

## PA-04 (GS): NOTICE AND INVITATION TO BID

**THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF 36 MONTH CONTRACT: PEST CONTROL IN WESTERN CAPE – AREA: 3**

<b>Project title:</b>	<b>36 MONTH CONTRACT :PEST CONTROL IN WESTERN CAPE -- AREA 3</b>		
<b>Bid no:</b>	<b>CPTYT 19/21</b>		
<b>Advertising date:</b>	<b>07/09/2021</b>	<b>Closing date:</b>	<b>28/09/2021</b>
<b>Closing time:</b>	<b>11:00 AM</b>	<b>Validity period:</b>	<b>60 days</b>

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): 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.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement.
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	Submission of a fully Price Bill
<input type="checkbox"/>	PA-40, declaration of designated groups for preferential procurement
<input checked="" type="checkbox"/>	Submission of fully completed PA-32 (of invitation to bid) failure to do that will lead to disqualification of a bid document
<input type="checkbox"/>	Submission of Tax Compliance status PIN or a copy of Tax Clearance Certificate
<input checked="" type="checkbox"/>	<p>Only Bidders registered as B-BBEE Status level 1 and 2 contributors will be considered for this bid, as per the Preferential Procurement Regulations 2017. Bidders that do not meet these pre-qualification criteria will be disqualified from further evaluation.</p> <p>Bidders are required to submit original or originally certified proof of B-BBEE Status Level of contributor or a sworn affidavit in terms of the codes of good practice. B-BBEE as may be issued by the Department of Trade and Industry (DTI) are accepted.</p> <p>The B-BBEE Status Level Verification Certificates submitted must be issued by the following agencies: For tenderers other than EMEs (Exempted Micro Enterprises) (i) Verification agencies accredited by SANAS; or For tenderers who qualify as EMEs (i) Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths. The date the deponent signed and the date on the stamp of the Commissioner of Oaths must be the same according to B-BBEE COMMISSION PRACTISE GUIDE 01 2018 section 17(i).</p> <p>A trust, consortium or joint venture must submit a consolidated B-BBEE status Level Certificates together with the bids.</p>

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

<input type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;

This bid will be evaluated according to the preferential procurement model in the PPPFA:  
 (Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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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.

**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.

Minimum functionality score to qualify for further evaluation:	50
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Functionality criteria:	Weighting factor:
<p><b><u>Experience</u></b></p> <p>Bidder must demonstrate adequate experience to have successfully managed projects of pest control services to the threshold value equal to or above R150 000.00 per project completed in the last Three (3) years. Bidder must attached the appointment letter/service level agreement/contract/order form from previous employers as proof of your experience listed on the DPW-09 form. Failure to attach the required proof will result in no scoring of points in this criteria. Bidder should submit the standard template to their referees to complete and attached it to the tender document at closing time.</p> <p>1 Point = Demonstrate managed 1 project            2 Points = Demonstrate managed 2 projects            3 Points = Demonstrate managed 3 projects            4 Points = Demonstrate managed 4 projects            5 Points = Demonstrate managed 5 or more projects</p>	<p>30%</p>
<p><b><u>Quality</u></b></p> <p>References listed on the DPW-09 will be used to obtain the quality of work. Bidders must provide contactable references with the person's name and contact details and email address. The Bidders must forward the standard template attached in tender document (Annexure A) – Bid Evaluation Report to the referees to complete, stamp and sign, the form must be attached to tender document when submitting on the closing date. Bidder must provide a minimum of two bid evaluation reports of projects listed on DPW-09 (EC)</p> <p>1 Point = Very poor            2 Points = Poor            3 Points = Satisfactory            4 Points = Good            5 Points = Excellent</p>	<p>20%</p>
<p><b><u>Resources – vehicles</u></b></p> <p>Bidder must provide proof of ownership originally certified copies of LDV vehicle registration forms and copies of originally certified valid disc and /or demonstrate access to vehicles (Proof of Lease with two signatories of the lessor and lessee / Rental Agreement / Letter of intent).</p> <p>1 Point = 1 Vehicle            2 Points = 2 Vehicles            3 Points = 3 Vehicles            4 Points = 4 Vehicles            5 Points = 5 or more Vehicles</p>	<p>25%</p>

<p><b>Human Resources</b> <b>Project Leader:</b></p> <p>The project leader must be registered at the <b>Pest Control Industries Professional Council (PCIPC)</b>. Project leader must be a person who can demonstrate extensive experience and technical know-how in the Pest Control Industry. Such person is expected to be familiar with current norms and standards, share the best practices and solutions with the representatives of the Department of Public Works &amp; Infrastructure. He / she will be in charge of the team. The winning bidder may not substitute the project leader after the award. Such person may only be substituted by an equal or better qualified person, upon approval by the Department. He / she will be scored on experience and registration. Registration (PCIPC) of the project leader to be attached to his / her CV (originally certified not older than three months)</p> <p><b>Experience of the project leader</b></p> <p><b>1 Point = 1 year of supervisory experience plus registration.</b> <b>2 Points = 2 years of supervisory experience plus registration.</b> <b>3 Points = 3 years of supervisory experience plus registration.</b> <b>4 Points = 4 years of supervisory experience plus registration.</b> <b>5 Points = 5 or more years of supervisory experience plus registration.</b></p> <p><b>Note: Bidder must score in all Criterion in order to qualify for further evaluation.</b></p>	<p>25%</p>
<p><b>Total</b></p>	<p><b>100 Points</b></p>

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- The points scored by a tenderer in respect of the level of BBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

**COLLECTION OF BID DOCUMENTS:**

- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za/](http://www.etenders.gov.za/) [www.publicworks.gov.za](http://www.publicworks.gov.za)  
 Alternatively; Bid documents may be collected during working hours at the following address **9<sup>TH</sup> FLOOR; TENDER OFFICE, CUSTOMS HOUSE BUILDING.**  
 A non-refundable bid deposit of R **100.00** is payable, (Cash only) is required on collection of the bid documents.
- A **select** pre bid meeting with representatives of the Department of Public Works will take place at **insert address** on **dd/mm/yyyy** starting at **insert time**. Venue **insert venue**. (if applicable)

**ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:**


<b>DPW Project Leader:</b>	Ms. N. KILANI	<b>Telephone no:</b>	021 402 2133
<b>Cell no:</b>	076 413 1824	<b>Fax no:</b>	
<b>E-mail:</b>	Nontembiso.Kilani@dpw.gov.za		

**DEPOSIT / RETURN OF BID DOCUMENTS:**

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.  
 Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.  
 All tenders must be submitted on the official forms –

<p><b>BID DOCUMENTS MAY BE POSTED TO:</b></p> <p>THE DIRECTOR -GENERAL                  DEPARTMENT OF PUBLIC WORKS                  PRIVATE BAG X 9027  <b>CAPE TOWN</b>  <b>8000</b></p> <p>ATTENTION:  <b>PROCUREMENT SECTION: ROOM 941</b></p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p><b>DEPOSITED IN THE TENDER BOX AT:</b></p> <p><b>Customs House Building</b>  <b>Heerengracht</b>  <b>FORESHORE</b>  <b>Ground floor</b></p>
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**COMPILED BY:**

Ms. N. KILANI		CHIEF WORKS MANAGER	2021/09/06
Name of Project Leader	Signature	Capacity	Date



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>			
BID NUMBER:	CPTYT 19/21	CLOSING DATE:	28/09/2021
		CLOSING TIME:	11:00 AM
DESCRIPTION	5 MONTH CONTRACT PEST CONTROL IN WESTERN CAPE - AREA 3		

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).**  
 BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
 SITUATED AT (STREET ADDRESS)

FLOOR, CUSTOMS HOUSE BUILDING, HEBRENGRACHT STREET, FORESHORE CAPE TOWN
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<b>OR POSTED TO:</b>
DEPT OF PUBLIC WORKS & INFRASTRUCTURE, PRIVATE BAG 20027 CAPE TOWN, 8000

<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		TCS PIN:	OR CSD No:
<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
		<input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
		<input type="checkbox"/> A REGISTERED AUDITOR	
NAME:			

**[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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	

SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)
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TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE (ALL APPLICABLE TAXES)
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<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## 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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

### 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

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

**NB:** FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

**Note Well:**

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

<sup>i</sup> All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

**PA-09 (GS): LIST OF RETURNABLE DOCUMENTS**

<b>Project title:</b>	36 MONTH CONTRACT: PEST CONTROL IN WESTERN CAPE - AREA 3		
<b>Project Leader:</b>	NONTEMBISO KILANI	<b>Bid / Quote no:</b>	CPTYT 19/21

**1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:**

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
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	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>

Name of Bidder	Signature	Date





### PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in **full** and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	36 MONTH CONTRACT:PEST CONTROL IN WESTERN CAPE - AREA 3		
Bid no:	CPTYT19/21	Reference no:	

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

**1. CIDB REGISTRATION NUMBER (if applicable)**

2. Any legal person, including persons employed by the State<sup>1</sup>; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder<sup>2</sup> ect .....

3.4 Company Registration Number: .....

3.5 Tax Reference umber:.....

3.6 VAT Registration Number: .....

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



1 "State" means –

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

2 "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state?  YES  NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed .....

Position occupied in the state institution:.....

Any other particulars:

.....  
.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?  YES  NO

3.8.1 If so, furnish particulars:.....  
.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  YES  NO

3.9.1 If so, furnish particulars.  
.....  
.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the



evaluation and or adjudication of this bid?

YES  NO

3.10.1 If so, furnish particulars.

.....  
.....

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

YES  NO

3.11.1 If so, furnish particulars:

.....  
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	If so, furnish particulars:		



5.3	Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

**6. CERTIFICATION**

I the undersigned (full name) \_\_\_\_\_ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

**This form has been aligned with SBD4 and SBD 8**

## PA-15.1: 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 Department of Public Works 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			
11			
12			
13			
14			



## Resolution of Board of Directors: PA-15.1

15			
16			
17			
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19			
20			

*The bidding enterprise hereby absolves the Department of Public Works 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**



## PA-15.2: 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:

- 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 Department of Public Works in respect of the following project:

\_\_\_\_\_

(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

- \*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.

- 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.
- 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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works 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**





# PA-15.3: 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)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

**RESOLVED that:**

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works 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.

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: \_\_\_\_\_



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works 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).



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

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

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

### 1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- 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. The value of this bid is estimated to **Select** R50 000 000 (all applicable taxes included) and therefore the...**Select Points**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

1.3.1 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
1.3.1.1 <b>PRICE</b>	<b>Select Price Points</b>
1.3.1.2 <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>Select B-BBEE Level</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".



## Preference Points Claim for Bids: PA-16

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under



### Preference Points Claim for Bids: PA-16

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 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**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration



Preference Points Claim for Bids: PA-16

$P_{min}$  = Comparative price of lowest acceptable bid

**5. Points awarded for B-BBEE Status Level of Contribution**

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 10 or 20 points)



Preference Points Claim for Bids: PA-16

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

**8 SUB-CONTRACTING (relates to 5.5)**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

..... %

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

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

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

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

9.2 VAT registration number : .....

9.3 Company registration number : .....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

- 1. ....
- 2. ....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	36 MONTH CONTRACT:PEST CONTROL IN WESTERN CAPE :AREA 3		
<b>Bid no:</b>	CPTYT 19/21	<b>Reference no:</b>	

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

## Certification of Independent Bid Determination: PA-29

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

### Certification of Independent Bid Determination: PA-29

- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

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



### Certification of Independent Bid Determination: PA-29

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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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.

Name of Bidder	Signature	Date	Position

## DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

<b>Project title:</b>	36 MONTH CONTRACT : PEST CONTROL IN WESTERN CAPE - AREA 3	
<b>Tender / quotation no:</b>	CPTYT 19/21	<b>Closing date:</b> 28/09/2021
<b>Advertising date:</b>	07/09/2021	<b>Validity period:</b> 60 days

### 1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

#### 1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

**1.2. 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						
8						
9						

Name of Tenderer		



# PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer .....

EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

## 1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
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# Where Owners are themselves a Company, Close Corporation, Partnership, etc, identify the ownership of the Holding Company, together with Registration number  
## State date of South African citizenship obtained (not applicable to persons born in South Africa)

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise



## PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

### 2. DECLARATION:

**The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:**

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

**Signed by the Tenderer**

<b>Name of representative</b>	<b>Signature</b>
	<b>Date</b>



**Bidder Quality Performance Evaluation**

The Bidder to Demonstrate Competence and Experience in Delivering Key Projects Similar to Pest Control Service.

Valuator Company Name: .....

Bidders Company Name: .....

Value of Project: R.....

Project Title: .....

Period: .....

Brief description of work done by bidder:

.....  
.....

Will Require References as pose to the following questions:

STATEMENT	POOR 1	SATISFACTORY 3	GOOD 4	EXCELLENT 5
1) Adhered strictly to the terms of the contract and all contractual instructions and directions issued by the employer time to time.				
2) Responded promptly and timeously to Queries and complaints raised by the Employer in regard to work executed and reported regularly on progress.				
3) Manifested the required degree of Competence, Expertise and Skill in Executing the most Economical and Cost Effective manner.				

Name of Valuator: \_\_\_\_\_

Position: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Signature of Valuator: \_\_\_\_\_

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

Company stamp:

NB: This form must be completed by Referee.

## PA-10: General Conditions of Contract (GCC)

# PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

### 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.

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## PA-10: General Conditions of Contract (GCC)

### 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.

## PA-10: General Conditions of Contract (GCC)

- 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](http://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

## PA-10: General Conditions of Contract (GCC)

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.

## PA-10: General Conditions of Contract (GCC)

- 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. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

## PA-10: General Conditions of Contract (GCC)

(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 fulfilment 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



## PA-10: General Conditions of Contract (GCC)

- 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 cancelling 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:

#### PA-10: General Conditions of Contract (GCC)

- (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 of not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 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 the 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 ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## PA-10: General Conditions of Contract (GCC)

### 25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### 26. Termination for insolvency

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

### 27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the 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 the 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 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.

PA-10: General Conditions of Contract (GCC)

**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

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

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

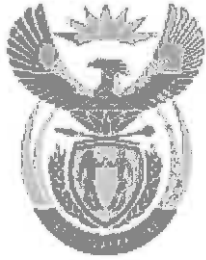
**34. Prohibition of Restrictive Practices**

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Name of Bidder	Signature	Date



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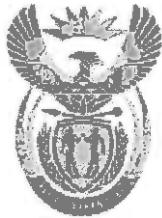
**36 MONTHS TERM CONTRACT FOR PEST CONTROL IN THE WESTERN CAPE REGION**

**(Fumigation of Cockroaches & Eradication of Rodents)**

**AREA: 3 (THREE)**

**BID NO.: CPT/1 19/21**

**OFFICE OF THE REGIONAL MANAGER  
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE  
PRIVATE BAG X9027  
CAPE TOWN  
8000**



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## 36 MONTHS TERM CONTRACT: FOR PEST CONTROL IN THE WESTERN CAPE.

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**36 MONTHS TERM CONTRACT: FOR PEST CONTROL IN THE WESTERN CAPE.**

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**Department:**  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

**36 MONTHS TERM CONTRACT: FOR PEST CONTROL**

**IN THE WESTERN CAPE**

**AREA – 3 (THREE)**

**(1.0.0.0)**

**THE BID**



# NOTES TO BIDDERS

## 1.0 SCOPE OF CONTRACT:

This contract is for the pest control to properties falling under the control of the Department and as listed in Schedules-1; & 2. Schedule-1 indicates the compulsory number of treatments (quarterly or otherwise indicated) to the applicable buildings, premises and/or complexes.

The treatment specified in Schedule-2 must only be executed upon instruction from the Department. The number of rat boxes indicated in Schedule-2 is provisional, therefore no guarantee of quantities required.

The Department of Public Works and Infrastructure will also have the right to enter into new contracts for major Repairs and Renovations, Capital Works or any other maintenance or repair work in any complex or building covered in the area of this contract. The work included in such existing or new contracts will automatically be excluded from this contract.

The Department will not appoint the same Service Provider for more than One (1) area per discipline. This will be done in the interest of spreading work between more Service Providers. The Department will only appoint the same Service Provider with more than One (1) area per discipline in the cases where there is a shortfall of successful bidders in the area and within the estimate Price range for the area Bided.

All Bids will be Evaluated, Scored, the Highest scoring Bidder will be awarded One (1) area and preference will be given to the Bidder based in the Area bided and limited to 1 (One) area per Bidder.

**THE QUANTITIES REFLECTED IN THE SCHEDULES ARE MERELY ILLUSTRATIVE AND NO WARRANTY CAN BE GIVEN AS TO THE QUANTITIES OF WORK THAT WILL ULTIMATELY BE ENTRUSTED TO THE SUCCESSFUL BIDDER.**

## 2.0 UNCERTAINTY ABOUT SCOPE:

Should the contractor be uncertain about the scope of work to be executed against any item included in the Schedules or under this contract, the National Department of Public Works and Infrastructure must immediately be requested in writing to clarify its instructions before the submission of a tender.

### **3.0 INSPECTION OF SITE:**

Bidders shall visit the Site(s) before tendering and satisfy themselves as to the local conditions, the accessibility of the Site(s), the full extent and nature of the work to be done and the conditions affecting the execution of the Contract generally. Claims on the grounds of lack of knowledge in such respects or otherwise **will not be entertained**.

### **4.0 PRICES / UNIT RATES:**

#### **4.1 ADDITIONAL COSTS:**

All prices quoted by the Bidder for items in this document must include for additional costs, if any that may occur as a result of these Notes to Bidders as well as for the supply of all equipment, normal plant and everything necessary for the proper performance of the work.

#### **4.2 UNIT RATES:**

All rates in the schedules shall be deemed to be inclusive for material, labour, plant, profit, compliance with Occupational Health and Safety Act, Construction Regulations and any other cost associated with the successful execution of the required work unless otherwise stated.

**NOTE: TRANSPORT COSTS, INCLUDING WORKER'S AND DRIVER'S TRAVELLING TIME MUST BE INCLUDED IN ALL SCHEDULE RATES (SCHEDULES 1 & 2). UNDER NO CIRCUMSTANCES WILL TRANSPORT OR TRAVELLING COSTS BE PAID WHERE THIS IS CLAIMED AS A SEPARATE ITEM ON ANY INVOICE RENDERED.**

#### **4.3 VALUE ADDED TAX (VAT):**

All rates and prices entered in this Bid document must be net, i.e. exclusive of Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedules as reflected in the Summary.

#### **4.4 PROVISIONAL QUANTITIES:**

All quantities in this Bid document are provisional and inserted in order to obtain competitive bidder. The Department reserves the right to increase or decrease quantities during the progress of the contract without affecting unit rates.

## **5.0 CONTRACT PRICE ADJUSTMENTS / ESCULATION:**

This contract will not be subject to price adjustments to cater for costs as a result of escalation (material, labour, transport, etc.).

**This is a fixed price contract and no price adjustment of whatever nature, except for reductions or increase in Value Added Tax (VAT) shall be applicable.**

## **6.0 DOCUMENTATION:**

### **6.1 COMPLETENESS OF DOCUMENTATION:**

The pages of this Bid document are numbered consecutively. The Bidder shall, before submitting his Bid, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or if this tender contains any obvious errors, the tenderer shall obtain a directive in writing from the National Department of Public Works.

The text of this document and other documents as prepared by the National Department of Public Works & Infrastructure will be adhered to and no alteration, erasure, omission or addition thereto by the tenderer will be recognised.

### **6.2 DOCUMENTS:**

The following documents must be read in conjunction with this Bid:

- i) Standard Specification for materials and methods to be used (OW 371 Fourth Revision of October 1993).
- ii) Municipal By-laws/regulations and any special requirements of the Local Authority.
- iii) Occupational Health and Safety Act No. 85 of 1993.
- iv) Conditions of Contract (PA-10 (FM)).
- v) Department of Agriculture Act 36 of 1947.

The Bidder shall study these documents to acquaint themselves with the contents as no claims in this regard will be entertained.

## **7.0 CONTRACT PERIOD:**

This Bid shall be valid for a period of (36) months commencing from the date of the letter of acceptance,

Notice to such renewal if any will be given 2 (two) months before termination of contract.

## **8.0 EXECUTION OF WORK:**

An adequate and comprehensive service of a standard at all times acceptable to Department of Public Works & Infrastructure is to be provided, and although not limited to, shall comply with the requirements of SANS 1475, 0105 and any other applicable Code of Practice and/or Government Regulations, with latest amendments.

## **9.0 MANAGEMENT OF EXECUTION OF WORK:**

The Contractor undertakes to:

- a) Provide the Department with a list of names of his representatives / agents who will be responsible for management of the execution of the work at the individual buildings / areas covered by this contract.
- b) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service;
- c) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
- d) Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees;
- e) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- f) Provide qualified artisan(s) to carry out work during normal working hours and emergency inspections/treatment during week-ends and public holidays when required.
- g) Make suitable arrangements regarding the signing of job cards with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise and no invoice will be paid without the required signed documents.

#### **10.0 ACCESS CARDS TO SECURITY AREAS:**

Should the work be within a security area, the contractor shall obtain from the relevant user department access cards for his personnel and employees who work within such an area.

The contractor must comply with any regulations or instructions issued from time to time concerning the safety of persons and property by the Client Department.

#### **11.0 SECURITY CHECKS ON PERSONNEL:**

The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the S.A. Police Services, or any other Statutory Body, may require the Contractor to have his personnel or a certain number of them security classified.

In the event of, the Department, the Chief of S.A. National Defence Force or the Commissioner of the S.A. Police Services, or any other Statutory Body requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith. The Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

#### **12.0 TRAINED STAFF:**

The Contractor shall use competent trained staff registered as a Pest Control Officer or under supervision of a P.C.O. as defined in Act 36 Of 1947. The P.C.O. shall have a registration for "Structural Pest Control" or be in possession of a National Certificate in Pest Control. At least one (1) such qualified P.C.O. shall be present for the duration of the treatment in order to supervise the treatment in compliance with Act 36 of 1947.

The Department reserves the right to inspect the Tenderers premises for chemicals, equipment, etc. and general good management before tenders are awarded.

**NOTE: BIDDERS ARE TO SUPPLY CERTIFIED COPIES OF ALL ARTISANS QUALIFICATIONS / LICENSES OR CERTIFICATES RELEVANT TO THIS TENDER AS WELL AS CERTIFIED COPY OF ID DOCUMENTS. FAILURE TO DO SO WILL DISQUALIFY THE TENDER SUBMITTED.**

#### **13.0 EXECUTION OF PEST CONTROL SERVICES:**

An adequate and comprehensive service of a standard at all times acceptable to Department of Public Works & Infrastructure is to be provided, and although not limited to, shall comply with any applicable Code of Practice and/or Government Regulations, with latest amendments.

In the event of failure of the Contractor to carry out work specified to the satisfaction of the Regional Manager, the latter reserves the right to make any other arrangement

necessary to carry out the said specified work. The Contractor shall then be held liable to the Regional Manager for payment of any additional expenditure hereby incurred, as well as for payment of damages that the Regional Manager may have suffered as a direct result of his default or neglect.

#### **14.0 RESPONSE TIME:**

**The contractor to submit telephone/cell phone and email address where he/she could be contacted 24-hours/day.**

Scheduled fumigation to be carried out within seven days of date as stated on previous job card.

Should this not be possible, it is the responsibility of the contractor to obtain an extension of time. This written request shall clearly state all of the reasons for the extension, as well as the actual extension required to complete the treatment. Permission for any extension shall be granted in writing.

An emergency must be attended to with minimum delay and in any event, within 2 days of receipt of the call or within reasonable time as agreed to by the Departmental Representative.

If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor. The additional costs, if any for such work, executed by the third party, will be for the account of the Contractor.

#### **15.0 PROTECTION:**

Allow for the protection against dust or spray emissions of chemicals while using jet or spray hose and for any tarpaulins or screens that may be necessary to prevent any contamination or damages to surrounding areas or surfaces.

Any damages caused to items or buildings during treatment will be repaired at the contractor's expense and to the satisfaction of the Department.

#### **16.0 CHEMICALS/INSECTICIDES AND RODENTICIDES:**

All chemicals and/or insecticides used shall be in accordance with the requirements of any local Municipality, Health and Safety Act or any other State Act and the handling thereof shall be in accordance with said requirements.

Insecticides may be selected from any group of chemicals with the exception of two groups namely, (i) Organo Phosphates (ii) Organo Chlorine, which have been excluded

for health and safety reasons and is in accordance with international trends.

Rodenticides shall be approved by the working group of the Endangered Wildlife Trust because of the reduced risk of secondary poisoning.

#### **17.0 REDUNDANT MATERIAL, RUBBLE AND WASTE:**

The Contractor shall, upon completion of the treatment, remove all redundant chemicals, materials, rubbish and waste from the site, ensuring that the building and premises are left in a clean and neat condition.

#### **18.0 OFFICIAL ORDER FORM:**

- a) An official order number for this contract will be issued to the contractor.
- b) Only officials of the Department may commission services to the contractors. For each Non-Scheduled service a complaint will be registered with a unique reference number. The Contractor will receive the complaint via facsimile facilities. It is however, expected of the contractor to respond to telephonic requests for services.
- c) No invoice will be processed for payments without the necessary reference number.

#### **19.0 JOB CARDS:**

Job Cards shall be completed in all respects for each and every pest control treatment/service undertaken.

The Contractor must provide his own supply of Job Cards in accordance with the example included herein.

The Job Card must be completed legibly in black ink after completion of each treatment / service and all unused lines shall be deleted.

In addition to the original completed Job Card submitted with the invoice/account, the contractor shall submit a copy of the fully completed Job Card to the Client/User Department for audit purposes and for the verification of the deletion of the unused lines. Failure to comply with the above could delay payment.

**NOTE: THE USE OF CORRECTION FLUID IS NOT ALLOWED ON ANY DOCUMENTATION.**

## 20.0 ACCOUNTS:

Accounts for services rendered, must be accompanied by Job Cards for each separate building / complex or service.

The unit rates for items on the Job Card must be cross-referenced to the applicable rates for similar items in the Tender document by means of the page and item numbers e.g. 59/5.1 (page 59, item 5.1).

**NOTE: ANY ERRORS IN THE COMPILATION OF THE JOB CARDS OR ACCOUNTS DISCOVERED AT A LATER STAGE, SHALL BE RECTIFIED AND ANY OVERPAYMENT RECOVERED BY THE DEPARTMENT.**

## 21.0 NON-SCHEDULED WORK:

Contractor shall submit a copy of the suppliers invoice in respect of material used executing non-scheduled services with their invoice for payment. The material with quantities must be clearly descriptive. The mark-up (elsewhere in document) on non-scheduled material will be calculated after discounts, to be credited to the Department (if any) and before VAT.

## 22.0 PAYMENT:

- invoices must be submitted frequently on completion of services, but it is requested from the Bidders to submit invoices not later 7 days after completion of any job.
- Should the late submitting of invoices frequently occur without valid reason, the Department will have the right to terminate the contract.
- Bidders are also urge to submit all invoices within six (6) months after completion of this contract. **TAKE NOTE** that long outstanding invoicing for more than three years from the date of completion of the service ,will not be concurred for payment, the prescription act will be implied due to the contractor not submitting the invoice on time.
- The irregular and non-complaint submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidders overall performance.
- Payments of invoices complying with all the requirements will be made within 30 days after official department receipt of correct invoices.

**NOTE:** Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.

### 22.1

- The successful bidder's administration must be in order.
- This implies that all the outstanding invoices for work done for the Department must be submitted before the awarding of the contract.
- Failure to do so may lead to not being awarded a contract.



## AREA- 2: SCHEDULE - 1 (ONE)

### DESCRIPTION OF WORK

**ALL THE UNIT RATES OF THIS SCHEDULE MUST BE COMPLETED BY THE BIDDER. "NO COST" OR UNPRICED ITEMS SHALL LEAD TO DISQUALIFICATION OF THE BIDDER**

**IN THIS SCHEDULE, THE WORK WILL ONLY BE CARRIED OUT ON REQUEST (CPT NO'S)**

**DESCRIPTION OF WORK: Treatment of Cockroaches annually requested on buildings and complexes (All DPW buildings as listed below.)**

**ALL THE UNIT RATES OF THIS SCHEDULE MUST BE COMPLETED BY THE BIDDER. "NO COST" OR UNPRICED ITEMS SHALL LEAD TO DISQUALIFICATION OF THE TENDER**

**In this schedule, treatment will be on the following:**

**1.1 Complete complex: Will mean all buildings, roads, etc. within the boundaries, fences or premises.**

**1.2 Entire buildings: will mean all rooms, offices, stores, ceilings, basements, lifts shafts, motor rooms and stairs. This treatment will allow for the use of spray, gas, gel and powder on all offices equipment, electrical and electronics, appliances, filing cabinets, etc.**

**.3 IN THIS SCHEDULE, THE WORK WILL ONLY BE CARRIED OUT ON REQUEST (CPT NO'S)**

**1.4 UNIT RATES INCLUDE MATERIAL, LABOUR AND TRANSPORT**

	BUILDING	PART OF BUILDING TO BE TREATED	TREATMENT only on REQUEST	RATE PER TREATMENT R c	COST R c
1	Prestige Buildings	Laborial Park (65units)	4		
2	Prestige Buildings	Acacia park (498 units)	4		
3	Prestige Building	Northern Suburb (20 units)	4		
				SUB TOTAL	

## **SCHEDULE – 2 (TWO)**

### **DESCRIPTION OF WORK**

**ALL RATES IN THIS SCHEDULE MUST BE COMPLETED BY THE TENDERER. UNREALISTIC, "NO COST" OR UNPRICED ITEMS SHALL LEAD TO DISQUALIFICATION OF THE TENDER.**

- ❖ The work in this schedule will only be for treatment of Rodents and pests as listed on page 36, executed upon instruction by the Department of Public Works.(CPT)
- ❖ This work will not necessarily be done at the same time as treatment in Schedule -1, therefore the contractor must allow in his rate for labour, transport and other costs.
- ❖ The contractor must also allow in his rates (rodent control) for the removal of dead rats and mice from buildings and roof spaces.
- ❖ The (rat/mice) box as described in the schedule rates, must comply to the standards set out by the Local Authority, Health and Safety Act or any other State Act, Act 38/1947 and filled with rodent bait as specified.
- ❖ This treatment will be on all Gov. Buildings except Devolved police stations.
- ❖ Rates will be based on quantities used.
- ❖ **UNIT RATES TO INCLUDE MATERIAL, LABOUR, TRANSPORT ETC.**
- ❖ Once the Tamper Proof Stations have been installed they become the property of the Public Works and cannot be removed

	TYPE OF TREATMENT	QUANTITY	RATE PER UNIT		TOTAL	
			R	C	R	C
1.	Tamper Proof Station (Rodent Control)installed with Bait	8000				
2.	Standard Box (Rodent Control) installed with bait	8000				
3.	Intermediate Replenish of all stations and boxes with Bait and removal of dead rodents	8000				
4.	Final treatment removal of dead rodents and Standard Boxes	8000				
5.	Max –Force (Gel – Tube)	1				
6.	Goliath (Gel – Tube)	1				
7.	Nu Pro (Aerosol –Fogger)	1				
8.	Altra Kili PCO Flushing Agent	1				
9.	Alphathrin (Dilution rate 40ml / 5 lit water)	Per/ Litre				
10.	Tempo SC (Dilution rate 40mi / 5 lit water)	Per/ Litre				
11.	Responsar EW (Dilution rate 40ml / 5 lit water)	Per/ Litre				
12.	Super Crackdown SC(Dilution rate 40ml / 5 lit water)	Per/ Litre				
13.	Fendona SC (Dilution rate 40ml / 5 lit water)	Per/ Litre				
<b>SUB TOTAL</b>						

**END OF SCHEDULE – 2 (TWO)**

**TOTAL CARRIED FORWARD TO SUMMARY PAGE:**

**SUMMARY**

The total tender price for this service must include all labour and material required for the proper execution of the work and shall be carried over to the Tender Form, which must be returned together with this document.

a. Amount for all work specified in Schedule -1 (One) R.....

b. Amount for all work specified in Schedule -2 (Two) R.....

**Add: Value-added Tax (VAT)** R.....

**Total Carried Forward to (PA-32) Invitation to Bid form R.....**

1. Are you registered in terms of sections 23(1) of 23(3) of the value added tax act, 1991 (Act no. 89 of 1991)?

YES  NO

2. If YES, state your VAT registration number. \_\_\_\_\_

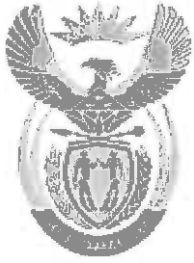
**BIDDER'S SIGNATURE:** .....

**ADDRESS:** .....  
.....  
.....

**DATE:** .....

**END OF PRICING DATA**

**COMPILED BY: N.KILANI**



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**Department:**  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

## **36 MONTHS TERM CONTRACT FOR PEST CONTROL**

### **IN THE WESTERN CAPE**

#### **AREA – 3 (THREE)**

**(4.0.0.0)**

#### **Specification**

- **Specification for Work to be done**

## SPECIFICATION FOR WORK TO BE DONE

### PEST CONTROL SERVICE:

The Contractor shall carry out all necessary inspections and treatments to bring under control any infestation by pests as listed under the various buildings/premises and to carry out further inspections and treatments as may be necessary to maintain control of the listed pests on the premises, for the full duration of the contract period. (See "Scope of Contract" item 1.0)

### ABBREVIATION / BRANDS OF INSECTICIDE:

TYPE OF PEST	ABBREVIATION	CONTRACTOR MUST STIPULATE THE BRAND OF INSECTICIDE
Ants	AN	
Rats	RT	
Mice	MS	
Cockroaches (German and American)	CR	
Bedbugs	BB	
Lice	LC	
Fish moths	FM	
Fleas	FS	
Weevils (or stored Product Pests)	SP	
Mites	MT	
Flies	FL	

### GUARANTEE:

The tenderer is to guarantee each treatment for the period indicated between treatments and agrees to carry out thereafter such further inspections and treatments as may be necessary to maintain control of these pests on the premises.

In the event of infestation by the specified pests at any time during the guarantee period, the Contractor will make, without charge to the Department, such additional inspections and treatments as may be necessary to re-establish control of the pests within forty eight (48) hours of receipt of the call/complaint.

**ALL PESTICIDES USED ARE TO BE:**

- (i) Registered in terms of Act 36 of 1947, and listed as required in the appropriate columns.
- (ii) Of non-staining properties.
- (iii) Applied strictly in accordance with the manufacturers instructions.
- (iv) May not be of the following chemical groups: (a) Organo Phosphates (b) Organo Chlorines
- (v) All rodenticides to be of a multiple feed classification and approved by the Poison Working Group of the Endangered Wildlife Trust and shall be placed in enclosed boxes as specified.

**NOTE: Bidder TO LIST AT LEAST 3(THREE) DIFFERENT TYPES OF PESTICIDES TO BE USED ON A ROTATION BASIS. THIS MUST BE USED IN ORDER OF LISTING AND ROTATED AGAIN AFTER THREE TREATMENTS.**

**TECHNICIANS:**

- (i) All service technicians to be registered in terms of Act 36 of 1947, and must be in possession of the current year's registration certificate.
- (ii) All services technicians to be neatly dressed in clothing that clearly displays the company name/logo.
- (iii) The Bidder must submit the company's and the operator's (service technician's) registration numbers and any other required security information before service will be awarded. A certified copy of proof of registration to be submitted with returned Bid documents. Renewal registration certificates must also be submitted after the current registration has expired.
- (iv) The Bidder must submit their registration number with the Workman's Compensation Commissioner.
- (v) Provide details of Public Liability Insurance inter alia:

Insurance Company: .....

Policy Number: .....

Limit per claim: .....

**NOTIFICATION OF TREATMENT:**

The Contractor shall ensure that they distribute written notification to inform the Client Department and the Department of Public Works, of the date and approximate time on which treatment is to be carried out and arrange access timely.

Furthermore, where access has to be gained to lift motor rooms, timely arrangements must be made with the relevant Elevator Company in order to gain access to said lift motor rooms.

The service in schedule 1 is to be executed after hours and weekends, unless otherwise agreed to by the Client Department and for the Department of Public Works & Infrastructure.

The Contractor must clearly specify in the notice to occupants of buildings he has to treat; any safety precautions during and after such treatment. Pro Forma copies of these notices are to be affixed to the tender document.



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Department:  
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REPUBLIC OF SOUTH AFRICA

**36 MONTHS TERM CONTRACT FOR PEST CONTROL  
IN THE WESTERN CAPE  
AREA – 3 (THREE)**

**(5.0.0.0)**

**Occupational Health and Safety**

- **Occupational Health and Safety Specification**



**HEALTH AND SAFETY  
SPECIFICATION  
FOR  
MAINTENANCE / SERVICE  
CONTRACTS**

**1      INTRODUCTION AND BACKGROUND:**

- 1.1      Background to the Health and Safety Specification
- 1.2      Purpose of the Health and Safety Specification
- 1.3      Implementation of the Health and Safety Specification

**2      OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION:**

- 2.1      Scope
- 2.2      Interpretation
  - 2.2.1      Application
  - 2.2.2      Definitions
- 2.3      General Administrative Requirements
  - 2.3.1      Compensation of Occupational injuries and Diseases Act (COIDA) Act 130 of 1993
  - 2.3.2      Health and Safety file
  - 2.3.3      Initial hazard identification and Risk assessment
  - 2.3.4      Health and safety training
  - 2.3.5      General record keeping
  - 2.3.6      Emergency procedures
  - 2.3.7      First Aid box and first Aid equipment
  - 2.3.8      Accident / incident reporting and investigation
  - 2.3.9      Personal protection equipment and clothing
  - 2.3.10      Non-conformance and failure to follow health and Safety measures
  - 2.3.11      Contractors
- 2.4      Requirements
  - 2.4.1      Hazardous chemical substances (HCS)
  - 2.4.2      Fire Extinguishers and Fire fighting equipment
  - 2.4.3      Scaffolding / working on heights

- 2.4.4 Ladders and ladder work
- 2.4.5 Portable electrical tools
- 2.4.6 Asbestos work
- 2.5 Electrical Installations
- 2.6 Sub Stations
- 2.7 Occupational health
- 2.7.1 Occupational hygiene
- 2.7.2 Alcohol and other drugs

**3 ANNEXURE - A**

Task completion form

**4 ANNEXURE - B**

Other requirements must be reported to DPW

**5 ANNEXURE - C**

Requirements to be reported on

**6 ANNEXURE - D**

Initial hazard identification and risk assessment as well as control measures

# **1 INTRODUCTION AND BACKGROUND:**

## **1.1 Background to the Health and Safety Specification**

The Construction Regulations in the Occupational Health and Safety Act and regulations 85 of 1993 place the onus on the Client to prepare a health and safety specification for all construction work.

## **1.2 Purpose of the Health and Safety Specification**

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and Construction Regulations in order to reduce incidents and injuries. This specification shall act as the basis for the drafting of the construction phase health and safety plan.

## **1.3 Implementation of the Health and Safety Specification**

This specification forms an integral part of the contract and the Contractor is required to use it at pre-tender phase when drawing up its Year Tender/maintenance/service contract health and safety plan. Where applicable the Principal Contractor shall forward a copy of this specification to all Contractors at their bidding stage so that they can in turn prepare health and safety plans relating to their operations.

# **2 HEALTH AND SAFETY SPECIFICATION:**

## **2.1 Scope**

The specification covers the requirements for eliminating incidents and injuries as far as reasonably possible for Cape Town: Year Tenders service contracts.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

## **2.2 INTERPRETATIONS:**

### **2.2.1 Application**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as set out previously.

## **2.2.2 Definitions**

The definitions as listed in the Occupational Health and Safety Act 85 / 1993 and Construction Regulation shall apply.

## **2.3 GENERAL ADMINISTRATIVE REQUIREMENTS:**

### **2.3.1 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)**

#### **(Registration with Workmen's Compensation)**

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the client as proof of registration. This certified proof of registration to be submitted with the tender document. Contractors shall submit proof of registration to the Principal Contractor. **No contractor will commence work on any site unless proof of the above is received.**

### **2.3.2 Health and Safety File**

The Principal Contractor and all Contractors shall have a health and safety file available at his premises, containing all health related information. The Health and Safety file must be handed to DPW at completion of the project.

### **2.3.3 Initial Hazard Identification and Risk Assessment**

An initial hazard identification and basic risk assessment is attached for perusal by the principal Contractor (Annexure D). These hazards and the consequential risks must be addressed in the Construction-phase health and safety plan to be submitted by the Principal Contractor and by other Contractors. The Principal Contractor must include a comprehensive risk assessment document compiled by a competent person, detailing all potential site-specific risks. Contractors shall do the same for their scope of work.

### **2.3.4 Health and Safety Training**

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health and safety induction training session before starting work. In this case, the induction must include the transportation risks. A record of induction training attendance shall be kept in the health and safety file.

### **2.3.5 General Record Keeping**

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Specification document, the OHS Act 85 /1993, and Construction Regulations. The Contractor shall ensure that all records of incidents / injuries, training, inspections, audits, etc. are kept in a health and safety file available on request.

### **2.3.6 Emergency Procedures**

The Principal Contractor shall acquaint himself with the client's emergency/evacuation procedure and adhere to all such procedures. All workmen shall be in possession of emergency telephone numbers and be capable / trained to handle injuries, incidents, fire, and major incidents.

### **2.3.7 First Aid Box and First Aid Equipment**

A fully stocked first aid box must be available on each of the maintenance vehicles whenever work is being carried out. The stock shall be risk-specific and have at least the minimum contents as per the legal requirements (General Safety Regulations, OHS Act 85 /1993).

### **2.3.8 Accident / Incident Reporting and Investigation**

Injuries are to be categorised into first aid, medical, disabling, fatal. The Principal contractor must stipulate how it will handle each of these categories. When reporting injuries to DPWI, these categories shall be used.

All injuries must be investigated by the Principal Contractor, with a report being forwarded to the DPWi forthwith.

### **2.3.9 Personal Protective Equipment (PPE) and Clothing**

The Principal Contractor shall ensure that all workers wear PPE. Task-specific PPE shall be identified during the risk assessment. See attached "initial hazard identification and risk assessment" (Annexure C) for minimum requirements.

### **2.3.10 Non-conformance and failure to follow Health and Safety measures**

Any non-conformance by an employee shall be dealt with by means of an internal disciplinary procedure. All such non-conformances must be documented and reported to the DPWI.

### **2.3.11 Contractors (sub-contractors)**

The Principal Contractor shall ensure the all Contractors under its control comply with this Specification document, the OHS Act 85 /1993, Construction Regulations and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as "sub-contractors", shall mutatis mutandis ensure compliance. Contractors are Employers in their own right and must comply with all requirements including but not limited to preparing a site-specific health and safety plan, opening and maintaining a health and safety file, training their workers, appointing competent supervisors, etc.

## **2.4 REQUIREMENTS:**

### **2.4.1 Hazardous Chemical Substances (HCS)**

Any hazardous chemical substances not able to be substituted must be safely transported. All workers must be inducted into the hazards, the consequences and control measures required to protect themselves against exposure. A list of these substances must be included in the health and safety file and updated as the site progresses. Material safety data sheets (MSDS) must be included by the supplier, however, it remains the Principal Contractor's responsibility to ensure that these MSDS's are available and in the file. All containers shall be clearly labelled, including dangers, control measures and emergency procedures.

No Hazardous chemicals substances, empty containers, may be left or disposed of on the Departments sites.

### **2.4.2 Fire Extinguishers and Fire Fighting Equipment**

The Principal Contractor shall carry at least one 9kg Co<sup>2</sup> and one 9kg DCP extinguisher on his service vehicle.

### **2.4.3 Scaffolding / Working at Heights including roof Work**

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall protection plan in accordance with the Construction Regulations before this work is undertaken

### **2.4.4 Ladders and Ladder Work**

The Principal Contractor shall ensure that all ladders are inspected regularly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.

#### **2.4.5 Portable Electrical Tools**

The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks are to be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment.

#### **2.4.6 Asbestos Work**

The maintenance of asbestos roof sheeting must be conducted under controlled conditions as specified in the Asbestos Regulations (no. R155, 2002).

A written safe work procedure is drawn up by the Principal Contractor or other asbestos contractor and submitted to an AIA for approval, before any work commences the Department of Labour must be informed and all asbestos work must be carried out by a registered asbestos contractor. The safe work procedure shall include but not be limited to:

The provision of safe access while working on roofs i.e. Duck boards and roof ladders;

The provision of suitable PPE and respiratory equipment for all asbestos workers who could be exposed to fibres.

The control of contaminated water, i.e. suitable filtration method to be used;

The prevention of dry cutting or drilling, a suitable wet method must be used;

The prevention of dry brushing of asbestos products;

The safe disposal of asbestos waste including contaminated water.

The prevention of high pressure water jetting unless a specialised control system is used;

The specification of fungicides and moss killer, including any related chemical hazards.

Acceptance of the safe work procedure will then be issued to the Principal Contractor before asbestos work may proceed. The Principal Contractor shall ensure that asbestos work complies with the Asbestos Regulations and the accepted safe work procedure, which shall include a full risk assessment of the related risks.

Copies of all certificates received by the contractor for safe disposal of asbestos must be handed to the Department.



## **2.5 ELECTRICAL INSTALLATIONS:**

Only licensed electrician's persons will be permitted to carry out electrical work.

## **2.6 SUB – STATIONS:**

Persons such as painters, carpenters etc. that have to carry out work in a sub – station shall do so under supervision of an authorised person as required by the notice in regulation 4 (a) of the electrical machinery regulations which states "No unauthorised entry".

## **2.7 OCCUPATIONAL HEALTH:**

### **2.7.1 Occupational Hygiene**

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors are to ensure that proper health and hygiene measure are put in place to prevent exposure to these hazards and risks. Prevent inhalation, ingestion, absorption, and noise induction. Site-specific health risks are tabled in Annexure D e.g. asbestos, cement dust, wet cement, vibration, and noise.

### **2.7.2 Alcohol and other Drugs**

No alcohol and other drugs will be allowed on site unless under controlled conditions under the supervision of the Principal Contractor's Responsible Person. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in return report this to the Principal Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. Full disciplinary procedures must be followed.

## 36 MONTHS TERM CONTRACT FOR PEST CONTROL

### ANNEXURE - A

The Principal Contractor and Contractors must submit their compliance with annexure A together with their construction-phase H&S plan.

HSS Item No.	Requirement	OHSA Requirement	Submission Date
2.3.1	Assignment of Responsible Persons to Supervise work	OHS act (section 16.2) & Construction Reg. 6	Before commencement on site
2.3.2	Competence of Responsible Persons	OHS Act (section 16.2) & Construction Reg. 6	Together with H&S plan
2.3.3	Compensation of Occupational injuries and Diseases - proof of registration	COIDA	Together with H&S plan
2.3.4	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.5	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.6	Initial Hazard Identification and Risk Assessment	Construction Registration.	Together with H&S plan
2.3.7	Health and Safety Representatives	OHS Act	Submit as soon as there are more than 20 employees on site

## 36 MONTHS TERM CONTRACT FOR PEST CONTROL

### ANNEXURE - B

The Principal Contractor shall make the following appointments according to the Health and Safety Specification: (further appointments could become necessary as the project progresses)

Contractors shall make the relevant appointments as per their operations. The Client reserves the right to insist on any health and safety related appointments as determined by its risk assessments.

<b>Appointment</b>	<b>OHSA Reference</b>	<b>Requirement</b>
CEO Assignee	Section 16 (2)	A competent person to assume the overall H&S responsibility-Principal Contractor's Responsible Person
Supervisor	CR 6.1	A competent person to supervise and be responsible for Health and Safety related issues on site
First Aid Person	GSR 3	A qualified person to address all on site first aid cases

## 36 MONTHS TERM CONTRACT FOR PEST CONTROL

### ANNEXURE - C

The Principal Contractor shall comply but not be limited to the following requirements:  
Report on these to DPW and place a copy on the Health and Safety file monthly.

What	When	Output	Accepted by Client with date
Health and Safety Plan	Before site hand over	Principal Contractor to report on status of Contractor's health & safety plans	
Health and Safety File	Open file when construction begins and maintain throughout	Have file on hand	
Induction training	Every worker before he/she starts work	Attendance registers. Signed by everybody who received induction training.	
Awareness Training (Tool Box Talks)	Every 2 <sup>nd</sup> weekly	Attendance registers	
Health & Safety Meetings	Monthly	Meeting minutes	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> <li>• Incidents/accidents and investigations;</li> <li>• non conformances by employees &amp; contractors;</li> <li>• Internal &amp; External H&amp;S audit reports</li> </ul>	
Emergency procedures	Weekly evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Method statements (safe work procedures)	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off	
General Inspections	Weekly and daily	OHS Act compliance: Registers <ul style="list-style-type: none"> <li>• Equipment</li> <li>• Transport</li> </ul>	

## 36 MONTHS TERM CONTRACT FOR PEST CONTROL

### ANNEXURE - C (Continues)

The Principal Contractor shall comply but not be limited to the following requirements:  
Report on these to DPW and place a copy on the Health and Safety file monthly.

What	When	Output	Accepted by Client with date
General Inspections	Monthly	<ul style="list-style-type: none"> <li>• Pump equipment</li> <li>• Repertory equipment</li> </ul>	
Complaints book	Update when necessary	Table any complaints and incidents at meetings	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Update monthly	Table a list of Contractors' workman's compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Update monthly	Table a report all signed up Mandatory	

## 36 MONTHS TERM CONTRACT FOR PEST CONTROL

### ANNEXURE - D

INITIAL HAZARD IDENTIFICATION AND RISK ASSESSMENT AS WELL AS SUGGESTED CONTROL MEASURES PRE-CONSTRUCTION HEALTH & SAFETY SPECIFICATION YEAR TENDERS

HAZARD ID	RISK RATING	PPE	DOCUMENTATION	OTHER
1. Site access ways	M	Safe footwear; hard hats	Comply with client's access/ security/evacuation procedures	Safe clear access routes
2. Heat stress	M		First aid and medical treatment to be recorded	Potable water to be provided to workers

Ensures that the critical tasks and subsequent critical hazards are not missed.



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## **36 MONTHS TERM CONTRACT FOR PEST CONTROL IN THE WESTERN CAPE**

### **AREA – 3 (THREE)**

**(6.0.0.0)**

#### **Definition of Area as Applicable to this Contract**

➤ **Area Details**

## DETAILS OF AREA 3

**AREA - 3:    Boarded By and Including**

**Bellville: Core Town**

Bellville; Milnerton; Maitland; Tabelview; Melkbosstrand; Durbanville; Bothasig; Weigelegen;

Stikland; Mitchell Plain; Eerste Rivier; Faura; Parow; Goodwood; Elsies Rivier; Langa;

Borchards Quarry; Pinelands; Khayelitsha; Kuils Rivier; Mucasar; Kraaifontein; Brakenvel;





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## **36 MONTHS TERM CONTRACT FOR PEST CONTROL IN THE WESTERN CAPE**

### **AREA – 3 (THREE)**

**(7.0.0.0)**

#### **Job Cards**

- **Job Card: Schedule - 1**
- **Job Card: Schedule - 2**

# JOB CARD: SCHEDULE-1 (ONE)

COMPLAINT No. \_\_\_\_\_ BID No. \_\_\_\_\_ ORDER No. \_\_\_\_\_

BUILDING \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

COMPLAINT \_\_\_\_\_

REPORTED BY NAME \_\_\_\_\_ TEL. No. \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ AREA \_\_\_\_\_ TIME OF TREATMENT \_\_\_\_\_

**WORK EXECUTED**

[N.B: Unused lines must be cancelled before certifying]

AREAS TO BE TREATED	TREATMENT No.	PAGE & SCHEDULE No.	TOTAL
<b>SUB TOTAL</b>			
<b>14% VAT</b>			
<b>TOTAL</b>			

RECOMMENDATION FOR HOUSEKEEPING AND STACKING \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**TO BE COMPLETED BY THE SERVICEMAN**

NAME: \_\_\_\_\_ I.D. No. \_\_\_\_\_ REGISTRATION No.: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_ TIME COMPLETED: \_\_\_\_\_

PESTICIDES USED AND REGISTRATION NO. UNDER ACT 36/1947 \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

	PESTICIDES USED	TYPE	REG. No.	CONCENTRATED STRENGTH	DILUTION RATE	QUANTITY USED
1						
2						
3						
4						

**THIS SECTION TO BE COMPLETED BY THE COMPLAINANT/DESIGNATED OFFICER OF THE USER DEPARTMENT ONLY WHEN THE ABOVE-MENTIONED SERVICE HAS BEEN COMPLETED.**

CERTIFY THAT I PERSONALLY CHECKED AND AM SATISFIED THAT THE WORK HAS BEEN EXECUTED SATISFACTORILY.

NAME: \_\_\_\_\_ TEL. No. \_\_\_\_\_ DATE: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**NOTE: RETAIN COPY FOR AUDIT PURPOSES.**

**FOR DEPARTMENTAL USE ONLY**

**OFFICE STAMP & DATE**

STATE	HIRED	INSPECTED	YES	NO	SIGNATURE: _____	RANK: _____	DATE: _____
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## JOB CARD: SCHEDULE – 2 (TWO)

**COMPLAINT No.** \_\_\_\_\_ **BID No.** \_\_\_\_\_ **ORDER No.** \_\_\_\_\_  
**BUILDING** \_\_\_\_\_ **DEPARTMENT** \_\_\_\_\_  
**COMPLAINT** \_\_\_\_\_  
**REPORTED BY** \_\_\_\_\_  
**NAME** \_\_\_\_\_ **TEL. No.** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**CONTRACTOR** \_\_\_\_\_ **AREA** \_\_\_\_\_

DESCRIPTION	NUMBER OF TAMPERPROOF BOXES USED	NUMBER OF STANDARD BOXES USED
<b>1<sup>ST</sup> VISIT:</b> INSTALL THE NECESSARY BOXES, FILLED WITH 250-300g BAIT (Specify type of bait used) REMARKS: _____ _____ _____ _____		
I CERTIFY THAT THE WORK HAS BEEN EXECUTED: NAME: _____ SIGNATURE: _____		
<b>2<sup>ND</sup> VISIT:</b> REPLENISH BAIT BOXES AND REMOVE DEAD RATS/MICE. (Specify type of bait used) REMARKS: _____ _____ _____ _____		
I CERTIFY THAT THE WORK HAS BEEN EXECUTED: NAME: _____ SIGNATURE: _____		
<b>3<sup>RD</sup> VISIT:</b> REPLENISH BAIT BOXES AND REMOVE DEAD RATS/MICE. (Specify type of bait used) REMARKS: _____ _____ _____ _____		
I CERTIFY THAT THE WORK HAS BEEN EXECUTED: NAME: _____ SIGNATURE: _____		
<b>4<sup>TH</sup> VISIT:</b> REPLENISH BAIT BOXES AND REMOVE DEAD RATS/MICE. (Specify type of bait used) REMARKS: _____ _____ _____ _____		
I CERTIFY THAT THE WORK HAS BEEN EXECUTED: NAME: _____ SIGNATURE: _____		
<b>5<sup>TH</sup> VISIT:</b> REMOVE ALL BAIT BOXES AND DEAD RATS/MICE FROM SITE. REMARKS: _____ _____ _____ _____		

**THIS SECTION TO BE COMPLETED BY THE COMPLAINANT/DESIGNATED OFFICER OF THE USER DEPARTMENT ONLY WHEN THE ABOVE-MENTIONED SERVICE HAS BEEN COMPLETED.**

I CERTIFY THAT I PERSONALLY CHECKED AND AM SATISFIED THAT THE WORK HAS BEEN EXECUTED SATISFACTORILY

NAME: \_\_\_\_\_ TEL. No. \_\_\_\_\_ DATE: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**NB: RETAIN COPY FOR AUDIT PURPOSES.FOR DEPARTMENTAL USE ONLY**

**OFFICE STAMP  
&  
DATE**

STATE	HIRED	INSPECTED	YES	NO	SIGNATURE: _____	RANK. _____	DATE: _____
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