members / shareholders.

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

4 DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Name of bidder Signature Position Date
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¹"State" means –

- | | |
|---|---|
| a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); | c) provincial legislature; |
| b) any municipality or municipal entity; | d) national Assembly or the national Council of provinces; or |
| | e) Parliament. |

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:
- (i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
- 3.4. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3.6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Late quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. 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.

14. TERMINATION FOR DEFAULT

- 14.1. 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:
 - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. 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.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

15. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all quotes invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all quotes:

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

1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this quote shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this quote is allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

(Tick applicable box)

7.1 Will any portion of the contract be sub-contracted?

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES	
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS.....



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

BENEDICTINE HOSPITAL

SPECIFICATION/BRIEF

SPECIFICATION APPLICABLE TO THE CONTRACT FOR THE STANDARD CLEANING AND DAY TO DAY DOMESTIC MAINTENANCE OF THE BUILDING /WARDS/OFFICES.

(6)SIX MONTHS CONTRACT FROM APRIL 2021 TO SEPTEMBER 2021.

PERSONNEL REQUIRED - 20

1. HOURS OF ATTENDANCE

Cleaning staff employed for the purposes of the contract must be in attendance seven (5) days per week Monday to Friday, between the hours: 07:30 AM TO 16:00 PM.

NB: Inclusive nights Monday to Friday. Time 19h00 PM to 05h00 AM.

2. BUILDINGS

2.1 Includes all structures given and planned per week or day.

3. CLEANING OF BUILDINGS AND IT'S CONTENTS

- 3.1 Buildings/areas as defined at the site meeting must be cleaned daily. All floors must be swept and/or mopped and the surfaces of all furniture and equipment, rails and low window ledges dusted. Internal walls must be spot cleaned weekly and monthly wet wiped down using a cleaning agent and dried.
- 3.2 High level dusting must be undertaken once monthly and shall mean the dusting of surfaces above 2 metres from the floor and includes light fittings, blinds, high window ledges, burglar guards, cupboard tops and beams. Where walls are bagged or the surface is prone to collecting dust, such walls, within the building, must be dusted once a month. External walls must be hosed down.
- 3.3 Name plates, window handles, window regulators, chrome plated and aluminium/copper/brass door handles must be dumped wiped down once a week and polished with a cleaning agent once a month.
- 3.4 All inside facing window panes must cleaned using a cleaning agent once fortnightly. Outfacing panes must be cleaned by using a squeegee once fortnightly.
- 3.5 Door mats must be dusted out daily. Carpets in high traffic areas must be vacuumed daily. Carpets in low traffic areas must be vacuumed twice weekly. Spots and stains must be removed as necessary or when so directed by Centre Management. Restorative cleaning of carpets must be undertaken every six months.

3.6. Blocked waste pipes, catch pits, traps, washbasins, urinals and toilet bowls must be immediately reported to the Maintenance Engineer of the Centre in writing. Leaking taps, urinals and cisterns must also be brought to the attention of the Maintenance Division at the Centre in writing.

3.7. **VERANDAHS:** Verandas must be swept daily, polished monthly and buffed weekly.

3.1.9 FLOOR SURFACES

RESILIENT FLOORS (P.V.C. TILES, VINYL, LINOLEUM, SEALED WOOD ETC.)

- i. Resilient floors in high and low traffic areas must be treated by removing dust with a dry mop or cloth sweeper on a daily basis. Damp mopping for soilage using a cleaning agent must occur fortnightly. Spray clean and burnish the floor once a week. Light scrub, apply non-slip maintenance coat and buff floor monthly. Strip clean, reseal with non-slip polish and buff every six months.
- ii. Hard floors (ceramic, marble, granite, brick, concrete etc.) in high and low traffic areas must be treated by removing dust with a dry mop or cloth sweeper on a daily basis. Damp mopping for soilage using a cleaning agent must occur fortnightly. Spray clean and burnish once a month where possible.

3.1.10 TOILETS, BATHROOMS AND CHANGEROOMS

(i) Basins

Daily, wet wipe with hard surface cleaner and rinse. On a weekly basis remove mineral deposits and other foreign bodies.

(ii) Baths

Wet wipe with hard surface cleaner four times a day and rinse. Wet wipe taps and remove mineral deposits daily.

(iii) (A) Lavatories including (b) urinals

- a. Remove soilage from bowl and under flush rim with hard surface cleaner and a brush on a daily basis. Weekly remove mineral deposits. Using a recognised disinfectant, wet wash seat and lid, cisterns and pipes four times daily. Wet wipe doors and walls with a recognised disinfectant once weekly.
- b. Daily, wet wipe and dry pipes and flushing mechanisms. Wet mop step of floor at urinal with recognised disinfectant twice daily. Remove mineral deposits from gullies and drains weekly.

(iv) Sinks

Always and daily wet wipe with hard surface cleaner and rinse.

(v) Showers

Daily, remove fats and grease from walls, doors and floors using hard surface cleaner. Once on daily basis and disinfect showers using a recognised disinfectant.

3.1.11 OTHER SERVICES

- I. Bannisters/hand rails - wet wipe daily. Ceilings to be dusted and air vents to be wet once a week. Cloth chairs must be vacuumed fortnightly and spot cleaned as required.
- II. Vinyl and leather chairs must be dusted daily and dampened wiped .
- III. All courtyards must be swept on a weekly basis. Litter must be removed daily.
- IV. Curtains will be washed or dry cleaned by the Centre. When so directed, the Contractor will remove and re-hang.
- V. Desks - natural/unsealed wood must be dusted daily and polished once weekly. Sealed wood/glass/formica must be dusted daily and polished once weekly.
- VI. Door - finger marks on glass and push plates in doors must be removed daily. Door knobs and handles must be dampened wiped with a recognised disinfectant and dried. Weekly.
- VII. Hand-rails must be dampened wiped daily. The side panels must be dampened wiped daily using a recognised disinfectant. All dust and litter in the treads must be cleaned out daily.
- VIII. Heaters must be dusted weekly.
- IX. Lamps must be dusted daily and dampened wiped weekly.
- X. Lights must be dusted weekly.
- XI. Light switches must be dampened wiped daily.
- XII. Mirrors must be polished with a glass cleaner weekly.
- XIII. Partitions must be spot cleaned as necessary. Wet wipe washable surfaces biweekly and clean glass with glass cleaner.
- XIV. Picture frames must be dusted by weekly. Damp wipe frames and clean glass.
- XV. Power skirts must be dampened wiped.
- XVI. Railings must be dampened wiped weekly.
- XVII. Rubbish bins situated within the building must be emptied and dampened wiped daily. Disinfect weekly.
- XVIII. Shelves that are empty must be dusted weekly.
- XIX. Window sills must be dusted daily and dampened wiped weekly.
- XX. When so directed by the Centre Management, the Contractor must move furniture and equipment for the purposes of cleaning and re-location.

SCOPE OF CONTRACT

1. The scope of the contract is as per the specification and other documents making up the tender.

2. COMMENTS: _____

MACHINERY AND MANNING REQUIREMENTS

The company must itemise the machinery/other equipment that their company will utilise at the Centre to Successfully execute the contract.

MACHINERY/EQUIPMENT QUANTITY

The institution has determined that 20 workers are needed by the company to successfully execute the CONTRACT.

VICARIOUS LIABILITY

To the contractor

RE: Vicarious liability [transfer of the occupational health and Safety act 85 of 1993]

Section 37 (1)(2) of the Occupational Health and Safety Act 85 of 1993 states:

“ the provisions of subsection (1) shall mutates mutandis apply in the case of a man datary of any employer or user, except if the parties have agreed in writing to the agreements and procedures between them to ensure compliance by the mandatory with the provision of this act.

Definition of mandatary includes an agent contractor or a sub-contractor for work.

Referring to the above section 37(1)

The Benedictine Hospital in written agreement hereby transfer the Occupational Health and Safety act 85 of 1993 over to you.

You the contractor will therefore take all steps reasonable practicable to ensure the health and safety of all your employees.

If you fail to comply with the occupational Health and safety act 85 of 1993 section 37 (3) of the act will apply.

Section 37(3) states

“Whenever any employee or mandatory of any employer or user does or omits to do an act which would be an offence in terms of this act for the employer or any such user to do or omit to do, he shall be liable to be convicted and sentenced in respect thereof”

The contractor [mandatory] performing work shall adhere to the following conditions:

1. **SHE: Safety, Health and Environment**

The contractor shall be responsible for

- The health and safety of his/her own employees including the provision of personal protective attire.
- The health and safety of any persons on his/ her work site
- The preservation of the environment.
- Reducing various types of pollution including noise levels and atmospheric emissions.

2. **Medical surveillance**

- The Contractor shall ensure that all his/her employees are under medical surveillance.
- The employees shall undergo medical surveillance as follows: pre - employment medical assessment within 14 days of employment, periodical medical assessment (during the course of employment), Exit medical surveillance (when a person is resigning, retiring or evacuating to another post)

3. **Symbolic signage**

The contractor shall ensure that appropriate safety signs are displayed to warn all persons of potential dangers e.g. no entry, slippery floors etc.

4. **Security**

The contractor shall obey the security regulation of this institution. Disturbance of the peace, trading in alcohol and drugs, smoking, and reckless driving are prohibited.

5. The contractor must ensure that the machinery and equipment brought onto the premises is at all times, free of risks to health and safety and complies with the requirements laid down in the OHSA and regulations.
6. The safety officer has the authority to inspect any of the contractor's plant, machinery and equipment as may be desired.
7. The contractor must ensure that all site employees are trained to work in a safe and healthy manner.
8. Running and horseplay is prohibited on the premises.
9. Minor first aid requirements should be provided by the contractor. Should these prove to be inadequate, e.g. in the event of a major injury, the hospital will be available.
10. All exit doors, fire escape routes, walkways, stairways and stair landings etc. must be kept free of obstructions and at no time be used for work or storage purposes.
11. Bonfires are not permitted on our premises.
12. No fire hose reels or fire extinguishers shall be used other than for firefighting.
13. The hazardous chemical substances must be stored in a lockable cupboard and kept locked. The MSDS must be kept on site.
14. All accidents, incidents and injuries as well as unsafe acts and conditions observed by an employee are to be reported promptly to their immediate supervisor not later than the end of the shift.
15. The contractor must be registered and in good standing with the compensation commissioner.
16. Employees are prohibited from arriving at work or remaining at work when their ability to perform the job safely is impaired for any reason.
17. Employees shall actively participate in the institutions safety program, including attendance at training sessions.
18. The contractor must make good any shortcomings in the standard of his own work or with regards to his health and safety provisions, at his own expense, and failing this, the institution will rectify them for the contractor and debit the amount to the contract price.
19. The institution will be glad to assist contractors in any way possible to facilitate the safe and healthy execution of the work involved and in the mutual interest of both parties.

DECLARATION BY THE CONTRACTOR

We (Contractor)

Hereby accept and agree to abide to the

a) Occupational Health and Safety Act 85 of 1993 and Regulations.

b) The conditions laid down by the institution Benedictine hospital)

To oversee occupational health and safety at our work sites we appoint

as a health and safety representative.

We are registered with the compensation commissioner our registration number

Designation	Name	Signature	Date
Systems Manager			