



APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE PROVISION OF GARDEN SERVICES AND GROUND MAINTENANCE FOR THE PERIOD OF THREE YEARS (36 MONTHS) AT THE NORTH WEST PROVINCIAL LEGISLATURE.

TENDER NUMBER : NWPL02/25/26

CLOSING DATE : 04 NOVEMBER 2025

CLOSING TIME : 11H00 am

DATA SHEET FOR TENDERERS

CONTRACT DESCRIPTION	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE PROVISION OF GARDEN AND GROUND MAINTENANC FOR THE PERIOD OF THREE YEARS (36 MONTHS) AT THE NORTH WEST PROVINCIAL LEGISLATURE
TENDER CLOSING DATE:	04 NOVEMEBR 2025
OWNER	NORTH WEST PROVINCIAL LEGISLATURE
ADDRESS	NORTH WEST PROVINCIAL LEGISLATURE BUILDING, DR JAMES MOROKA DRIVE, MMABATHO 2735
TENDER DOCUMENT LOCATION	www.nwpl.gov.za
OPEN FOR ACCEPTANCE:	90 DAYS FROM TENDER CLOSING
COMPULSORY BRIEFING MEETING:	COMPULSORY BRIEFING SESSION WILL BE HELD AT 11H00AM ON THE 16 OCTOBER 2025 AT THE NORTH WEST PROVINCIAL LEGISLATURE BUILDING, COMMITTEE ROOM 1, DR JAMES MOROKA DRIVE, MMABATHO 2735. FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION WILL AUTOMATICALLY DISQUALIFY POTENTIAL BIDDERS

LT

INVITATION TO BID

BID NO NWPL02/25/26 : APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE PROVISION OF GARDEN AND GROUND MAINTENANCE FOR THE PERIOD OF THREE YEARS (36 MONTHS) AT THE NORTH WEST PROVINCIAL LEGISLATURE.

1. Bidding Procedure

1.1. You are hereby invited to bid for the abovementioned bid. Kindly receive the attached documents for full completion and to be returned with the bid documents as follows:

- SBD 1. Invitation to Bid
- SBD 4. Declaration of Interest form
- SBD 6.1 Claim Form in terms of the Preferential Procurement Regulations of 2022
- SBD 7.2. Contract Form – Rendering of Service
- SBD 8 - Declaration of Bidder's past supply chain management practices
- SBD 9 (Certificates of Independent Bid Determination)
- The conditions contained in the General Condition of Contract GCC, as well as any special conditions relating to this bid is applicable.

1.2. Duly completed and signed documents must be put in a clearly marked envelope with the following information;

Bid No NWPL02/25/26
Closing date 04 NOVEMBER 2025
Closing time 11H00am

1.3. No telegraphic or facsimile bids will be considered.

1.4. The NWPL reserves the right to accept the bid in whole or in part and does not bind itself to accept the lowest or any bid.

1.5. For more information on the technical specifications please contact

Technical : Mr Mononotshi Mongwaketsi @ 018 392 7604/7000
Bid Info : Mr. Tiroyaone Setuki @ 018 392 7000
 : Mr Kagiso Metsileng @ 018 392 7000

1.6. There will be a **compulsory briefing session** for the tender on the **16 October 2025 at 11h00am**, NWPL Building, Ground Floor, Committee Room No 1. ***Bidders who will be attending the compulsory briefing session are advised to bring along their identity documents to be allowed into the building.***



2. Enquiries received after 14:00 on the will not be attended to.
3. The bid will close on the **04th Novemeber 2025 at 11h00am.**
4. The Tender box is situated on the ground floor of the Legislature Building:

North West Provincial Legislature Building

Dr James Moroka Drive

Mmabatho

2735

4.1. **BID REQUIREMENTS:**

- 4.1.1. Late bids will not be considered
- 4.1.2. Validity Period is ninety (90) days.
- 4.1.3. All bids must be quoted in SA Rand value
- 4.1.4. All relevant documents must be completed in ink signed and initialized of page
- 4.1.5. Use of correction pen (*tippex*) and pencil in the bid document will render the document invalid.
- 4.1.6. Cancellations made in the bid documents should be endorsed by signature of the relevant signatory.

5. **EVALUATION CRITERIA**

- 5.1. Evaluation Phase One – Returnable Documents
- 5.2. Evaluation Phase Two – Mandatory Requirements
- 5.3. Evaluation Phase Three – Functionality
- 5.4. Evaluation Phase Four – 80/20 Preference Points

1.1

5.1.1. PHASE 1 – RETURNABLE DOCUMENTS

Bids received will be verified for completeness and correctness. The North West Provincial Legislature reserves the right to accept or reject a bid based on the completeness and correctness of the documentation and information provided.

Bidders are to ensure that they submit the following documentation/information with their bid.

DOCUMENT	COMMENTS
Original Tender Document Issued	Completed and <i>initialize each page</i>
SBD 4 (Declaration of Interest)	Completed and signed
SBD 6.1 (Preferential Procurement Point)	Completed and signed
SBD 7.1 (Contract Form – Rendering of Services)	Completed and signed
SBD 8 (Declaration of Bidder's past supply chain management practices)	Completed and signed
SBD 9 (Certificates of Independent Bid Determination)	Completed and signed
Valid Certified Copies of ID(s) Directors or Main Shareholders	Submit
Valid Tax Compliance Status with PIN	Submit
Completed and Signed Form of Offer and Acceptance	Completed and signed
Complete Bill of Quantities filled in clearly legible and in permanent ink	Completed and signed

5.1.2. PHASE 2 - MANDATORY REQUIREMENTS /LEGAL REQUIREMENTS

Individual or Joint Venture (JV), companies must ensure that the following documents are attached:

5.1.2.1. Valid Company Registration Certificate (CIPC)

5.1.2.2. Minimum Required CIDB Grading **3SH** or Higher

5.2.3. Signed Letter of Intent to enter into Joint Venture, Consortium or to Sub contract (Where applicable)

5.2.4. Authority of Lead partner to sign the documents for JVs (where applicable)

5.2.5. Valid Certified: Certificate of Good Standing Compensation Commissioner

5.2.6. Valid Certified: Proof of Insurance Cover (Public Liability) to the Value of R2 Million rand

PLEASE NOTE: PROPER CERTIFICATION OF DOCUMENTS MEANS:

- A copy of the original document must be certified with an original certification stamp. No Certified copies of copies will be accepted
- Certification must be signed by a registered commissioner of oaths, or at the police station, it must be dated, and the date stamp must not be older than six (6) months.
- **SHOULD THE ABOVE DOCUMENTS NOT BE ATTACHED, YOUR BID WILL BE DECLARED INVALID.**

L.I

5.1.3. PHASE 3: FUNCTIONALITY

A. The Functionality Weighting Applicable to this BID

Functionality may only be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

No	FUNCTIONALITY CRITERIA-TENDER RATING MATRIX		A	B	C
			WEIGHT	MAXIMUM SCORE	TENDER SCORE
1	Skills and Capacity to Deliver	Key personnel for the project i.e., Site Manager or Project Manager with relevant tertiary qualification and experience in Project Management (CV with certified copies of qualifications and professional registration must be attached) • <i>Proof of Relevant Tertiary Qualification – Submitted = 5; Not Submitted = 0</i> • <i>Proof of Registration with Relevant Professional Body – Submitted = 5; Not Submitted = 0</i> • <i>Relevant Experience - {0 - 4yrs = 1; 5 - 9yrs = 3; 10yrs and above = 5}</i> <i>Experience of personnel will not be considered, if a detailed CV is not attached and the accompanying relevant tertiary qualifications</i>	15	40	
		Key personnel for the project i.e., Landscaper or Horticulturist or Architect with relevant tertiary qualification and experience in Landscaping or /Horticulture or Architecture (CV with certified copies of qualifications must be attached) • <i>Proof of Relevant Tertiary Qualification – Submitted = 5; Not Submitted = 0</i> • <i>Proof of Registration with Relevant Professional Body – Submitted = 5; Not Submitted = 0</i> • <i>Relevant Experience - {0 - 4yrs = 1; 5 - 9yrs = 3; 10yrs and above = 5}</i> <i>Experience of personnel will not be considered, if a detailed CV is not attached and the accompanying relevant tertiary qualifications</i>	15		

L.T

		Key personnel for the project Qualified Safety Officer with relevant qualification and experience in OHS (CV with certified copies of relevant qualifications must be attached) • <i>Proof of Relevant Tertiary Qualification – Submitted = 5; Not Submitted = 0</i> • <i>Relevant Experience - {0 - 4yrs = 1; 5 - 9yrs = 3; 10yrs and above = 5}</i> <i>Experience of personnel will not be considered, if a detailed CV is not attached and the accompanying relevant tertiary qualifications</i>	10		
2	Company work experience (Please provide Appointment Letter/Signed Order; Signed Practical Completion Certificate and Value)	3 or more successfully completed projects in Garden Services and Ground Maintenance <i>Appointment Letters OR Purchase Orders and supported by Contactable signed reference letters must be attached.</i> • 3 Completed Projects • Project Values: < R500 000 = 1 Point > R500 000 but < R1 000 000 = 2 Points > R1 000 000 but < R2 000 000 = 3 Points > R2 000 000 = 4 Points	12	12	
		2 successfully completed projects in Garden Services and Ground Maintenance <i>Appointment Letters OR Purchase Orders and supported by Contactable signed reference letters must be attached.</i> • 2 Completed Projects • Project Values: < R500 000 = 1 Point > R500 000 but < R1 000 000 = 2 Points > R1 000 000 but < R2 000 000 = 3 Points > R2 000 000 = 4 Points	8		

		1 successfully completed projects in Garden Services and Ground Maintenance. <i>Appointment Letters OR Purchase Orders and supported by Contactable signed reference letters must be attached.</i> 1 Completed Projects Project Values: < R500 000 = 1 Point > R500 000 but < R1 000 000 = 2 Points > R1 000 000 but < R2 000 000 = 3 Points > R2 000 000 = 4 Points	4		
3	Bank Rating (Tenderer must provide proof from the bank)	The bank certificate with stamp or downloaded bank certificate with stamp; <i>within 3 months from date of tender.</i> A – rating	10	10	
		The bank certificate with stamp or downloaded bank certificate with stamp; <i>within 3 months from date of tender.</i> B – rating	8		
		The bank certificate with stamp or downloaded bank certificate with stamp; <i>within 3 months from date of tender.</i> C – rating	6		
		The bank certificate with stamp or downloaded bank certificate with stamp; <i>within 3 months from date of tender.</i> D – rating	4		
		The bank certificate with stamp or downloaded bank certificate with stamp; <i>within 3 months from date of tender.</i> E & F – rating	2		
		Bank certificate with stamp not attached	0		

4	Company Registration with	Registration with the South African Landscapers Institute (SALI) <i>Proof of Registration with Professional Body – Submitted = 8; Not Submitted = 0</i>	8	8	
5	Methodology (The Company' s methodology should include but not limited to the following:)	Detailed Maintenance Plan relevant to the Scope of Work . The Maintenance Plan must demonstrate the Tenderer's approach and allocation of resources to achieve activities within the prescribed timeframes. Attached a Maintenance Plan			
		Good (Submitted a comprehensive maintenance plan that is easy to understand and covers all aspects of the scope of work (e.g., mowing, pruning, weeding)	30	30	
		Acceptable (Methodology demonstrate a understanding of the project's specific requirements and the client's objectives).	20		
		Poor (Provided a Maintenance Plan but details are missing).	10		
		Unacceptable (Does not demonstrate basic planning techniques & capabilities).	0		
Total Score (100%)				100%	

BIDDERS NEED TO REACH A MINIMUM OF (70) TO QUALIFY TO THE NEXT STAGE OF EVALUATIONS

2-1

5.1.4. PHASE 4: PRICE AND PREFERENCE POINTS

The bid will be evaluated on Price and Specific Goals., where 80 points will be allocated for price and 20 points allocated for Specific Goals status level. Bidders must qualify on all phases to be considered for this final phase. The bidder who is awarded the highest points on price and Specific Goals at this stage will be awarded the bid.

1	PRICE				80
2	SPECIFIC GOALS	POINTS	EVIDENCE REQUIRED	POINTS	20
3	HDI Goals			10	
	Black	5	ID /CSD Report		
	Women (51%)	3	ID Document		
	Disabilities	2	Medical Certificate /CSD Report		
4	LOCALITY				
	Enterprise Located in North West Province	5	CIPC Certificate/CSD/Lease Agreement	5	
5	RDP Goal			5	
	Promotion of Youth	5	ID Document		
6	TOTAL				100

The North West Legislature is a National Key Point, and as such the awarded bidder and key personnel will undergo security screening and vetting.



ADV.L. I NETSHITUMBU
SECRETARY OF THE NORTH WEST PROVINCIAL LEGISLATURE


DATE

NOTICE AND INVITATION TO TENDER

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE PROVISION OF GARDEN AND GROUND MAINTENANCE FOR THE PERIOD OF THREE YEARS (36 MONTHS) AT THE NORTH WEST PROVINCIAL LEGISLATURE		
Tender no:	NWPL02/25/26.		
Advertising date:	06 OCTOBER 2025	Closing date:	04 NOVEMBER 2025
Closing time:	11:00 am	Validity period:	90 days

It is estimated that tenderers should have a CIDB contractor grading designation of **3SH** or higher. Tenderers shall be required to demonstrate that they will have in their employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel.

Only tenderers who are responsive to the following responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed, and signed in ink (All as per Standard Conditions of Tender).
☒	Submission of Form of Offer and Acceptance.
☒	Submission of applicable Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm/consortium / joint venture.
☒	Submission of Preference points claim form in terms of the Preferential Procurement Regulations 2022
☒	Submission of Particulars of Tenderer's Projects.
☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
☒	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
☒	Use of correction fluid is prohibited
☒	1. All Forms in the tender document must be original, and NOT photocopies. 2. Bidders to submit CSD report for all subcontractors.

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

L.I.

☐	An EME or QSE
☒	A tenderer subcontracting a minimum of 30% to: ☒ An EME or QSE which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are youth ☐ An EME or QSE which is at least 51% owned by black people who are women ☐ An EME or QSE which is at least 51% owned by black people with disabilities ☐ An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships ☐ A co-operative which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are Military veterans ☐ An EME or QSE;

This bid will be evaluated according to the preferential procurement model in the PPPFA:

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
---	--	--

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system. (To be used in instances where the estimate cannot be reasonably determined or when one is unsure as to what the market price may be).

Note: Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

EVALUATION CRITERIA

A. Tender Eligibility in respect of CIDB Registration:

Contractors who have a contractor grading designation equal to or higher than a contract grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industrial Development (CIDB) Regulations, for a **3SH** class of Construction work, and Joint Ventures are eligible to submit tenders provided that:

1. Every member of the Joint Venture is registered with the CIDB
2. The lead partner has a contractor grading designation in the **3SH** class of construction work, and
3. The combined contractor grading designation calculated in accordance with the Construction Industrial Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industrial Development Regulations, for a **3SH** class of Construction work

1.1

Collection of tender documents

☒ Bid documents are available for free download on NWPL Website, Procurement, Tender
<https://nwpl.gov.za/>

Site inspection meeting

A pre-tender site inspection meeting will be held in respect of this tender.

Attendance of said pre- tender site inspection meeting is compulsory

The particulars for said pre- tender site inspection meeting are:

Venue: North West Provincial Legislature
Dr James Moroka Drive
Mmabatho, 2735

Date: **16 OCTOBER 2025**

Starting time: **11:00 am**

Tender documents may be posted to:		Deposited in the tender box at ground floor:
N/A	OR	North West Provincial Legislature New Parliament Building Dr James Moroka Drive Mmabatho 2735

L.1

Annexure 1: SCM Bid Documents

1.5

PART A

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE PROVISION OF GARDEN AND GROUND MAINTENANCE FOR THE PERIOD OF THREE YEARS (36 MONTHS) AT THE NORTH WEST PROVINCIAL LEGISLATURE

BID NUMBER:	NWPL02/25/26	CLOSING DATE: 04 NOVEMBER 2025	CLOSING TIME:	11H00am
-------------	--------------	--------------------------------	---------------	---------

DESCRIPTION	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE PROVISION OF GARDEN SERVICES AND GROUND MAINTENANCE FOR A PERIOD OF THREE YEARS (36 MONTHS) AT THE NORTH WEST PROVINCIAL LEGISLATURE
-------------	--

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The North West Provincial Legislature

Dr James Moroka Drive

Mmabatho

2735

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr K Metsileng	CONTACT PERSON	Mr M. Mongwaketsi
TELEPHONE NUMBER	018 392 7000	TELEPHONE NUMBER	018 392 7000/7406
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	kagiso@nwpl.org.za	E-MAIL ADDRESS	mononotshi@nwpl.org.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] Yes No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES 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.
2.7 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:

V.I

BIDDER'S DISCLOSURE

1. 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 interest¹ 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.

2.2

Full Name	Identity Number	Name of institution	State

Do
you,
or
any

¹ 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.

L.T.

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:

.....
.....

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 consortium² 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

² 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.

L.I

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 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

L.I.

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

1. GENERAL CONDITIONS

1.1 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).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. 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

L.I.

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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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	or	90/10
-------	----	-------

LI

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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 1 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 or 90/10 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 or 90/10 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 or 90/10 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 90/10 and 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 90/10 or 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
PROMOTION OF HDI	n/a	10	n/a	
• Black (5) • Women (3) • Disabilities (5)		5 3 2		
LOCALITY		5		
• Promotion of Enterprise Located in the North West Province	n/a	5	n/a	
RDP GOAL		5		
• Promotion of Youth	n/a	5	n/a	
TOTAL		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. 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 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 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 TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

✓

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

WITNESSES

1

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

✓

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity
as
accept your bid under reference number dated for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of
the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

L.I

T1.2 Tender Data



TENDER DATA

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE GARDEN SERVICES AND GROUND MAINTENANCE FOR A PERIOD OF THREE YEARS (36 MONTHS) AT THE NORTH WEST PROVINCIAL LEGISLATURE
----------------	---

Tender no:	NWPL02/25/26	Closing date:	04 NOVEMBER 2025
Closing time:	11:00 am	Validity period:	90 days

Clause number:	
	The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za). The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause marked "C" in the above-mentioned Standard Conditions of Tender.
C.1.1	The employer is North West Provincial Legislature .
C.1.2	For this contract, the three-volume approach is adopted. This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement." The three volume procurement document issued by the employer comprises the following: Volume 1: Tendering procedures T1.1 - Notice and invitation to tender T1.2 - Tender data Volume 2: Returnable documents T2.1 - List of returnable documents C1.1 - Form of offer and acceptance C2.2 - Bills of Quantities / Lump sum document (if a returnable document) T2.2 - Returnable schedules

	Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data C1.3 - Form of guarantee Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Bills of Quantities / Lump sum document (if not a returnable document) Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
--	---

C.1.4	The Employer's agent is:	
	Name:	Mononotshi Mongwaketsi
	Capacity:	Deputy Manager: Facilities Management
	Address:	North West Provincial Legislature Dr James Moroka Drive Mmabatho 2735
	Tel:	018 392 7604/7000
	Fax:	N/A
	E-mail:	mononotshi@nwpl.org.za
C1.5.2	Insert the following: "... tender offers, <u>save for all tenders being non-responsive</u>, re-issue a tender covering ..."	

L.I.

C.2.1

A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:

C.3.11

The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, with this tender, acceptable documentary proof thereof):

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **3SH** or higher class of construction work; and
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

Joint ventures are eligible to submit tenders provided that:

- i. every member of the joint venture is registered with the CIDB;
- ii. the lead partner has a contractor grading designation in the 3SH class of construction work; not lower than one level below the required grading designation in the class of construction work under consideration and possesses the required recognition status; and
- iii. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than 3 for a SH class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations

B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

Note: Functionality may only be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Functionality Criteria	Weighting Factor
Skills and Capacity to Deliver	40
Company work experience	12
Bank Rating	10

Company Registration with Professional Bodies	8
Methodology	30
Total	100 Points

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	70%
---	------------

(Total minimum qualifying score for functionality is 70 Percent.)

C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
C.2.12	Alternative tender offer are not permitted:
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C.2.18	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts): ☒ Together with his tender.
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: Ground Floor, West Wing, North West Provincial Legislature, New Parliament Building, Dr James Moroka Drive Mmabatho 2735
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
C.3.9.3	Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with F.3.9.4.
C.3.9.4	In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:

1-1

	"c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
C.3.13.1	Tender offers will only be accepted if: a) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; b) the tenderer has not: i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect; c) the tenderer has completed, signed and submitted the Declaration of Interest and Tenderer's Past Supply Chain Management Practices and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; and d) the tenderer is registered with: i. the Unemployment Insurance Fund (UIF); and ii. the Workmen's Compensation Fund.
C.3.18	Provide to the successful tenderer one copy of the signed contract document.

VOLUME 2: RETURNABLE DOCUMENTS

1.1

T2.1 List of Returnable Documents

1-1

LIST OF RETURNABLE DOCUMENTS

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE GARDEN SERVICES AND GROUND MAINTENANCE FOR A PERIOD OF THREE YEARS (36 MONTHS) AT THE NORTH WEST PROVINCIAL LEGISLATURE.		
Tender / Quote no:	NWPL02/25/26	Reference no:	NWPL02/25/26

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Returnable document
Form of Offer and Acceptance	Yes
Resolution of Board of Directors (<i>if applicable</i>)	Yes
Resolution of Board of Directors to enter into Consortia or JV's (<i>if applicable</i>)	Yes
Special Resolution of Consortia or JV's (<i>if applicable</i>)	Yes
Particulars of Tenderer's Projects	Yes
Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).	Yes
The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.	Yes
Original Tender Document Issued	Yes
SBD 4 (Declaration of Interest)	Yes
SBD 6.1 (Preferential Procurement Point)	Yes
SBD 7.1 (Contract Form – Rendering of Services)	Yes
SBD 8 (Declaration of Bidder's past supply chain management practices)	Yes
SBD 9 (Certificates of Independent Bid Determination)	Yes
Valid Certified Copies of ID(s) Directors or Main Shareholders	Yes
Valid Tax Compliance Status with PIN	Yes
Completed and Signed Form of Offer and Acceptance	Yes

Handwritten signature/initials

2. **ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**
Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (if applicable)	-	Yes

3. **RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**
Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents	1 Page	Yes
Schedule of proposed sub-contractors	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules	2 Pages	N/A
Schedule for Imported Materials and Equipment	1 Page	N/A

Signed by the Tenderer

Name of representative	Signature	Date

LI

C1.1 Form of Offer and Acceptance

LI

FORM OF OFFER AND ACCEPTANCE

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE GARDEN SERVICES AND GROUND MAINTENANCE FOR A PERIOD OF THREE YEARS (36 MONTHS) AT THE NORTH WEST PROVINCIAL LEGISLATURE.		
Tender no:	NWPL02/25/26	Reference no:	NWPL02/25/26

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE GARDEN SERVICES AND GROUND MAINTENANCE FOR A PERIOD OF THREE YEARS (36 MONTHS) AT THE NORTH WEST PROVINCIAL LEGISLATURE.

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS :

Rand (in words):	
Rand in figures:	R

The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the

L.I

Form of Offer and Acceptance

tender data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation:

.....
.....

And: Whose Registration Number is:

.....

And: Whose Income Tax Reference Number is:

.....

CSD supplier number:.....

Natural Person or Partnership:

.....
.....

Whose Identity Number(s) is/are:

.....

Whose Income Tax Reference Number is/are:

.....

CSD supplier number:.....

OR

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:

Mr/Mrs/Ms:

.....
.....

In his/her capacity as:

.....
.....

Note:

A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

1.1

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ☐

IN

The official alternative ☐

Own alternative (only if documentation makes provision therefore) .. ☐

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:
.....

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the

Part 3 Scope of work.

Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Handwritten signature/initials.

Part 1 Agreement and contract data, (which includes this agreement)

Part 2 Pricing data

amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	North West Provincial Legislature
Address of Organisation:	

WITNESSED BY:

--	--	--

Form of Offer and Acceptance

Name of witness	Signature	Date
-----------------	-----------	------

Handwritten initials

C2.2 Bills of Quantities / Lump Sum Document (if a returnable document)

✓

**SPECIFICATION FOR THE GARDEN SERVICES AND GROUND MAINTENANCE FOR A
PERIOD OF THREE YEARS (36 MONTHS)**

SECTION 1 - GENERAL

Intent of Document

The specification is intended to cover the garden services and ground maintenance for a period of three years (36 months) at the North West Provincial Legislature. The minimum garden services requirements are outlined. Such details are recognised as being the exclusive responsibility of the contractor.

In all cases where a equipment or part of the equipment is referred to in the singular, it is intended that such reference shall apply to as many equipment as are required for the garden services and ground maintenance.

Summary of requirements

The NWPL seeks to procure services of gardening services and ground maintenance company to provide a comprehensive landscaping/Horticultural works to maintain outdoor and indoor areas, ensuring that they present no hazard for public use, that they are causing no structural damage to surfaces or external masonry, and that they remain neat and presentable and the upkeep and maintenance of the garden which includes the following:

- **Daily maintenance:** The work will involve all ground maintenance services including grass-cutting, hedge trimming, preparation and planting of flower/shrub beds, weeding, watering, feeding of plant beds, removal of old flowers/shrubs, pruning, application of weed killer, fertilizing, soil and compost replacement, and garden waste disposal.
- **Pond maintenance and Pool maintenance.**
- **Seasonal maintenance** which includes seasonal preparations for lawn: apply fertiliser & lawn dressing; and Seasonal preparations for plant beds: planting new plants, fertiliser and compost.
- **Pot plants maintenance** will include but is not limited to Maintenance of pot plants; Watering, fertilising and general arrangement; Potting soil to be replaced bi-annually; and Planting of new pot plants as and when required.

Tenderers are required to submit a full service and equipment proposal setting out how they propose to meet the specific requirements as set out. The service provider will be required to be on site for five days a week (Monday to Friday) for the provision of this service unless required to work on weekends upon request. The personnel must be deployed at the NWPL from 08h00 to 16h00.

Standards Required for the Services

The selected contractor must actively manage and supervise their staff in close consultation with the Facilities Manager of the NWPL. All services are to be provided to the specified standards. Correct and accurate monthly invoices are to be submitted to the Facilities Management Unit, giving a clear breakdown of services provided. Performance will be subject to periodic reviews to be carried out quarterly or as agreed with the NWPL.

All services must be provided/carried out at times suitable to the NWPL hours of business or unless required to work overtime during weekdays and weekends under the management and direction of the Facilities Management Unit.

Where there is unsatisfactory service, providers will be asked to take the necessary steps to ensure that problems are promptly rectified and do not recur. In the event of repeated failures, a written warning will be issued and should this fail to rectify the situation the NWPL reserves the right to terminate the contract and without any further payment. In addition, the NWPL will reserve the right to withhold payment of all or part of a particular invoice in the event of non-performance of any particular service.

The selected contractor must be compliant with all relevant employment and health and safety legislation, and must hold relevant insurance covering liability for the operation of the contract and all workers (temporary or permanent) who will carry out work on the property, and certified to be compliant with their obligations in relation to Security Services.

The selected contractor will be required to operate an environmental policy which aims to minimize the impact of their services, materials and processes on the environment and in line with best practice in relation to sustainability. In particular, the contractor must be compliant with all relevant environmental, waste management and hazardous products regulations and must seek to minimize the usage of chemicals and materials that are damaging to the environment, using environmentally-friendly products in so far as possible.

The Contractor must provide all machines, tools, implements and equipment required for the execution of the Services and shall keep the same in good order and condition, properly set and suitable for the operations to be performed and to the satisfaction of the NWPL.

Staff Uniform and Personal Protective Equipment (PPE) - The bidder must ensure adequate provision of PPE that is compliant to all regulatory requirements of the cleaning service. All personnel should wear acceptable contractor's uniform i.e. the contractor's personnel outlook should befit that of a corporate environment in terms of aesthetics. The bidder should ensure that employees are easily identified by providing name tags depicting company logo and name for their staff members i.e. company branded name tags.

Schedule of Garden Services and Ground Maintenance

The service provider will be required to be on site for five days a week (Monday to Friday) or unless required to work overtime during the week and weekends for the provision of this service with a minimum of two ground maintenance personnel. The personnel must be deployed at the residence from 08h00 to 16h00. The NWPL seeks to procure services of a ground maintenance company to provide a comprehensive Ground Maintenance Service which includes the following:

Daily maintenance which includes but not limited to the following:

- Lawn maintenance: watering, cutting lawn and edges;
- Plants: plant movement, soil turning and pruning;

L.I.

- Planting of new plants as and when required;
- Sprinkler minor maintenance: filter and nozzle cleaning to ensure proper spraying functionality;
- Removal of weeds in all ground surfaces;
- Sweeping or blowing driveways and building exterior floor surfaces;
- Cleaning of roof and floor gutters where required and
- Ensure proper disposal of garden rubbish in allocated bins, including rubble removal.

Pond maintenance

- Cleaning of the pond regularly;
- Manage and grow water plants;
- Pest control (frogs);
- Control algae growth;
- Maintain pump, filter and lines;
- Troubleshoot and repair any leaks;
- Maintain the right water level;

Pool maintenance

- Weekly Pool Maintenance;
- Skim Off Leaves and Debris;
- Brush Sediment from Pool Walls;
- Vacuum the Pool;
- Clean Skimmer;
- Keep the Pump Running;
- Check Filter and Backwash As Needed;
- Test Pool Water and Add Chemical

Pot plants maintenance will include but is not limited to:

- Maintenance of pot plants;
- Watering, fertilising and general arrangement;
- Potting soil to be replaced bi-annually; and
- Planting of new pot plants as and when required.

Additional Ad hoc services

- Replacement of sprinkler valves, valve boxes and conduit spares when necessary
- Replacement of pond pump and filters
- Lawn replanting as and when required; and
- Cutting dead and obstructive trees deemed hazardous/ risk in their growth – to be done in consultation with The Embassy.
- Replacement of pool pumps and other accessories



Quarterly maintenance which includes:

- Seasonal preparations for lawn: apply fertiliser & lawn dressing; and
- Seasonal preparations for plant beds: planting new plants, fertiliser and compost.

Staffing and Personnel

The Contractor shall:

Arrange competent supervision for the period of the Contract.

Maintain an adequate site organization under the full-time control of an experienced supervisor who is conversant with all relevant regulations, standards, codes, etc. including, but not limited to, those appertaining to Health and Safety, and who is capable of assuming complete responsibility for a contract of this nature.

Ensure that the names of personnel to be employed by the Contractor in a supervisory capacity (e.g. Supervisor etc.) are given to the NWPL immediately after the receipt of each Instruction by the Contractor.

Note that only the NWPL may issue instructions under the contract and the Contractor shall be responsible to them for the satisfactory execution of those instructions.

Quality Monitoring

Quality monitoring of the contract will be both the responsibility of the NWPL and the Contractor. The NWPL and the Contractor will work together to identify at any early stage any failures so that these may be corrected promptly, and identify any improvements that could be initiated through the life of the contract.

Meetings between the NWPL and the Contractor to discuss progress and pass on feedback on performance etc. may be called upon request.

Use of Contract Area and Site

1. The Contractor, their employees shall be confined to the area(s) on the Site allocated by the NWPL.
2. The Contractor shall not use the Site for any purpose other than that of carrying out the Services ordered.
3. The Contractor shall not display advertisements on the Site nor permit advertisements to be displayed without the NWPL's consent, which may be given, subject to such terms and conditions as The NWPL shall decide.
4. The Contractor shall obtain the approval of the NWPL for the siting of any heaps of grass, spoil heaps, etc.
5. The Contractor shall use their best endeavors to prevent any trespass by employees on any adjoining owners' property.
6. (i) The Contractor shall ensure that no steps, ladders, planks or other equipment shall be left accessible for unauthorized persons to enter the Site and/or the buildings thereon.

(ii) The Contractor shall ensure that no fuel cans are left unattended at any location within the Site unless locked within a secure place approved by the NWPL.

7. The Contractor shall take all reasonable precautions during the progress of the Services to prevent any damage to adjoining property or to public or private roadways and to prevent material, plant, rubbish, debris etc., collecting thereon.

8. The Contractor shall regulate the character of their transport and plant and so operate it as to ensure that no damage beyond fair wear and tear is occasioned thereby, and they shall comply with the requirements of the NWPL as to the routes to be traversed and limitations of weights, speeds and class of vehicles.

9. If the Contractor wishes to make use of any adjoining property for any purpose, they shall notify the NWPL, obtain permission from the owners, and meet all charges in connection therewith. They shall clear away on completion of their work or when directed and make good any damage to their satisfaction. Except as provided in the Conditions of Contract for Grounds Maintenance Services, the Contractor shall be held responsible for any damage resulting from the Services and they shall make good any such damage at their own expense.

Onsite Facilities

1. Electricity for equipment

2. Telephone access – The Contractor shall arrange for their own telephone and shall pay all the costs thereof

3. Unloading and Hoisting - The Contractor shall be responsible for unloading, placing in and removal from store and transporting all materials, including those materials supplied by the NWPL

4. Electricity for the Works - The Contractor shall be responsible for the maintenance of the electricity services from the point of connection to the supply

5. Water for the services - The Contractor shall take great care to avoid contamination of any water supply with any herbicide, and shall always draw water into an intermediate storage tank for use with any spraying equipment. The Contractor is responsible for providing such necessary temporary receptacles and for any plumbing or alterations which may be subsequently required, as well as clearing away and making good on completion of the work any area of the grounds which may have been disturbed.

Pesticides

(1) The Contractor shall observe the provisions of Agricultural Pest Act, 1983 (Act No 36 of 1983), The Occupational Health and Safety Act (OHSA), 1993 (Act. No. 85 of 1993), Hazardous Substances Act, 1973 (Act 15 of 1973); legislation approving the Technical and Health Regulations for the Manufacture, Sale and Use of Pesticides in connection with the Contract.

(2) The Contractor shall provide evidence to the NWPL that any staff who may be using pesticides hold a recognized certificate of competence in their use.

(3) No pesticides (all Crop Protection Chemicals including herbicides) are to be used on any sites unless clearly called for in the particular specification or unless their use is approved in advance, in writing, by the NWPL who will require to see data sheets before pesticides are approved.

(4) Appropriate warning notices must be prominently displayed around areas before pesticide application. Written notification of intentions to carry out spraying operations is to be given to the NWPL a minimum of 7 days before spraying operations commence. This notice must include details of areas involved, pesticides to be used, safety precautions necessary and copies of data sheets for pesticide/s being used.

(5) The contractor shall give copies of all spraying records for all sites in this contract to the NWPL at regular intervals to be agreed at the initial pre-contract meeting. If requested by the NWPL, the contractor shall provide any records immediately.

Existing Services Installations

The Contractor shall:

- not use or interfere with the existing service installations without the permission of the Contract Manager and, where applicable, of services and utility authorities and / or private owners;
- exercise particular care to avoid damaging existing service installations;
- inform their employees of the details and locations of existing service installations and draw their attention to the attendant risks and dangers.

The Contractor shall immediately notify in writing the NWPL and, where applicable, services and utility authorities and private owners of any damage, arrange for repair to the satisfaction of the NWPL and, where applicable, or services and utility authorities and private owners, and for urgent repairs accept any arrangements made by the NWPL. Subject to the provisions of the Conditions of Contract for Grounds Maintenance Services, the Contractor shall be liable for the cost of such repairs.

Fire Precautions

The Contractor shall comply with the NWPL's fire precautions; however, compliance with these precautions shall not relieve the Contractor of any responsibility for taking all other reasonable precautions against fire. No burning will be allowed on site without the permission of the NWPL.

Spillages

The Contractor shall be responsible for any spillages of oil or fuel on the Site or roads together with the subsequent costs and charges for cleaning or repair work in connection with the spillage. Drip trays shall be provided by the Contractor under all stationary vehicles and plant on the Site.

Removal and Disposal of Rubbish

The Contractor will arrange for the collection, removal and disposal of all cuttings, clippings and other rubbish and debris arising from the execution of the work on each occasion that operations are carried out and the removal of these to a licensed dump for disposal, unless otherwise specifically stated in the technical specification. The Contractor will be responsible for the payment of all costs and charges associated with this removal and disposal.

Specific Timings

The Contractor should note that any specific timings for operations contained within the technical specification must be strictly adhered to and may not be altered without the written

1.1

permission of the NWPL. It is emphasized that these maintenance regimes are not calculated to cause a 'nuisance' but to produce a desired effect and/or ecological benefit. The Contractor must ensure that their staff are aware of and work within these parameters.

Health, Safety and Welfare Measures

The Contractor shall comply with all enactments regulations and working rules relating to health, safety and welfare.

LT

SECTION 2 - PRICE SCHEDULES

GENERAL

The conditions of contract and the application of the Contract Price Adjustment Provisions shall be as set out in Part A: Section 1: Preliminaries.

- The descriptions in this Price Schedule shall be read in conjunction with the specification.
- The unit rate for each item in the Price Schedules shall include for all materials, labour, profit, transport, etc., everything necessary for the execution and complete installation of the work in accordance with the description.
- The rates shall exclude Value Added Tax and the total carried over to the final summary in PART A.
- All material covered by this **Specification** shall, wherever possible, be of South African manufactured.

2.1

BILL OF QUANTITIES					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	PROVISION OF GARDEN SERVICES FOR A PERIOD OF THREE YEARS IN THE NORTH WEST PROVINCIAL LEGISLATURE (MONTHLY SERVICE)				
	<u>SECTION 1: PRELIMINARIES AND GENERAL</u>				
	<u>1 Health and Safety Compliance</u>				
	(a) Personnel Protective Equipment	Item	1	R 20000.00	R 20 000,00
	(b) Health and Safety File	Item	1	R 5000.00	R 5 000,00
	(c) Medical Surveillance	Item	1	R 5000.00	R 5 000,00
	(d) Safety Representative	Item	1	R 15000.00	R 15 000,00
	<i>Items (a) to (d) above, are once off fees.</i>				
Carried to final summary					R 45 000,00
B	<u>SECTION 2: GARDEN MAINTENANCE WORKS (FIXED MONTHLY FEE)</u> <u>Landscaping specification General Maintenance Items)</u> <i>The project manager must provide all necessary machinery, labour and materials to allow for complete maintenance and establishment of all elements within the bill of quantities for this tender inclusive but not limited to the following: On going irrigation, Application of fertilizer, Weeding, Cleaning of development site and side walk area, Replacing & planting upon instruction by the Project Manager, Repairing all paved surfaces showing defects, Application of chemical pest control, if necessary an upon instruction by the Project Manager and Lawn trimming.</i>				
1	<u>Irrigation (3011 m2)</u> <i>Watering to all ornament's shrubs planting and grass lawn areas etc, from January to December, once a daily as indicated in the irrigation schedule</i>	Item	1		
2	<u>Maintenance of flower beds, trees and groundcover areas</u> <i>Remove dead and excessive material, in particular the dead flowers and leaves. General pruning is to be carried once every month throughout the year. Ground covers are to be cut back from bed edges and kerbs (14 400 m2) Pruning of trees (100)</i>	Item	1		
3	<u>Planted Grass Areas (Including Parking Areas) (3011 m2)</u> <i>Keep the area free of weeds, litter, dead leaves, mow the grass, edges to be cut straight, neat, remove and cut away lawn, all clippings and periodically. Soil scarification and aeration, periodically.</i>	Item	1		

LT

4	Maintenance of lawn (Lawn mowing, trimming of edges etc) Weed Control	Item	1	
	Outdoor plants and planters (3011 m2) Secure and free from disease, litter, dead leaves and clippings, colour flowers to be maintained and pots to be kept in a clean condition	Item	1	
	Pavements, Roads, Walkways, Parking areas (14 400 m2) To be kept free of weeds, leaves, litter and grass clippings Remove oil stains to all areas of pedestrian and vehicle traffic and inspect every month Cleaning scuff marks from vehicle tyres to all paved areas as necessary, to check monthly Sweeping public and staff parking	Item	1	
6	Fertilizers and Herbicides (14 400 m2) Herbicides/weeds control shall be applied in accordance with the manufacturer's instructions and shall be carried out by suitable qualified personnel throughout the year Lawn fertilizers shall be applied in accordance with the manufacturer's instruction and shall be carried out by suitable personnel throughout the year General top dressing shall be applied in accordance with the manufacturer's instructions and shall be carried out by suitable qualified personnel throughout the year.	Item	1	
	Mulch coverings to all planted areas once a year			
	General Ground Maintenance and Waste Management Inspect and cleaning/remove all debris from surface gutters, once a week Cleaning benches, bollards and signages as necessary Garden refuse, full skips and Building rubble removal weekly (Environmental management) Disposal of all maintenance products containers, rinse & recycle, as necessary Cleaning, repairs and maintenance of water ponds (8) Checking and maintaining the correct PH levels of water in the ponds(8)	Item	1	
Carried to final summary				
A	FINAL SUMMARY SECTION 1: PRELIMINARY AND GENERAL (ONCE OFF FEE FOR A PERIOD OF 36 MONTHS)			R 45 000,00
B	SECTION 2: GARDEN MAINTENANCE WORKS (FIXED MONTHLY FEE)			
	SUB TOTAL			
	VALUE ADDED TAX AT 15%			
	GRAND TOTAL			

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the North West Provincial Legislature in respect of the following project:

(project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The bidding enterprise hereby absolves the North West Provincial Legislature from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

L.I.

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

3. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the North West Provincial Legislature in respect of the following project:

(Project description as per Bid /Tender Document)

L.I.

Resolution of Board of Directors to enter into Consortia or Joint Ventures

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

4. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

5. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
6. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

[Handwritten signature]

Resolution of Board of Directors to enter into Consortia or Joint Ventures

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

The bidding enterprise hereby absolves the North West Provincial Legislature from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of

ENTERPRISE STAMP



Resolution of Board of Directors to enter into Consortia or Joint Ventures

shareholding / ownership and power of attorney are to be attached hereto).

5. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

1-1

on _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the North West Provincial Legislature in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

- B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

LET

- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

1.1

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The bidding enterprise hereby absolves the North West Provincial Legislature from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

PARTICULARS OF TENDERER'S PROJECTS

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE GARDEN SERVICES AND GROUND MAINTENANCE FOR A PERIOD OF THREE YEARS (36 MONTHS) AT THE NORTH WEST PROVINCIAL LEGISLATURE.		
Tender / quotation no:	NWPL02/25/26	Closing date:	04 November 2025
Advertising date:	06 October 2025	Validity period:	90 days

4. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

4.1. Current projects						
Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commence-ment date	Contractual completion date	Current percentage progress
1						
2						
3						

L.H

4									
5									
9									
10									

11

2. Completed projects
Projects completed in the previous 5 (five) years

4.2. Completed projects						
Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						

7							
---	--	--	--	--	--	--	--

Name of Tenderer	Signature	Date

L.H

LI

T2.2 Returnable Documents that will be incorporated into the contract



VST

RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE GARDEN SERVICES AND GROUND MAINTENANCE FOR A PERIOD OF THREE YEARS (36 MONTHS) AT THE NORTH WEST PROVINCIAL LEGISLATURE.		
Tender no:	NWPL02/25/26		

9. I / We confirm that the following communications received from the North West Provincial Legislature before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10		
11		
12		
13		

L.T.

Name of Tenderer	Signature	Date

10. I / We confirm that no communications were received from the North West Provincial Legislature before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	APPOINTMENT OF AN EXPERIENCED AND COMPETENT SERVICE PROVIDER TO BID FOR THE GARDEN SERVICES AND GROUND MAINTENANCE FOR A PERIOD OF THREE YEARS (36 MONTHS) AT THE NORTH WEST PROVINCIAL LEGISLATURE.		
Tender no:	NWPL02/25/26		

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council and/or with the CIDB (Construction Industry Development Board).

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1			
2			
3			

1-4

4			
5			

Name of representative	Signature	Capacity	Date

Name of organisation:	
------------------------------	--



T2.2 Returnable Documents that will be incorporated into the contract

1-1

VOLUME 3: CONTRACT

LI

Part C1: Agreement and Contract Data



C1.2 Contract Data



Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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 be 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 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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

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 any thing 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 (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.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall 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
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, 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.
- 5.4 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.
- 6. 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
- 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
analyses**

- 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. Packing

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 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. Incident al 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

1.1

- (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 specifications of the spare parts, if 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 specifications) 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 twelve (12) months 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 eighteen (18) months 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 any 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. Contract 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.
- 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:

- (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.

23.3 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.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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,

L.I

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 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. Limitation of
liability**

- 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 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.

LI

Part C3: Scope of Work

LET

**SPECIFICATION FOR THE GARDEN SERVICES AND GROUND MAINTENANCE FOR A PERIOD
OF THREE YEARS (36 MONTHS)**

SECTION 1 - GENERAL

Intent of Document

The specification is intended to cover the garden services and ground maintenance for a period of three years (36 months) at the North West Provincial Legislature. The minimum garden services requirements are outlined. Such details are recognised as being the exclusive responsibility of the contractor.

In all cases where a equipment or part of the equipment is referred to in the singular, it is intended that such reference shall apply to as many equipment as are required for the garden services and ground maintenance.

Summary of requirements

The NWPL seeks to procure services of gardening services and ground maintenance company to provide a comprehensive landscaping/Horticultural works to maintain outdoor and indoor areas, ensuring that they present no hazard for public use, that they are causing no structural damage to surfaces or external masonry, and that they remain neat and presentable and the upkeep and maintenance of the garden which includes the following:

- **Daily maintenance:** The work will involve all ground maintenance services including grass-cutting, hedge trimming, preparation and planting of flower/shrub beds, weeding, watering, feeding of plant beds, removal of old flowers/shrubs, pruning, application of weed killer, fertilizing, soil and compost replacement, and garden waste disposal.
- **Pond maintenance and Pool maintenance.**
- **Seasonal maintenance** which includes seasonal preparations for lawn: apply fertiliser & lawn dressing; and Seasonal preparations for plant beds: planting new plants, fertiliser and compost.
- **Pot plants maintenance** will include but is not limited to Maintenance of pot plants; Watering, fertilising and general arrangement; Potting soil to be replaced bi-annually; and Planting of new pot plants as and when required.

Tenderers are required to submit a full service and equipment proposal setting out how they propose to meet the specific requirements as set out. The service provider will be required to be on site for five days a week (Monday to Friday) for the provision of this service unless required to work on weekends upon request. The personnel must be deployed at the NWPL from 08h00 to 16h00.

Standards Required for the Services

The selected contractor must actively manage and supervise their staff in close consultation with the Facilities Manager of the NWPL. All services are to be provided to the specified standards. Correct and accurate monthly invoices are to be submitted to the Facilities Management Unit, giving a clear breakdown of services provided. Performance will be subject to periodic reviews to be carried out quarterly or as agreed with the NWPL.

All services must be provided/carried out at times suitable to the NWPL hours of business or unless required to work overtime during weekdays and weekends under the management and direction of the Facilities Management Unit.

Where there is unsatisfactory service, providers will be asked to take the necessary steps to ensure that problems are promptly rectified and do not recur. In the event of repeated failures, a written warning will be issued and should this fail to rectify the situation the NWPL reserves the right to terminate the contract and without any further payment. In addition, the NWPL will reserve the right to withhold payment of all or part of a particular invoice in the event of non-performance of any particular service.

The selected contractor must be compliant with all relevant employment and health and safety legislation, and must hold relevant insurance covering liability for the operation of the contract and all workers (temporary or permanent) who will carry out work on the property, and certified to be compliant with their obligations in relation to Security Services.

The selected contractor will be required to operate an environmental policy which aims to minimize the impact of their services, materials and processes on the environment and in line with best practice in relation to sustainability. In particular, the contractor must be compliant with all relevant environmental, waste management and hazardous products regulations and must seek to minimize the usage of chemicals and materials that are damaging to the environment, using environmentally-friendly products in so far as possible.

The Contractor must provide all machines, tools, implements and equipment required for the execution of the Services and shall keep the same in good order and condition, properly set and suitable for the operations to be performed and to the satisfaction of the NWPL.

Staff Uniform and Personal Protective Equipment (PPE) - The bidder must ensure adequate provision of PPE that is compliant to all regulatory requirements of the cleaning service. All personnel should wear acceptable contractor's uniform i.e. the contractor's personnel outlook should befit that of a corporate environment in terms of aesthetics. The bidder should ensure that employees are easily identified by providing name tags depicting company logo and name for their staff members i.e. company branded name tags.

Schedule of Garden Services and Ground Maintenance

The service provider will be required to be on site for five days a week (Monday to Friday) or unless required to work overtime during the week and weekends for the provision of this service with a minimum of two ground maintenance personnel. The personnel must be deployed at the residence from 08h00 to 16h00. The NWPL seeks to procure services of a ground maintenance company to provide a comprehensive Ground Maintenance Service which includes the following:

Daily maintenance which includes but not limited to the following:

- Lawn maintenance: watering, cutting lawn and edges;
- Plants: plant movement, soil turning and pruning;
- Planting of new plants as and when required;
- Sprinkler minor maintenance: filter and nozzle cleaning to ensure proper spraying functionality;
- Removal of weeds in all ground surfaces;
- Sweeping or blowing driveways and building exterior floor surfaces;
- Cleaning of roof and floor gutters where required and
- Ensure proper disposal of garden rubbish in allocated bins, including rubble removal.

Pond maintenance

- Cleaning of the pond regularly;
- Manage and grow water plants;

L.T.

- Pest control (frogs);
- Control algae growth;
- Maintain pump, filter and lines;
- Troubleshoot and repair any leaks;
- Maintain the right water level;

Pool maintenance

- Weekly Pool Maintenance;
- Skim Off Leaves and Debris;
- Brush Sediment from Pool Walls;
- Vacuum the Pool;
- Clean Skimmer;
- Keep the Pump Running;
- Check Filter and Backwash As Needed;
- Test Pool Water and Add Chemical

Pot plants maintenance will include but is not limited to:

- Maintenance of pot plants;
- Watering, fertilising and general arrangement;
- Potting soil to be replaced bi-annually; and
- Planting of new pot plants as and when required.

Additional Ad hoc services

- Replacement of sprinkler valves, valve boxes and conduit spares when necessary
- Replacement of pond pump and filters
- Lawn replanting as and when required; and
- Cutting dead and obstructive trees deemed hazardous/ risk in their growth – to be done in consultation with The Embassy.
- Replacement of pool pumps and other accessories

Quarterly maintenance which includes:

- Seasonal preparations for lawn: apply fertiliser & lawn dressing; and
- Seasonal preparations for plant beds: planting new plants, fertiliser and compost.

Staffing and Personnel

The Contractor shall:

Arrange competent supervision for the period of the Contract.

Maintain an adequate site organization under the full-time control of an experienced supervisor who is conversant with all relevant regulations, standards, codes, etc. including, but not limited to, those

LT

appertaining to Health and Safety, and who is capable of assuming complete responsibility for a contract of this nature.

Ensure that the names of personnel to be employed by the Contractor in a supervisory capacity (e.g. Supervisor etc.) are given to the NWPL immediately after the receipt of each Instruction by the Contractor.

Note that only the NWPL may issue instructions under the contract and the Contractor shall be responsible to them for the satisfactory execution of those instructions.

Quality Monitoring

Quality monitoring of the contract will be both the responsibility of the NWPL and the Contractor. The NWPL and the Contractor will work together to identify at any early stage any failures so that these may be corrected promptly, and identify any improvements that could be initiated through the life of the contract.

Meetings between the NWPL and the Contractor to discuss progress and pass on feedback on performance etc. may be called upon request.

Use of Contract Area and Site

1. The Contractor, their employees shall be confined to the area(s) on the Site allocated by the NWPL.
2. The Contractor shall not use the Site for any purpose other than that of carrying out the Services ordered.
3. The Contractor shall not display advertisements on the Site nor permit advertisements to be displayed without the NWPL's consent, which may be given, subject to such terms and conditions as The NWPL shall decide.
4. The Contractor shall obtain the approval of the NWPL for the siting of any heaps of grass, spoil heaps, etc.
5. The Contractor shall use their best endeavors to prevent any trespass by employees on any adjoining owners' property.
6. (i) The Contractor shall ensure that no steps, ladders, planks or other equipment shall be left accessible for unauthorized persons to enter the Site and/or the buildings thereon.

(ii) The Contractor shall ensure that no fuel cans are left unattended at any location within the Site unless locked within a secure place approved by the NWPL.
7. The Contractor shall take all reasonable precautions during the progress of the Services to prevent any damage to adjoining property or to public or private roadways and to prevent material, plant, rubbish, debris etc., collecting thereon.
8. The Contractor shall regulate the character of their transport and plant and so operate it as to ensure that no damage beyond fair wear and tear is occasioned thereby, and they shall comply with the requirements of the NWPL as to the routes to be traversed and limitations of weights, speeds and class of vehicles.
9. If the Contractor wishes to make use of any adjoining property for any purpose, they shall notify the NWPL, obtain permission from the owners, and meet all charges in connection therewith. They shall clear away on completion of their work or when directed and make good any damage to their satisfaction. Except as provided in the Conditions of Contract for Grounds Maintenance Services, the Contractor shall be held responsible for any damage resulting from the Services and they shall make good any such damage at their own expense.

Onsite Facilities

1. Electricity for equipment
2. Telephone access – The Contractor shall arrange for their own telephone and shall pay all the costs thereof
3. Unloading and Hoisting - The Contractor shall be responsible for unloading, placing in and removal from store and transporting all materials, including those materials supplied by the NWPL
4. Electricity for the Works - The Contractor shall be responsible for the maintenance of the electricity services from the point of connection to the supply
5. Water for the services - The Contractor shall take great care to avoid contamination of any water supply with any herbicide, and shall always draw water into an intermediate storage tank for use with any spraying equipment. The Contractor is responsible for providing such necessary temporary receptacles and for any plumbing or alterations which may be subsequently required, as well as clearing away and making good on completion of the work any area of the grounds which may have been disturbed.

Pesticides

- (1) The Contractor shall observe the provisions of Agricultural Pest Act, 1983 (Act No 36 of 1983), The Occupational Health and Safety Act (OHSA), 1993 (Act. No. 85 of 1993), Hazardous Substances Act, 1973 (Act 15 of 1973); legislation approving the Technical and Health Regulations for the Manufacture, Sale and Use of Pesticides in connection with the Contract.
- (2) The Contractor shall provide evidence to the NWPL that any staff who may be using pesticides hold a recognized certificate of competence in their use.
- (3) No pesticides (all Crop Protection Chemicals including herbicides) are to be used on any sites unless clearly called for in the particular specification or unless their use is approved in advance, in writing, by the NWPL who will require to see data sheets before pesticides are approved.
- (4) Appropriate warning notices must be prominently displayed around areas before pesticide application. Written notification of intentions to carry out spraying operations is to be given to the NWPL a minimum of 7 days before spraying operations commence. This notice must include details of areas involved, pesticides to be used, safety precautions necessary and copies of data sheets for pesticide/s being used.
- (5) The contractor shall give copies of all spraying records for all sites in this contract to the NWPL at regular intervals to be agreed at the initial pre-contract meeting. If requested by the NWPL, the contractor shall provide any records immediately.

Existing Services Installations

The Contractor shall:

- not use or interfere with the existing service installations without the permission of the Contract Manager and, where applicable, of services and utility authorities and / or private owners;
- exercise particular care to avoid damaging existing service installations;
- inform their employees of the details and locations of existing service installations and draw their attention to the attendant risks and dangers.

The Contractor shall immediately notify in writing the NWPL and, where applicable, services and utility authorities and private owners of any damage, arrange for repair to the satisfaction of the NWPL and, where applicable, or services and utility authorities and private owners, and for urgent repairs accept any

L.I

arrangements made by the NWPL. Subject to the provisions of the Conditions of Contract for Grounds Maintenance Services, the Contractor shall be liable for the cost of such repairs.

Fire Precautions

The Contractor shall comply with the NWPL's fire precautions; however, compliance with these precautions shall not relieve the Contractor of any responsibility for taking all other reasonable precautions against fire. No burning will be allowed on site without the permission of the NWPL.

Spillages

The Contractor shall be responsible for any spillages of oil or fuel on the Site or roads together with the subsequent costs and charges for cleaning or repair work in connection with the spillage. Drip trays shall be provided by the Contractor under all stationary vehicles and plant on the Site.

Removal and Disposal of Rubbish

The Contractor will arrange for the collection, removal and disposal of all cuttings, clippings and other rubbish and debris arising from the execution of the work on each occasion that operations are carried out and the removal of these to a licensed dump for disposal, unless otherwise specifically stated in the technical specification. The Contractor will be responsible for the payment of all costs and charges associated with this removal and disposal.

Specific Timings

The Contractor should note that any specific timings for operations contained within the technical specification must be strictly adhered to and may not be altered without the written permission of the NWPL. It is emphasized that these maintenance regimes are not calculated to cause a 'nuisance' but to produce a desired effect and/or ecological benefit. The Contractor must ensure that their staff are aware of and work within these parameters.

Health, Safety and Welfare Measures

The Contractor shall comply with all enactments regulations and working rules relating to health, safety and welfare.

LI

Annexure 2: OHS Specification

L.F.

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR PREVENTATIVE AND DAY TO DAY MAINTENANCE SERVICES

GENERIC GUIDELINES Building, Civil, Electrical and Mechanical Services

LT

MANAGED BY: STATUTORY COMPLIANCE

TABLE OF CONTENT

1. Preamble.....	3
2. Scope of health & safety specification document.....	4
3. Purpose	4
4. Definitions.....	5
5. Occupational health & safety management.....	6
5.1 Communication, participation & consultation.....	6
6. Interpretation.....	6
7. Responsibilities of Contractor.....	6
8. Scope of work.....	7
9. Preparing Health & Safety Plan.....	7
10. Health & Safety File.....	8
11. OHS Goals & Objective & Arrangements for Monitoring & Reviewing OHS Performance...	9
11.1 Identification of Hazards & development of Risk Assessment, Standard working Procedures (SWP) & Method Statement.....	9
11.1.1. Monthly audit by client and/or its agent.....	9
11.1.2 Health & Safety incident/accident reporting and investigation.....	10
12. Review.....	12
12.1 Site Rules & other Restrictions.....	12
12.1.1 Duties and functions of the Health & Safety Reps.....	12

12.1.2 Establishment of Health & Safety Committee.....	13
12.1.3 Training & Awareness.....	13
13. Project Site Specific Requirements.....	14
14. Outlined Data References & information on Certain & Specific Obligatory Requirements to ensure compliance.....	15
15. The Contractor's General duties.....	19
16. The Contractor's Specific Duties.....	20
17. The Contractor Specific Responsibilities with regard to hazardous activities.....	20
18. General Notes to the Contractor.....	21
19. House Keeping.....	22
20. Minimum Requirements to be kept by the contractor.....	22
21. Lock out system.....	24
22. Important Lists to be kept and records.....	24
Important contact details.....	26
Section 37(2) agreements.....	27
Details of contractor.....	29
Details of contract (work to be executed).....	29
Supervision by the Nwpl.....	29
Details of NWPL facility manager.....	29
Supervision by contractor.....	29
Details of contractor's supervisor.....	29
Details of contractor's health and safety representatives.....	29

1.1

1. PREAMBLE

In terms of the Occupational Health and Safety Act and Regulations, (Act 85 of 1993), the NWPL, as the Client shall be responsible to prepare Health & Safety Specifications for any intended project and provide any Contractor who is making a bid or appointed to perform any work for the Client (NWPL).

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation.

Due to wide and different scope of any work on any project, every activity will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

In this a high premium is to be placed on the health and safety of the most valuable assets of the NWPL. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the NWPL and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Contractor is to take due cognizance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the NWPL.

LI

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Occupational Health and Safety and Regulations, Act 85 of 1993, including all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Contractor with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Contractor is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Contractor; and
- d) the Contractor's health & safety plan.

To serve to ensure that the Contractor is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made thereunder including the applicable safety standards, and in particular in terms of Section 6,7 and 8 of the construction regulation (2014).

To inform the Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

4. **DEFINITIONS** – All definitions in this document are explained or provided for in the Occupational Health and Safety Act and Preventative and Day to Day Maintenance Conditions of Contract.

Where contradictions are experienced, the definitions in the OHSA will take precedence.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 *Communication, Participation & Consultation*

5.1.1 Occupational Health & Safety matters/issues shall be communicated between the client, the Contractor, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.

5.1.2 Consultation with the workforce on OHS matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.1.3 The Contractor will be responsible for the dissemination of all relevant OHS information to all involved, e.g. design changes agreed with the Client.

6. INTERPRETATION

- a) The Occupational Health and Safety Act and all its Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.
- b) The Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Act.

7. RESPONSIBILITIES OF THE CONTRACTOR.

- a) The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work;
- b) The Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act and the Regulations proclaimed under the Act or which may be applicable to this contract.
- d) The Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification,
- e) The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on him by the client in terms of this Specification and the Act.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the contract documents, this amongst all includes and not limited for example, to:

- Maintenance of building and horticulture works;
- Maintenance of electrical and or Mechanical machineries
- Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.

L.B

9. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complexity of the project and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers.
- (b) The plan must be implemented, maintained and kept up to date during the project execution.
- (c) The contractor should prepare a H&S plan that includes
- project information;
 - client requirements for H&S management on the project;
- (d) The H&S plan should include the following information:
- Details of the client, that is the person commissioning the work, for example their name, representative and contact details;
 - Details of the project, for example address of the workplace, anticipated start and end date and a brief description of the type of work that the H&S plan will cover;
 - Details on how to manage the risks associated with falls, falling objects, moving plant, electrical / mechanical / building work and all high risk work in the project, as per the scope of work.
- (e) The H&S plan should also include information on:
- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
 - the safe use and storage of plant;
 - obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
 - ensuring workers have appropriate licences and training to undertake the construction work.
- (f) The H&S plan must contain:
- a general description of the type of work activities involved in the project
 - the project program or schedule details, including start and finish dates, showing principal activities;

L.I.

10. HEALTH AND SAFETY FILE

- a) The contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- b) The Contractor must, keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- c) The Health and Safety File will remain the property of the Client throughout the project work and shall be consolidated and handed over to the Client.

11. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client on a continuous basis.

11.1 Identification of hazards and development of risk assessments, standard working procedures (SWP) and method statements

The Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

11.1.1 Safety Audit by the NWPL.

The NWPL (Client) will be conducting Periodic Audits ensure to compliance with Occupational Health and Safety Act and Regulation (Act 85 of 1993) and to ensure that the Contractor is adhering to, implemented and is maintaining the agreed and approved OH&S Plan.

- a) A representative of the Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

- a) The Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
 - i. dies
 - ii. becomes unconscious
 - iii. loses a limb or part of a limb
 - iv. 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:

- i. a major incident occurred
 - ii. the health or safety of any person was endangered
 - iii. where a dangerous substance was spilled
 - iv. the uncontrolled release of any substance under pressure took place
 - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
 - vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) The Contractor is required to provide the NDPW with copies of all statutory reports required in terms of the Act and the Regulations.
 - c) The Contractor is required to provide the NDPW with a monthly "SHE Risk Management Report".

LI

- d) The Contractor is required to provide a.s.a.p. the NDPW with copies of all internal and external accident/incident investigation reports.

The Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

- (a) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- (b) The Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- (c) The Contractor is responsible for the investigation of all accidents relating to site operations and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- (d) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- Determine the underlying H&S deficiencies and other contributory factors
 - Identification of corrective/preventative actions and continual improvement
 - Communicating the outcome/results and documenting the events of the investigation.
 -
- (e) **Reporting Of Near-Misses**
- The NWPL views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
 - NWPL retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. Review

The Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Planning and Progress Report meetings as the work develops and progresses, and each time changes are made to the designs, plans and work methods and processes.

The Contractor must provide the NWPL and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.1 Site Rules and other Restrictions

a) OHS rules

The Contractor must develop a set of site-specific OHS rules that will be applied to regulate the Health and Safety Plan and associated aspects of the project.

b) Security Arrangements

The Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

The Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.1.1 Duties and Functions of the H&S Representatives

- The Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by the Contractor.
- The report must be consolidated and submitted to the Health & Safety Committee.
- H&S Representatives must form part of the incident/accident investigating team.

12.1.2 Establishment of H&S Committee(s)

- The Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.

LI

- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

12.1.3 Training & Awareness

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Contractor's Health and Safety Plan and Health and Safety File.

a) Training & Induction

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance; moreover all employees on site must be in possession of proof of General Induction training.

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Contractor:

- a) Clearing & grubbing the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Protection against heat exhaustion, dehydration, wet & cold conditions
- f) Use of portable electrical & explosive tools



g) Mechanical works

- Boilers, Incinerators, welding works, Lifts, air-conditioning, geysers, heaters etc.

h) Electrical Works

- Wiring, Standby generators, transformers, bulb changing, etc.

i) Any on Plants

- Sewage plants, Water reticulation plants

j) Building Works

- Roofing work, ceiling, carpeting, painting, tiling, plumbing, carpentry, partitioning, etc.

L) Civil Works

- Parking areas, Roads pavings, speed humps construction

Handwritten signature or initials.

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	• Updated copy of Act & Regulations on site. • Readily available for perusal by employees.
COID Act Section 80	Registration with Compensation Insurer.	• Written proof of registration/Letter of good standing available on Site
Section 8(2)(d)	Hazard Identification & Risk Assessment	• Hazard Identification carried out/Recorded • Risk Assessment and – Plan drawn up/Updated • RA Plan available on Site • Employees/Sub-Contractors informed/trained.
Construction. Regulation 6(1)	Designation of Person Responsible on Site	• Competent person appointed in writing as • Construction Supervisor with job description.
Construction. Regulation 6(2)	Designation of Assistant for above	• Competent person appointed in writing as • Assistant Construction Supervisor with job description.

Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	• H&S Committee/s established. • All H&S Reps shall be members of H&S Committees • Additional members are appointed in writing. • Meetings held monthly, Minutes kept. • Actioned by Management.
Section 37(1) & (2)	Agreement with Mandatories/	• Written agreement with (Sub-)Contractors • Proof of Registration with Compensation Insurer/Letter of Good Standing • Construction Supervisor designated • Written arrangements re. • Written arrangements re. First Aid.
General Admin. Regulation 8 COLD Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	• Incident Reporting Procedure displayed. • All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept.
General Admin. Regulation 9	Investigation and Recording of Incidents	• All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site

1.1

		• Tabled at H&S Committee meeting • Action taken by Site Management.
Construction. Regulation 10	Fall Prevention & Protection	• Competent person appointed to draw up the Fall Protection Plan • Proof of appointees competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated • Available on Site
Hazardous Chemical Substances Regulation 9A	Material Safety Data Sheet (MSDS)	• Provide a MSDS in s form of Annexure 8 for every hazardous chemical substance used / intend to use. • Provide information and training for all exposed employees
Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	• Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment • Written Proof of Competence of above appointee available on Site. • Cranes & Lifting tackle identified/numbered • Register kept for Lifting Tackle • Log Book kept for each individual Crane • Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person • - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application.

LT

General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	- Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage - Written Proof of Competence of above appointee available on Site
Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	- Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures - Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site - Fire Risk Assessment carried out - All Fire Extinguishing Equipment identified and on register. - Inspected weekly. Inspection Register kept - Serviced annually

L.H

General Safety Regulation 3	First Aid	• Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) • First Aid freely available • Equipment as per the list in the OH&S Act. • One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) • List of First Aid Officials and Certificates • Name of person/s in charge of First Aid box/es displayed. • Location of First Aid box/es clearly indicated. • Signs instructing employees to report all • Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	• PSE Risk Assessment carried out • Items of PSE prescribed/use enforced • Records of Issue kept • Undertaking by Employee to use/wear PSE • PSE remain property of Employer, not to be removed from premises • GSR 2(4)
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	• Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment • Written Proof of Competence of above appointee available on Site • All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately • Equipment identified/numbered and entered into a register • Equipment inspected weekly. Inspection Register kept

17

		• Separate, purpose made storage available for full and empty vessels.
General Safety Regulation 13A	Inspection of Ladders	• Competent person appointed in writing to inspect Ladders • Ladders inspected at arrival on site and weekly thereafter. Inspections register kept • Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register.

LH

15. THE CONTRACTOR'S GENERAL DUTIES

- The Contractor shall at all times ensure his status of an "employer" as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled "Health and Safety File", or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the NWPL representative whenever necessary or on request to an interested party.
- The project under control of the Contractor shall be subject to periodic health and safety audits that will be conducted by the NWPL at intervals agreed upon between the Contractor and the NWPL, provided such intervals will not exceed periods of one month.
- The Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

16. THE CONTRACTOR'S SPECIFIC DUTIES

The Contractor's specific duties in terms of these specifications are detailed in the Occupational Health and Safety Act and Regulations (Act 85 of 1993), as the employer.

17. THE CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following the Occupational Health and Safety Act and Regulations (Act 85 of 1993) and other applicable regulations of the Act, including relevant SANS codes;

- Fall protection
- Structures
- Excavation work
- Demolition work

L.I

- Scaffolding
- Water environments
- Housekeeping on construction sites
- Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive! All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Occupational Health and Safety Act and Regulations (Act 85 of 1993) will be kept in the Health and Safety File and will be made available at any time when required by the NWPL or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE CONTRACTOR

Legal Framework: Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- b. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- c. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- d. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- e. The Post Office Act 1958 (Act 44 of 1958) as amended
- f. The Electricity Act 1984, Act 41 of 1984
- g. The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997
- h. Legislation pertaining to water usage and the environment
- i. Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- j. Common Law

LI

19. HOUSE KEEPING

In promotion of environmental control all waste, rubble, scrap etc., will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Contractor will ensure that the matter is brought to record with the NWPL or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an a certified institution.

NOTE: No Contractor / employer shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

20. MINIMUM REQUIREMENTS (NOT EXAUSTIVE) TO BE KEPT BY THE CONTRACTOR

a) Ablution facilities

The contractor shall make provision for adequate ablution facilities for his employees on site, unless provided for by the NWPL.

b) Smoking Areas

The NWPL is designated as non-smoking area.

c) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and the NWPL.

d) Equipment Compliance Certificates

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

- i. lifting equipment and lifting tackle
- ii. power driven machinery
- iii. electrical equipment
- iv. testing and monitoring equipment

e) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading (e.g. plastic danger tape) has been approved in writing by the NWPL. The contractors' barricading standard shall be included in the Health and Safety Plan. Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

f) Erection of Structures for Logistic Support

The NWPL shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

g) Fall Arrest and Prevention Equipment

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest. Equipment. Users of fall arrest equipment shall, amongst other things be trained in what an appropriate load bearing point is for connecting fall prevention equipment.

Any deviation from this requirement shall be negotiated and agreed with the NDPW in writing.

h) Hazardous Chemical Substances Waste Removal

The contractor shall provide adequately marked and sealable containers to transport all hazardous chemical waste from the source to the approved Works disposal point.

i) Personal Protective Equipment (PPE)

Personal protective equipment issued shall be specific to the risks associated with the work to be performed and specific to conditions on site and shall comply with South African National Standards (SANS) or similar.

21. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

22. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in the Health and Safety File;

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- an evaluation of the method of the work to be conducted
- the method statement on the procedure to be followed in performing the task shall be developed
- the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Physical and mental capabilities of employees
 - iii. Others as may be specified.
- a review plan for risk assessments shall provide for:
 - i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
 - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

b) Risk Profile

All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

c) Risk Based Inspection Program

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.

d) List of Statutory appointments

e) List of record keeping responsibilities Inspection checklist

L.T.

IMPORTANT CONTACT DETIALS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.



SERVICE	NUMBER	CONTACT PERSON
Hospital		



Ambulance		



Water		
Electricity		



Police		



Fire Brigade		

Engineer		
----------	--	--



--	--	--

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

SECTION 37(2) AGREEMENTS

CONCLUDED BETWEEN

NORTH WEST PROVINCIAL LEGISLATURE

(Hereinafter referred to as North West Provincial Legislature)

AND

.....

(Name of contractor/supplier)

I,[(name)representing
..... [Insert name of contractor/supplier], do
hereby acknowledge that [insert name of
contractor/supplier] is an employer in his/her own right, with duties as prescribed in the Occupational
Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to ensure that all work will
be performed and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that [insert name of contractor/supplier] shall
strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational
Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service[insert
brief details of project/service, for example, name, contract/project number]
.....and will comply with the requirements set out in these.

LET

I accept and agree that the SHE specifications constitute arrangements and procedures between [Insert name of contractor/supplier] and NWPL, which will ensure compliance by [Insert name of contractor/supplier] with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this day of 20 at

..... (Place)

(Full name)..... (Signature) on

Behalf of (Supplier/contractor)

Contractor Responsible Manager (responsible for signing the North West Provincial Legislatures' contract on behalf of the contractor)

Witnesses

1.

2.

Signed this day of 20

L.I

At (Place)

(Full name (Signature).....on

On behalf of **NORTH WEST PROVINCIAL LEGISLATURE (NPWL).**
(North West Provincial Legislature representative)

Witnesses

1.

2.

1-1

DETAILS OF CONTRACTOR:

Name and Surname _____

Tel No. and Cell No. _____

Fax No. _____

DETAILS OF CONTRACT (WORK TO BE EXECUTED):

Description _____

Ref. No. (Invoice / Order No.). _____

Start Date _____

SUPERVISION BY THE NORTH WEST PROVINCIAL LEGISLATURE:

DETAILS OF NWPL REPRESENTATIVE:

Name and Surname **Mononotshi Mongwaketsi** _____

Tel No. and Cell No. 018 392 7000 / 066 245 9435 _____

Fax No. N/A _____

LEI

SUPERVISION BY CONTRACTOR:

DETAILS OF CONTRACTOR'S SUPERVISOR:

Name and Surname _____

Tel No. and Cell No. _____

Fax No. _____

**DETAILS OF CONTRACTOR'S HEALTH AND SAFETY
REPRESENTATIVES:**

Name and Surname _____

Tel No. and Cell No. _____

Fax No. _____

L.I

LE

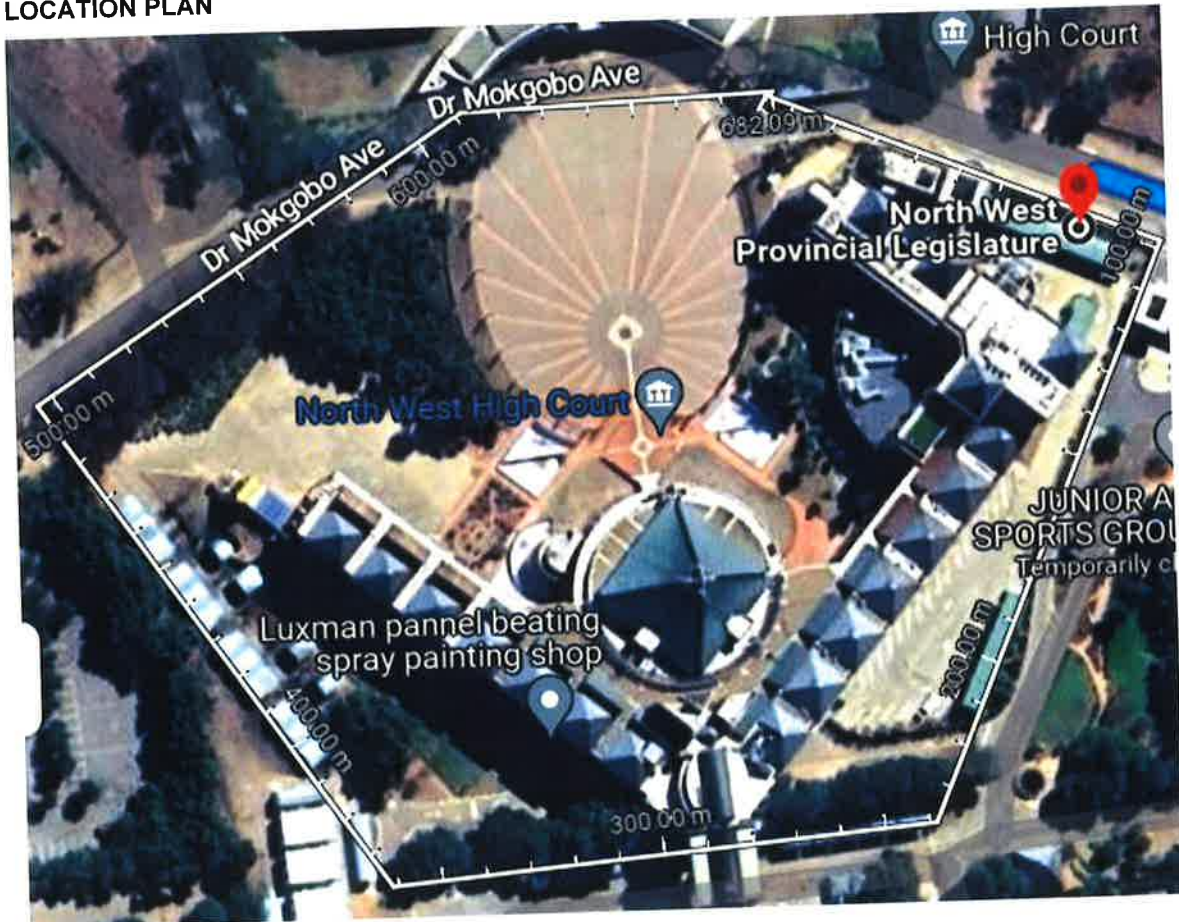
C4 Site Information

L.I.

C4 Site Information

The site is situated at North West Provincial Legislature, New Parliament Building, Dr James Moroka Drive Mmabatho, 2735

LOCATION PLAN



C4.2 WORK AREA

Employer shall make available a work site, free of charge, to the Contractor for the duration of the Contract. The location of the site will be pointed out by the Supervisor during the site clarification meeting. The Contractor shall submit a site layout plan indicating the proposed working areas, storage, stock piling area, amongst others before for approval by the Principal Agent before establishing on site.

C4.3 ACCESS

The site is accessible will be confirmed by the Project Manager.

L.I