



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

Pretoria Regional Office

**Bid number: PT22/018**

**AN EPWP IMPLEMENTATION, 36 MONTH TERM CONTRACT FOR THE CUTTING, DRYING, BAGGING, AND TREATMENT OF INVADER PLANTS ON THE BRYNTIRION ESTATE**

NOTE:

DOCUMENTS WILL BE SOLD AT A NON-REFUNDABLE DEPOSIT OF R 500.00 CASH PER SET OR BE DOWNLOADED ON DEPARTEMENTAL WEBSITE [www.dpw.gov.za](http://www.dpw.gov.za) and [www.etenders.gov.za](http://www.etenders.gov.za)

TENDERS SHOULD BE IN A SEALED ENVELOPE CLEARLY INDICATING TENDER NUMBER AND CLOSING DATE, SHOULD BE DEPOSITED IN THE BOX MARKED TENDER AT THE FOYER OF ROOM G014 ON OR BEFORE CLOSING DATE AND TIME, TENDER OFFICE GROUND FLOOR 251 NANA SITA STREET AVN BUILDING.

BID RELATED INFORMATION: Mr. Letlhogonolo Mokono – 012 310 5209  
TECHNICAL QUERIES: LOUIS NEL 082 908 1244

COMPULSORY SITE BRIEFING: 07/12/2022 @10:00 AT NO.600 SOUTPANSBERG ROAD, RIETFontein, Pretoria, NDPWI WORKSHOPS

**CLOSING DATE: 24/01/2023 @ 11:00**

**NAME OF BIDDER: .....**

ISSUED BY:  
THE DIRECTOR-GENERAL  
DEPARTMENT OF PUBLIC WORKS  
PRIVATE BAG X229  
PRETORIA 0001





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

### THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF CUTTING, DRYING, BAGGING AND TREATMENT OF INVADER PLANTS

<b>Project title:</b>	AN EPWP IMPLEMENTATION, 36 MONTH TERM CONTRACT FOR THE CUTTING, DRYING, BAGGING AND TREATMENT OF INVADER PLANTS ON THE BRYNTIRION ESTATE
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<b>Bid no:</b>	PT22/018		
<b>Advertising date:</b>	23/11/2022	<b>Closing date:</b>	24/01/2023
<b>Closing time:</b>	11H00	<b>Validity period:</b>	60 days

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

1.	<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.
2.	<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
3.	<input type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
4.	<input type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
5.	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
6.	<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
7.	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
8.	<input checked="" type="checkbox"/>	Submission of DPW-07 (FM) Form of Offer and Acceptance
9.	<input checked="" type="checkbox"/>	Submission of valid B-BBEE certificate or certified copy of the B-BBEE that is attested by the Commissioner of Oath not older than six months on the date of closing of the tender. In case of a JV, a consolidated B-BBEE certificate issued by the SANAS must be submitted and may not be older than six months on date of closing of the tender
10.	<input checked="" type="checkbox"/>	Submission of DPW-09: Particulars of tenderer's projects
11.	<input checked="" type="checkbox"/>	The tenderer will be required to submit his fully pricing data( Bills of Quantities) to be administratively responsive.
12.	<input type="checkbox"/>	
13.	<input type="checkbox"/>	
14.	<input type="checkbox"/>	
15.	<input type="checkbox"/>	

**Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.**

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<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.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
4	<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
5	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
6	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).

7	<input checked="" type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
8	<input type="checkbox"/>	Specify other responsiveness criteria

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

<input checked="" 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.

<b>Minimum functionality score to qualify for further evaluation:</b>	50
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<b>Functionality criteria:</b>	<b>Weighting factor:</b>
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<p>. Company Experience on projects completed</p> <p>Demonstrated experience for tendering entity with respect to Horticultural Projects/Services</p> <p>Bidder/s must provide copies of appointment letters or official order with corresponding completion certificate on the client's letterhead stating the amount the service was rendered for on completed projects. For the minimum value of R13 million or higher individual references and above to be indicated in detail on DPW- 09 (GS) form on similar horticulture related work or sub contracted work on Horticultural Projects.</p> <p>Note: To claim on sub contracted work, the original main contract with the subcontracted contract must be submitted, noting the percentage of subcontracted work and the total amount subcontracted for.</p> <p>1.1) Five copies of appointment letters or official order with corresponding completion certificate on the client's letterhead stating the amount the service was rendered for on completed projects. For the minimum value of R13 million or higher individual references and above to be indicated in detail on DPW- 09 (GS) form on similar horticulture related work or sub contracted work on Horticultural Projects. = 5 Points</p> <p>1.2) Four copies of appointment letters or official order with corresponding completion certificate on the client's letterhead stating the amount the service was rendered for on completed projects. For the minimum value of R13 million or higher individual references and above to be indicated in detail on DPW- 09 (GS) form on similar horticulture related work or sub contracted work on Horticultural Projects. = 4 Points</p> <p>1.3) Three copies of appointment letters or official order with corresponding completion certificate on the client's letterhead stating the amount the service was rendered for on completed projects. For the minimum value of R13 million or higher individual references and above to be indicated in detail on DPW- 09 (GS) form on similar horticulture related work or sub contracted work on Horticultural Projects. = 3 Points</p> <p>1.4) Two copies of appointment letters or official order with corresponding completion certificate on the client's letterhead stating the amount the service was rendered for on completed projects. For the minimum value of R13 million or higher individual references and above to be indicated in detail on DPW- 09 (GS) form on similar horticulture related work or sub contracted work on Horticultural Projects. = 2 Points</p> <p>1.5) One copy of appointment letters or official order with corresponding completion certificate on the client's letterhead stating the amount the service was rendered for on completed projects. For the minimum value of R13 million or higher individual references and above to be indicated in detail on DPW- 09 (GS) form on similar horticulture related work or sub contracted work on Horticultural Projects. = 1 Point</p> <p>1.6) Nil copy of appointment letters or official order with corresponding completion certificate on the client's letterhead stating the amount the service was rendered for on completed projects. For the minimum value of R13 million or higher individual references and above to be indicated in detail on DPW- 09 (GS) form on similar horticulture related work or sub contracted work on Horticultural Projects. = 0 Points</p>	<p>30%</p>
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<p>2. Human resources - Key staff (assigned personnel)</p> <p>Key staff in relation to the scope of Horticultural Projects or Services. Submitted documentation must be clearly marked and reflected on the project specific organogram.</p> <p>Attach the following documentation for each key staff member: CV's with original certified copies of RSA identity document and valid accreditations, the certification not to be older than six months at the closing of the tender.</p> <p>The key personnel should be employed by the company, if not, an undertaking should be attached from the person that he/she will be involved for the duration of the project and to be assigned permanently to this project on a full time basis.</p> <p>Only RSA citizens will be allowed to work on the site</p> <p>The minimum required Key staff with relevant documentation attached:</p> <p>One Key staff member will occupy one post as per specification.</p> <ul style="list-style-type: none"> <li>- One (1) Project Manager with 3 to 5 year relevant experience in horticulture related projects</li> <li>- One (1) Horticulturists with a minimum National Diploma in Horticulture or Higher</li> <li>- Five (5) Supervisors with Certificate in Horticulture or 5 year relevant experience</li> <li>- Four (4) Pest control Officer with a valid active Department of Agriculture Pest control certificate</li> <li>- One (1) Safety Officer with minimum one year experience registered with and having a valid certificate from SACPCMP</li> <li>- Two (2) Drivers with a minimum valid Code EB driver's license and PDP.</li> <li>- Ten (10) Trained chainsaw operators with a valid chainsaw operator certificate from an accredited institution and underwritten by the Department of employment and Labour and SAQA.</li> </ul> <p>All key staff must have:</p> <p>2.1) Attach the following documentation for each key staff member: CV's with original certified copies of RSA identity document and of valid accreditations, the certification not to be older than six months at the closing of the tender, for all key staff in relation to the Horticultural Scope of work and project specific organogram = 5 Points</p> <p>2.2) Non submission of any or all the above stated requirements. =0 Points</p>	<p>30%</p>
<p>3. Project execution plan</p> <p>3.1) Bidders to submit a project specific execution plan in a spreadsheet format, of Horticulture Scope of work, for the duration of the contract period of 36 months, indicating the monthly tasks, with realistic timeframes, key tasks, distribution of resources, clear completion dates and project duration of 36-months.</p> <p>3.2) Project specific execution plan of Horticulture Scope of work for the duration of the contract period of 36-months, indicating the monthly tasks, with realistic timeframes, key tasks, distribution of resources, clear completion dates and project duration of 36-months.= 5 Points</p> <p>3.3) Non submission with any or all the activities will be a zero score. = 0 Points</p>	<p>30%</p>
<p>4. Bank rating (Original bank letter with original bank stamp or a certified copy of such letter which is not older than six (6) months at the closing of the tender)</p> <ul style="list-style-type: none"> <li>5 = A rating</li> <li>4 = B rating</li> <li>3 = C rating</li> <li>2 = D rating</li> <li>1 = E rating</li> </ul>	<p>10</p>

<b>Total</b>	<b>100 Points</b>

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)
- Alternatively; Bid documents may be collected during working hours at the following address 251 AVN Building, Cnr Nana Sita & Thabo Sehume Street. A non-refundable bid deposit of R 500.00 is payable, (Cash only) is required on collection of the bid documents.
- A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at No: 600 Soutpansberg Road, Rietfontein, Pretoria, NDPWI Workshops on 07/12/2022 starting at 10H00. Venue NDPWI Workshops. (if applicable)

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

<b>DPW Project Leader:</b>	LOUIS NEL	<b>Telephone no:</b>	
<b>Cell no:</b>	082 908 1244	<b>Fax no:</b>	
<b>E-mail:</b>	louis.nel@dpw.gov.za		



**DEPOSIT / RETURN OF BID DOCUMENTS:**

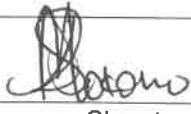
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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 225 PRETORIA 0001</p> <p>ATTENTION: <b>PROCUREMENT SECTION: ROOM G-09</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>251 AVN BUILDING CNR NANA SITA &amp; THABO SEHUME PRETORIA GROUND FLOOR</p>
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**COMPILED BY:**

LETLHOGONOLO MOKONO		SAO:SCM	23/11/2012
Name of Project Leader	Signature	Capacity	Date

## DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE

Tender no: PT22/018

### OFFER

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

**AN EPWP IMPLEMENTATION, 36 MONTH TERM CONTRACT FOR THE CUTTING, DRYING, BAGGING AND TREATMENT OF INVADER PLANTS ON THE BRYNTIRION ESTATE**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies ) IS:**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	R

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

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

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

Company or Close Corporation: ..... ..... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: ..... CSD supplier number: .....	OR	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number: .....
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**AND WHO IS (if applicable):**

Trading under the name and style of: .....
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**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b> A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

Tender no: \_\_\_\_\_

**WITNESSED BY:**

Name of witness	Signature	Date

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

- The official documents .....
- The official alternative .....
- Own alternative (only if documentation makes provision therefore)

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

**SECURITY OFFERED:**

The Service Provider will provide one of the following forms of security:

- (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes  No
- (3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes  No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

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

.....

**Other Contact Details of the Tenderer are:**

Telephone No. .... Cellular Phone No. ....

Fax No .....

Postal address .....

Banker ..... Branch.....

Bank Account No. .... Branch Code .....

Registration No of Tenderer at Department of Labour .....

**ACCEPTANCE**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

**Tender no:**

**The terms of the contract, are contained in:**

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

**Tender no:****Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

## 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.

### TABLE OF CLAUSES

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

## 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



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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.

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- 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

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(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

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- 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:

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

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

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### 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 12 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.

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**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



## PA16: 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:

**POINTS**

1.3.1.1 **PRICE**

**Select Price Points**

1.3.1.2 **B-BBEE STATUS LEVEL OF CONTRIBUTION**

**Select B-BBEE Level**

**Total points for Price and B-BBEE must not exceed**

**100**

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.



- 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



Pmin = 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)

(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)

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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]

9.5 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-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			
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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:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- 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).
- 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).
- 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:

1. 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)

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 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.

3. 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.
4. 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			
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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:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- 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).
- 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).
- 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)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Postal code) \_\_\_\_\_

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

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure 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).

## 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.

<b>Project title:</b>	<i>AN EPWP IMPLEMENTATION, 36 MONTH TERM CONTRACT FOR THE CUTTING, DRYING, BAGGING AND TREATMENT OF INVADER PLANTS ON THE BRYNTIRION ESTATE</i>		
<b>Bid no:</b>	<i>PT22/018</i>	<b>Reference no:</b>	

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.

<sup>1</sup> "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.

<sup>2</sup> "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	<i>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?</i> <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"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
-----	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------	------------------------------------



5.2	<i>If so, furnish particulars:</i>		
5.3	<i>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)?</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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>	<b>Yes</b>	<b>No</b>
5.4	<i>If so, furnish particulars:</i>		
5.5	<i>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?</i>	<input type="checkbox"/>	<input type="checkbox"/>
		<b>Yes</b>	<b>No</b>
5.6	<i>If so, furnish particulars:</i>		
5.7	<i>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?</i>	<input type="checkbox"/>	<input type="checkbox"/>
		<b>Yes</b>	<b>No</b>
5.8	<i>If so, furnish particulars:</i>		

**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- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	AN EPWP IMPLEMENTATION, 36 MONTH TERM CONTRACT FOR THE CUTTING, DRYING, BAGGING AND TREATMENT OF INVADER PLANTS ON THE BRYNTIRION ESTATE		
<b>Bid no:</b>	PT22/018	<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 *per 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.

<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:
  - (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 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position



<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.

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

<b>Project title:</b>	AN EPWP IMPLEMENTATION, 36 MONTH TERM CONTRACT FOR THE CUTTING, DRYING, BAGGING AND TREATMENT OF INVADER PLANTS ON THE BRYNTIRION ESTATE		
<b>Tender / quotation no.:</b>	PT22/018	<b>Closing date:</b>	24/01/2023
<b>Advertising date:</b>	23/11/2022	<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						

Tender no:

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	Date
Signature	Date

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

**Tender no: PT22/018: AN EPWP IMPLEMENTATION, 36 MONTH TERM CONTRACT FOR THE CUTTING, DRYING, BAGGING AND TREATMENT OF INVADER PLANTS ON THE BRYNTIRION ESTATE**

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
3.		%	<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
4.		%	<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
5.		%	<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
6.		%	<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
7.		%	<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

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

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

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

## State date of South African citizenship obtained (not applicable to persons born in South Africa)

Tender no:

**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**

Name of representative	Signature	Date





public works  
& infrastructure

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

## **AN EPWP IMPLEMENTATION, 36 MONTH TERM CONTRACT FOR THE CUTTING, DRYING, BAGGING, AND TREATMENT OF INVADER PLANTS ON THE BRYNTIRION ESTATE**

This is an Extended Public Works Program (EPWP) opportunity tender.

Representative: Mr L. Nel  
Office hours Tel: (012) 342 1815  
Cell: 082 908 1244

### **DESCRIPTION OF TENDER:**

An EPWP implementation, 36 month term contract for the cutting, drying, bagging, and treatment of invader trees on Bryntirion Estate

### **SITE**

- **Bryntirion Estate**

**ADDITIONAL DETAILS AND GENERAL INSTRUCTIONS REGARDING THIS QUOTATION**

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**1. Time frame and location**

An EPWP implementation 36 month term contract for the cutting, drying, bagging, and treatment of invader trees on Bryntirion Estate.

**2. Description of tender / Scope of works**

- Removal of all invader plants
- Cutting of wood into logs
- Bagging of firewood
- Removal of refuge
- Application of the correct herbicide to all invader plants
- Follow-up application with herbicide to prevent regrowth

**3. General requirements**

The National Department of Public Works and Infrastructure and Infrastructure intends entering a contract with a suitable Bidder for the abovementioned area in Pretoria.

It will be expected from Bidders to be aware of the following requirements to be successful in obtaining the contract.

**4. Tender administration**

Tenders are required to submit a bid for execution of the tasks as detailed in this bid document. The tender is to include all tasks, without any amendment, omission, or addition.

The contractors will be evaluated on functionality, price, and preference.

Bidder's attention is drawn to the fact that the sites have stringent security requirements.

**4.1 Documents required of other compulsory returnable schedules / documents for responsive functionality criteria**

The following documents are required and must be fully and properly completed and submitted as part of this Bid document. Failure to do so will result in disqualification of the bid.

- 4.1.1 DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE**

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- 4.1.2 PA-04 (GS): NOTICE AND INVITATION TO BID**
- 4.1.3 PA-09: LIST OF RETURNABLE DOCUMENTS**
- 4.1.4 PA-10: CONDITIONS OF CONTRACT**
- 4.1.5 PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (A separate PA-11 is required for each consortium or joint venture company)**
- 4.1.6 PA-15.1: RESOLUTION OF BOARD DIRECTORS**
- 4.1.7 PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURE**
- 4.1.8 PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**
- 4.1.9 PA-16: PREFERENCE CERTIFICATE**
- 4.1.10 PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT**
- 4.1.11 PA-29: CERTIFICATION OF INDEPENDENT BID DETERMINATION**
- 4.1.12 DWP-09: PARTICULARS OF TENDERER'S PROJECTS (Directly contracted or subcontracted)**
- 4.1.13 ORIGINAL VALID TAX CLEARANCE CERTIFICATE VALID FOR SIX MONTHS ON DATE OF CLOSURE**
- 4.1.14 VALID CSD REGISTRATION DOCUMENT**
- 4.1.15 ORIGINALLY CERTIFIED COPIES OF DIRECTORS IDENTITY DOCUMENTS NOT OLDER THAN THREE MONTHS**
- 4.1.16 ORIGINALLY CERTIFIED COPIES OF FOUNDING STATEMENTS**
- 4.1.17 DPW-16 (FM): SITE INSPECTION MEETING CERTIFICATE Original must be signed by the NDPWI representative**
- 4.1.18 COMPANY PORTFOLIO**
- 4.1.19 SIGNED SPECIFICATIONS FOR AN EPWP IMPLEMENTATION, 36 MONTH TERM CONTRACT FOR THE CUTTING, DRYING, BAGGING, AND TREATMENT OF INVADER TREES ON BRYNTIRION ESTATE**
- 4.1.20 PRICING DATA SIGNED, CORRECTLY, AND FULLY COMPLETED**

The Pricing data must be submitted as prescribed by the PA-10\_fm Conditions of Contract. Tenderers are to submit a comprehensive price breakdown regarding labour, expendables, and other items as specified plus names of service providers / suppliers must be submitted.

<b>Compliance with Administrative requirements</b>	
Surety Bond as per PA-10_fm	
Public Liability Insurance (For R5 Million)	
Contractors All Risk Insurance (For R5 Million)	
Compliance with the Occupational Health and Safety Act	
<b>Site establishment</b>	
EPWP Labour	30
EPWP Branding on PPE	30
EPWP PPE	30
Contract manager	1
Site manager	1
Supervisor for every 10 workers or part thereof.	7
Full time driver with valid PDP	2
Trained machine operators	15
Pest Control Officer (PCO) registered	2
OHS officer	1

#### 4.1.21 FINANCIAL CASH FLOW TABLE FOR A PERIOD OF 36 MONTHS

A detailed financial cash flow projection for the full period of 36 months depicting day to day expenditure per month, monthly labour costs as

Gazetted at time of closure of this bid, and adherence to OHS Act. The contractor to include the supply of scheduled expense items in the cash flow chart.

#### **4.1.22 BUSINESS WORK PROGRAMME FOR A PERIOD OF 36 MONTHS**

~~Upon submission of a quotation the prospective bidder is to submit a~~ comprehensive business and work plan. Whenever new areas not already quoted on in the Pricing Data, are developed or services are curtailed an amended business and work plan must be obtained.

**4.1.23** The contractor is to provide with this tender a typical work programme that indicates the tasks and timeframes of each day of the contract for a period of 12 months for this specific project as prescribed by the PA-10\_fm Conditions of Contract item 13.

**4.1.24** Quantity of skilled workers, supervisors, drivers, and Horticulturist to be used per site, in an Organogram format, depicting how the (EPWP) Extended Public Works staff will be implemented during the contract period.

**4.1.25** Machinery and equipment that will be used dedicated to this tender and supplied to the workers.

**4.1.26** Contractor must have a working knowledge of English to complete the documentation involved in the contract. The contractor must have continuous access to e-mail as all correspondence on requests will be communicated in this manner.

### **5. Security requirements**

Bidder's attention is drawn to the fact that the sites have stringent security requirements.

The three highest scoring bidders will be required to undergo SSA clearance if deemed necessary by NBAC.

During the site hand over period the successful bidder will have to secure a comprehensive security clearance for all his work force, subordinates, and sub-contractors for the cost of the Contractor. Appointment will be depending on the security clearance.

Contractor to educate him-/herself with all regulations, security and guidelines as lay down by this Department.

Contractor and his personnel must be SSA security clearance before starting the contract.

For security clearance the Department requires the company to submit the follow documentation for screening of service providers:

- Memo giving a brief description of the services to be rendered.
- Company profile.
- Originally certified copy of Registration documents (Ck, Pty. (Ltd.), and sole propriety).
- Valid original Tax Clearance Certificate (must be valid for a period of six months).
- Certified ID copies of company directors and all the staff and subcontractors that will be involved in the project, not older than three months.
- Original fingerprints on all the ID copies – for the cost of the Contractor.

#### **6. Services requires**

The work to be performed according to the enclosed specification and pricing data for the execution of this supply and maintenance tender, without amendments.  
(Scope of work)

#### **7. Protocol**

The contractor to be aware of the protocol and the sensitivity of the nature of the client and ensure conduct of the contractor or personnel is accordingly.

#### **8. Access**

**8.1** Contractor to notify the Department if a subcontractor is required to execute work. NDPWI project leader will notify the Client and request access. Granting of access is dependent on the approval from internal security, the Office manager, or the Household manager.

#### **9. Work Terrain / Site**

- Rietfontein 321 JR portion 4/R an area of 36,351m<sup>2</sup>
- Blackmoor 347 JR an area of 264,696.5m<sup>2</sup>

#### **10. Compliance with Regulations**

Security arrangements and regulations which may be applicable are to be adhered to by the contractor.

## **11. Representative of National Department of Public Works and Infrastructure and Infrastructure (NDPWI)**

- 11.1** NDPWI contract manager of National Department of Public Works and Infrastructure and Infrastructure or his delegated representative will act on behalf of National Department of Public Works and Infrastructure and Infrastructure.
- 11.2** The NDPWI contract manager, or his representatives, which names will be communicated to the contractor, is the only persons that may instruct the contractor to execute any tasks. This excludes the cleaners in the residences, household managers, occupants of the residences, SAPS, or any other person on terrain

## **12. Responsibility of the Contractors**

- 12.1** The contractor must indemnify NDPWI against any claims from a third party and all costs including legal fees in connection with such a claim for loss or damage caused by: the death, injury or illness of any person, or damage of property on the contractor or other person. (Public liability insurance and All Risk insurance)
- 12.2** That may arise or in connection with the execution of this requirement.
- 12.3** That may arise or in any connection with an action by the contractor or/and his workers.
- 12.4** NDPWI undertakes to notify in writing the particulars of every claim that the contractor is responsible for.
- 12.5** NDPWI shall not be held responsible for any loss due to theft or damage of any sort of the contractor's property or any items that are kept on NDPWI's property where the loss occurs and is due to negligence on the part of NDPWI.
- 12.6** NDPWI reserves the right to withhold payments to settle any amount of money being owned by the contractor. Settlement is done through mediation if applicable.
- 12.7** The contractor will be held responsible for any damage or theft by him or any of his staff, through negligence or accident, to the property or goods of NDPWI and its staff, in the normal performance of their duties. A claim for this can be instituted by NDPWI for the full amount against the contractor. A

certificate by NDPWI contract manager acting for NDPWI will be considered proof of the amount owing.

### **13. Indemnification**

The contractor and his workers enter the property at own risk.

The contractor must indemnify NDPWI from any claims or damage that might occur where staff is employed in any work falling outside of the terms of the bid.

The contractor performs as an independent contractor and not as an agent or employee of NDPWI and has no authority to bind NDPWI to another party. The contractor must indemnify NDPWI against any claims or court action including legal fees (with lawyers and client expenses) that are instituted against NDPWI.

### **14. Breach of agreement**

**If the service is not to the satisfaction of the NDPWI contract manager, NDPWI has the right to withhold payment at penalty rates specified in this document.**

In the event of breach by the contractor of any of the terms and conditions of this contract, and if the contractor fails to remedy such breach within 5 working days after receiving written notice from NDPWI to do so, NDPWI shall without prejudice to any other rights that it may have, be entitled to exercise all or any of the following rights:

**14.1** To terminate the agreement.

**14.2** To suspend further payment to the contractor.

**14.3** To appoint any other person or persons to complete the work in which event the contractor shall be held liable for costs incurred in such appointment as well as the cost of damage suffered.

### **15. Termination of agreement**

NDPWI shall have the right to terminate the agreement without prejudice to any of its other rights on occurrence of any of the following acts:

On breach of the agreement.

On commencement of any action for the dissolution and/or liquidation of the contractor, except an amalgamation or restructuring approval in advance by NDPWI.

If the contractor receives a court order to be placed under judicial management or to commence liquidation procedures that is not withdrawn or struck out within five working days.



If the contractor informs NDPWI that it intends to cease performing its obligation in terms of the agreement.

If the contractor informs NDPWI that it is incapable of completing the project.

If, in the opinion of NDPWI, the contractor acted dishonestly.

NDPWI reserves the right to, in the absence of breach or the event referred to supra, terminate this Agreement at any time by giving (24) twenty four hours' notice to the contractor.

In the event of the agreement being terminated for whatever reason, the contractor will be entitled to compensation for work done.

In the event of the Contractor wishing to terminate the contract, the contractor will supply in writing a letter to NDPWI contract manager advising that the contract is to be terminated. He will be required to continue with the work for a period of two months from the date of such a letter. During this notice period the maintenance activities will be carried out as per the schedule.

#### **16. Cancellation**

The Department reserves the right to withdraw the contract following notification to this effect within 24 hours.

The Department will cancel the contract with immediate effect if, at site hand over if the Contractor does not have all the resources or proof of resources to complete the contract and if the contractor does not supply the resources within the 21 working day site establishment period.

#### **17. Limitation on cession**

The rights and obligation of the parties in terms of the agreement shall be personal and incapable of being ceded, assigned, or delegated by either of them to any person outside of NDPWI and the contractor, save with the written consent of the other party.

## **18. Curtailing of Service**

NDPWI retains the right to withhold any portion or the property as whole with 24 hours written notice to the contractor; the quotation price will be adjusted pro rata from the date of the withholding.

In case the property or part(s) thereof that are subject to the service are in anyway damaged by an act of God or fire, NDPWI shall at its discretion decide which portion(s) of property cannot be used as part of the original sites part. Both parties shall not be bound by this quotation and no claim for the damages shall be instituted by either party. As for the remaining portion(s) of the property that would still be in use, the quotation shall stay as is but the quotation price will be adjusted from the date of the incident and will be reduced pro rata.

## **19. Interruptions of Service**

If the service is interrupted or temporarily suspended because of a Labour dispute, riot, a local or national disaster or other causes out of the control of the contractor. Both parties must agree to a way of seeing to it that essential services can continue. In such event, the contractor will only be remunerated for actual services performed for that period.

## **20. Amendment of Landscaping Plan**

NDPWI retains the right to change as it sees fit the existing landscape layout on the property. Such a modification shall be considered a development of a new area and executed on Pricing data rates or on Quotation if not on the pricing data rates. This tender includes upgrades. These areas are not regarded as amendments as the areas are quoted on for maintenance and upgrade, before, during and after the upgrade implementation.

## **21. Restrictions**

NDPWI retains the right to issue such instructions as it deems necessary from time to time, for the maintenance of good order in and on the property. Any instruction only affects the contractor after 48 hours, and after written notice thereof has been received by him, except, where the instruction is in connection with safety, the instruction is directly binding on the contractor.

After such an instruction has been received by the contractor any transgression thereof or any neglect of any request therein shall be seen as a breaking of the stipulations of these conditions.

The contractor shall only fill, clean and service his equipment at a site indicated by NDPWI contract manager.

The contractor or any of his employees may not under any circumstances use any of NDPWI's buildings or any portions thereof as a home. No preparation of food or drinks is allowed on any part of the property.

The contractor and his workers shall under no circumstances use the fire hoses or other firefighting equipment on the property during the performance of this service.

The contractor or any of his employees may not under any circumstances use any facility on the terrain, or within a one kilometre radius, for a mass meeting. All mass meetings must take place off the security properties even when vacant.

## **22. Service times**

Daily Monday to Friday.

Service times are stipulated as daily from 7:00 to 15:30 for weekdays and lunch time from 12:00 to 13:00.

Special permission must be obtained in advance before any other service will be allowed on weekends. The request must reach the NDPWI contract manager no later than the end of business on the Wednesday for permission.

## **23. Obligations of NDPWI**

**23.1** NDPWI contract manager shall act as informant between contractor, and NDPWI.

**23.2** NDPWI shall, as available at existing points, supply water that is necessary for the delivery of this service, free of charge to the contractor. Should water not be available or not provided by NDPWI, the contractor will make its own arrangements in this regard without a right of recourse against NDPWI.

## **24. Obligation of the Contractor**

### **The contractor must do the following**

**24.1** Comply with the emergency measures and procedures that are fixed from time to time to the Department's satisfaction.

**24.2** Keep all facilities that are always supplied to the contractor or by the contractor neat and tidy.

**24.3** Any foreign objects noted in, and on, the work areas must be brought to the attention of the Department's contact person.

**24.4** Taps that are in a specific work area must be closed when the work is completed. No water must be wasted.

**24.5** During the contract period the contractor must comply with any law and regulation laid down by parliament and local or any other authorities that have any reference to the service.

**24.6** In all cases, notice must be given, and to pay all costs that must be paid in connection with the service and indemnify the Department against all losses and legal cost for damages.

**24.7** If the monies are not paid by the contractor, the Department can pay directly to the authorities any costs involved and recover the costs from the contractor.

**24.8** Noise must be kept to reasonable limits.

## **25. Conditions in Relation to the Supervision of the Contractor Personnel**

The contractor must always have strict and effective supervision of the workers performance by appointing the following staff **dedicated to this tender**

**for the full contract period of 36 months.**

None of these employees may be utilised on any other project with this Department or on any other contract.

- One Contract manager. The Contract manager must have at least five years applicable experience in project management and be knowledgeable of horticulture activities.
- One Horticulturists. The Horticulturists must have at least two years' experience and be in possession of a National Diploma in Horticulture, an equivalent, or better qualification.
- One supervisor for every 10 workers or part thereof. A minimum of 5 supervisors will be required. The Supervisors must have at least five years of applicable experience in horticulture or a Certificate in horticulture with two year experience.
- Two full time drivers with valid PDP.
- 10 trained machine operators.
- Four Pest Control Officer (PCO) registered with a valid certificate.

- One OHS qualified Officer with a valid certificate. *This person maybe one of the employees listed above.*
- The contractor must have reserved staff (SSA cleared) to replace staff on leave to maintain a full staff complement.

## **26. Conditions in Relation to Personnel of the Contractor**

- Supervisors must react in all aspects to reasonable requests from NDPWI contract manager of NDPWI.
- The personnel of the contractor must respect the personnel, SAPS, occupants of the residences, the public, all equipment, and buildings belonging to NDPWI.
- Workers that do service must be dedicated personal. These workers shall at the cost of the contractor be classified by the DPWI Internal Security as trustworthy.
- In accordance with the act on the Control of Admission to Public Premises and Transport Act, Act 53 of 1985 workers shall be subject to the requirements of Article 2 (2) of the Incorporated Act.
- The contractor's workers shall not wonder around aimlessly on grounds.
- At the end of every working day, not later than 15:30 all the workers must have left the property.
- No workers will be allowed onto the property outside of normal working hours unless permission is granted by SAPS through NDPWI in writing 48 hours in advance.
- NDPWI shall have the right to indicate to the contractor any worker that is in he's opinion a safety, health, or security risk. Thereafter the contractor will not be able to use this person in the performance of this contract.
- In such a case the contractor shall react immediately to such a request from NDPWI and because of such a request will not have the right to claim for any loss or damage against NDPWI. The contractor must indemnify NDPWI from any claims arising from the workers involved.
- If NDPWI has any information in connection with any of the contractors' personnel that are involved in the performance of this quotation, the contractor can request NDPWI to supply such information to him without delay.
- Personal hygiene must always be kept by the contractor and workers.
- Staff must behave in a sober and quiet manner.

- The contractors' workers which must be on the property for the performance of this service must always be dressed neatly and properly to the satisfaction of NDPWI.
  - No information may be supplied to the public or news media in connection with the contractor's activities.
- 
- The contractor shall maintain an efficient, well-trained, and qualified staff component as prescribed by the PA-10\_fm Condition of Contract item 5.4. The quantity of staff on site as per proof of resources must always be maintained. Replacement staff must be available for staff on leave or sick leave for more than one day.
  - Should NDPWI find any employee of the contractor to be unable to perform the work to the satisfaction of NDPWI, NDPWI may, in writing and together with reasons there for, request that he/she be replaced to meet the requirements of the agreement. Such replacement should take place within five working days from receipt of NDPWI's request.

## **27. Equipment**

- The contractor shall be responsible for the supply and maintenance of all equipment that will be necessarily for the satisfactory delivery of this service for the full period of the tender.
- If servicing the equipment required that the equipment must leave the premise, or if the equipment will be out of service for longer than 24 hours, a replacement must be made available within 24 hours.
- The Department will inspect the equipment on a regular basis to ensure that the equipment is in a good working condition and reflect the equipment as indicated as available at award of tender.
- The Department may not borrow or give equipment to the contractor.
- The equipment used by the contractor must comply with the regulations on machinery of the Occupational Health and Safety Act, Act 85 of 1996. At the cost for the contractor, the contractor is to supply all staff with the correct personal protective equipment required to perform their duties in compliance of OHSA.
- The Department reserve the right to prevent the employees from the contractor to operate equipment of the contractor that do not conform to the safety rules and

regulations. This will include the wearing of the correct PPE to operate the equipment.

- The Department cannot supply space for the storage of equipment.

### **28. Consumable items**

The contractor shall at own cost be responsible for supplying all consumable items including plastic rubbish bags, toilet paper for staff as well at all tasks specific consumables, including but not limited to pesticides, and herbicides to execute the task at hand, that are necessary for the supplying of effective service.

### **29. Advertisements**

- The contractor is permitted to place two advertising signboards.
- The contractor or his staff may not exhibit any article or object that NDPWI regards as offensive or undesirable. In this case NDPWI decision is regarded as final and binding on the contractor and staff.
- NDPWI has the right to immediately remove any sign, printed matter, artwork nameplate, advert, and article or object that are exhibited without written permission and submit an account for the cost of the removal to the contractor.

### **30. Electrical equipment**

No electricity will be provided to the contractors for the use of machinery.

### **31. Warning signs**

- The contractor will be compelled to supply neat warning signs or boards, which are of a size and design to be seen and recognized by the public.
- These board/signs must be in place wherever work by the contractor's workers is in progress to bring to the attention of any person/staff that work is in progress.
- The contractor must have all warnings/boards made in English for the full term of this quotation.

### **32. Inflammable and Toxic Chemicals**

The contractor shall not store or use any poisons, highly inflammable chemicals, or materials on the property without the written consent of NDPWI.

No long term storage is allowed.

### **33. Preservation of existing trees, shrubs, rare plants, and artefacts**

- All artefacts on site and unearthed items, during the working process belong to the Department of Arts and Culture.

- All existing trees, shrubs and rare plants that might appear on site, may not be damaged or removed from site under any circumstances without explicit instructions from NDPWI.

#### **34. Remuneration if Service**

- NDPWI undertakes to pay the contractor per month on completion of a month's maintenance and on fully completed upgrades as signed off by NDPWI contract manager.
- Payment shall be made within **30 calendar days after** an invoice has been submitted by the contractor to NDPWI and certified as correct and according to the tender conditions and the tender submitted, by NDPWI contract manager.

The following documentation are required for the Portfolio of Evidence (POE), as proof that the scope of works was executed:

- Copy of daily attendance register for all the specified staff.
- Copy of proof of payment of all the staff as reflected in the scope of work and pricing data.
- Copies of all acquisition slips for supplied items on the supplier's invoices or delivery notes.
- Current month CSD with valid TAX status.
- Contractor's monthly site hand over certificate.

#### **35. Joint Venture Agreements**

The relationship between the parties involved in a Joint Venture shall involve a close collaboration between two independent contracting parties and in the circumstances shall not imply any partnership in the legal sense, nor shall it constitute either party NDPWI contract manager or authorized representative of the other party.

#### **36. Indulgences**

No extension of time, latitude or any other indulgence which may be given or allowed by either party to the other shall constitute a waiver or alteration of the agreement, or affect such party's rights, or prevent such party from strictly enforcing due compliance with each provision of this agreement.



### **37. Extended Public Works Program (EPWP) Implementation Contractor Obligation**

- The contractor to implement EPWP by employing EPWP participants (workers), branding (Supplying EPWP safety clothing); and monthly EPWP Reporting.
- The contractor is referred to Basic Conditions of Employment Act, Act 66 of 1995 as amended, 1997 Ministerial Determination 4: Expanded Public Works Programmes Government Gazette Vol. 548, Pretoria, 18 February 2011, No. 34032 as these publications is to be read in conjunction with this section of the specification.
- The contractor is to pay the EPWP Participants (workers) not less than the Gazetted minimum wage for Farm Workers in an urban area and the wage rate should increase from the date it comes in to affect as Gazetted by the Minister of Labour.
- All complains in connection with the service must be attended to and rectified within 48 hours.

### **38. Employment Contract**

- The contractor will employ 30 EPWP Participants (workers) from the local area.
- The local area is defined as the CBD of Pretoria, Mamelodi and surrounding suburbs, Soshanguve, Mabopane, Hammanskraal and Atteridgeville.
- Proof of residence must be attached to the EPWP contract signed by the Service Provider and EPW participants within 7 days commencement of the project.

The number of workers that fall within the following categories must be recorded:

<b>Demographic</b>	<b>EPWP Participants (worker) Target</b>
Youth (i.e., 16 – 35 years of age)	55%
Women	55%
People with disabilities	2%

**These employees are only to be utilised as unskilled workforce and not skilled staff, drivers, or supervisors. Skilled staff (Machine operator's), drivers, the pest control officer (PCO), the supervisors, and the horticulturist must be employed by the contractor additionally to the 30 EPWP staff.**

- The EPWP contractor and employees are subjected to the provisions set in Basic Conditions of Employment Act, 1997 "Code of Good Practice for employment and conditions of work for Expanded. Public Works Programmes"; and Ministerial Determination 4: Expanded Public Works Programmes Government Gazette Vol. 548, Pretoria, 18 February 2011, No. 34032.

### **39. EPWP Project Branding**

- Supply and issue protective clothing to EPWP participants within the first month after site handover or within one month after a person is replaced.
- At the cost of the contractor the EPWP staff to wear a descent and neat uniform. The uniform becomes the property of the individual.
- The full set of uniforms are to be issued once a year.

**The uniform must include, but not limited, the following per annum:**

- **3 x Two piece orange overalls, branded with the EPWP logo as well as the company logo per annum**
- **3 x Orange T-shirts branded, with the EPWP logo as well as the company logo per annum**
- **2 Pairs of safety boots per annum**
- **1 Hat or cap branded, with the EPWP logo as well as the company logo per annum**

- The clothing must be in line with the regulations set in the Occupational, Health, and Safety Act, Act 85 of 1996, as amended.

#### **40. EPWP reporting**

- All reports must be kept for three years after completion of the contract for auditing purposes.
- Within one (1) month of commencement of the contract, the Contractor will register the project with EPWP. Supply certified copies of the employment contracts, certified copies of Identity Documents not older than three months, and a current ID size photo of each of the EPWP beneficiaries.
- Submit monthly progress report, electronically, to the DPW Project Manager and EPWP data collection officer, before the fifth day of every month.
- No invoice will be processed without all the reports.
- On completion of every month the contractor to submit a comprehensive monthly report using the EPWP reporting template/data collection tool sheet as provided by EPWP.
- Daily registers on the EPWP format as provided by EPWP.
- Daily registers must be kept onsite and signed off by the NDPWI Project manager once a month.
- A summary of all daily registers must be provided to EPWP no later than the 5<sup>th</sup> of every month.

The EPWP employees are subjected to all the provisions set in the Labour Act, Act 66 of 1995, and Basic Condition of Employment Act, Act 75 of 1997, and may be discipline and their employment may be terminated, after following the provisions of the various acts.

# GENERAL MAINTENANCE SPECIFICATIONS SOFT LANDSCAPING

NDPW Contract manager is an official of National Department of Public Works and Infrastructure that has been charged with the responsibility of supervising and advising on the landscape maintenance of the site.

All plants and elements associated with the landscaping are the property of NDPW. Any removal thereof constitutes theft.

The contractor will not be compensated for unforeseen stoppages. He/she is to ensure the full period quoted for is being worked. Timesheets or biometrics per site is to be always kept.

**The following equipment list is the minimum the Department expect the contractor to have on-site, before the contractor will be allowed to commence with the work, and for the duration of the contract. This is not an exclusive list:**

Item	Quantity
Industrial size woodchipper	1
Brush cutters with PPE	10
Pole pruner with PPE	5
Chainsaw with PPE	10
Laptop	1
Secateurs	20
Lopper	20
Bow saw	20
Knapsack sprayers with PPE	5
Wheelbarrows	30
Garden spade	5
Garden fork	5

Leave rakes	20
Iron rakes	20
Carpet broom	30
Aluminium step ladder 6m+	5
Mattock	5
Axe	4
First aid kits	4

The below list is the minimum PPE required to be issued, on a written receipt, to every machine operator:

Type of machine	PPE
Industrial size woodchipper	Eye protection Ear protection Hard hat Dust mask
Brush cutters	Eye protection Ear protection Hard hat Shin guards Dust mask
Pole pruner	Eye protection Ear protection Hard hat SABS standard chainsaw jacket SABS standard chainsaw trousers Dust mask
Chainsaw	Eye protection Ear protection Hard hat SABS standard chainsaw jacket SABS standard chainsaw trousers Dust mask

Blowers	Eye protection Ear protection Hard hat Dust mask
Herbicide sprayer	Eye protection Hard hat Raincoat or suitable protective clothing Respirator with the correct cartridge Gloves
Insecticide sprayer	Eye protection Hard hat Raincoat or suitable protective clothing Respirator with the correct cartridge Gloves

The contractor is to supply following transportation and light earthmoving equipment for use on Bryntirion Estate:

Item	Quantity
4t Truck with cage and cargo net	1
1ton LDV (one with canopy) with towing hitch	1

The contractor will provide the following personnel **over and above** the EPWP beneficiaries:

Contract manager with five years' experience	1
Horticulturist with five years' experience	1
Driver	3
Storeman	1
Foreman with five years' experience	7

Machine operators fully trained	15
Pest control officer qualified and registered at Department of Agriculture	2
OHS officer	1

If the contractor fails to provide the above mentioned equipment, spare parts, and PPE, and personnel for the duration of the contract, it will be considered as a breach of contract. **Pending sufficient warnings, this may lead to the termination of the contract.**

In the event of the contractor wishing to terminate the contract, the contractor will in writing to the NDPW contract manager advising that the contract is to be terminated. He will be required to continue with the work for a period of **two months** from the date of such a letter. During this notice period the maintenance activities will be carried out as per the schedule.

# **GENERAL MAINTENANCE SPECIFICATIONS SOFT LANDSCAPING**

## **1.1 General**

NDPW contract manager is an official of NDPW of Public Works that has been charged with the responsibility of supervising and advising on the Invader plant eradication of the site.

All plants and elements associated with the landscaping are the property of NDPW of Public Works. Any removal thereof constitutes theft.

The contractor will not be compensated for unforeseen stoppages. He/she is to ensure the full period quoted for is being worked. Timesheets per site are to be always kept.

The contractor is to supply adequate transport to daily transport his equipment and employees.

If the contractor fails to provide the above mentioned equipment for the duration of the contract, it will be considered as a breach of contract. Pending sufficient warnings, this may lead to the termination of the contract.

In the event of the Contractor wishing to terminate the contract, the contractor will supply in writing a letter to NDPW contract manager advising that the contract is to be terminated. He will be required to continue with the work for a period of two months from the date of such a letter. During this notice period the maintenance activities will be carried out as per the schedule.

## **1.2 Invader eradication**

NATIONAL ENVIRONMENTAL MANAGEMENT: BIODIVERSITY ACT 2004 (ACT NO. 10 OF 2004) ALIEN AND INVASIVE SPECIES REGULATIONS, 2014

### **1.2.1 Invader removal**

The contractor will take measures to ensure that all natural areas are free of invaders as prescribed in the Government Gazette No. 10244, Vol. 590, 01 August 2014, No. 37885, with the tender period. Special care shall be taken to remove declared weeds and invaders and other exotic species that may establish in the natural areas. All invaders to be treated with a registered herbicide as per



manufactures specifications in a timely manner to optimise the effectiveness of the product. Follow up treatment must be done in a timely manner on a three-monthly basis until the tender expires or the invaders are eradicated.

The Contractor will take measures to ensure that the full extent of the property is cleared of mature invader trees within 30 months to allow ample time to apply follow up treatments. Contravention of this clause shall result in the contractor being subjected to disciplinary measures and penalties.

There are four main immediate methods used in South Africa to control invasive alien tree species:

- Mechanical control (hand pulling, slashing, rotor tilling, mowing, ringbarking, and felling); No ring barking and frilling will be allowed due to the risk of falling dead trees.
- Chemical control (spraying young saplings, frilling, and painting, chop-and-squirt treatments, and injecting chemicals into large trees); No frilling and painting, chop-and-squirt treatments, and injecting chemicals into large trees will be allowed. Only full removal of large trees will be allowed.
- Use of fire in controlled burning. No burning on site will be allowed.
- Combination of mechanical and chemical control methods in an integrative manner, coupled with biological control where suitable.

### **1.2.2 Mature invader trees**

#### **Remove large to small trees and poison roots**

- Cut down and remove large trees without damaging the surrounding structures.
- Cut down the tree trunk to 100mm above the natural soil level.
- Remove the cut material from site to a registered municipal waste disposal site.
- Wood species that can be utilised by humans, Contractor to cut up wood for firewood. Cut up stems and stumps 30cm x 10cm Blocks. Wood is to be removed from site and donated to local communities. Dispose of small twigs as a registered Municipal dumping site
- Apply a registered herbicide to the stems as per manufacturer specifications.

Special treatment is specified for the eradication of *Acacia mearnsii* (Black Wattle)

- In South Africa both seed feeding insects and a mycoherbicide are used to control *A. mearnsii* (Henderson 2001) - the seed weevil *Melanterius maculatus* and a native South African fungus *Cylindrobasidium laeve* that attacks damaged trees has been developed into a mycoherbicide and can be applied to cut stumps to prevent re-sprouting. A *Cecidomyiidae* gall midge that inhibits reproduction of *Acacia* species can prevent fruit formation (and thus reproduction) without affecting vegetative growth has recently been released in South Africa.

### **1.2.3 Shrubs**

#### **Remove large to small shrubs and poison roots**

- Cut down and remove large shrubs without damaging the surrounding structures.
- Cut down the stems to 100mm above the natural soil level.
- Remove the cut material from site to a registered municipal waste disposal site.
- Apply a registered herbicide to the stems as per manufacturer specifications.

### **1.2.3 Herbaceous plants**

#### **Remove herbaceous and poison roots**

- Remove plants with roots from the soil.
- Remove the cut material from site to a registered municipal waste disposal site.
- Apply a registered herbicide to the stems as per manufacturer specifications.

Special treatment is specified for the eradication of Pom-pom weed (*Campuloclinium macrocephalum*)

- Apply the herbicide onto emerging seedlings.
- Physically remove plants with roots before flowering.
- Physically remove and control burn seed heads.

#### ***Lantana camara***

- Plants to be cut down no higher than 50mm above soil level.
- Stumps to be treated with the correct herbicide and to the manufacturer's specification.

- Branches to be chipped and remove from site.
- A follow-up treatment of regrowth to be done every six months for the duration of the contract.

***Eucalyptus spp.***

- All trees to be cut down no higher than 300mm above soil level.
- All branches more than 150mm in diameter to be cut in 300mm logs and stacked to dry. Once dry the logs are to be split smaller and bagged for firewood.
- The contractor is allowed to cut the trunks of the trees in any way he sees fit.
- Stumps to be treated with the correct herbicide and to the manufactures' specification.
- A follow-up treatment of regrowth to be done every six months for the duration of the contract.

**NO PLANT MATERIAL MAY BE BURN  
OR STOCKPILE ONSITE**

Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Cutting of tree less than 200mm in diameter to 100mm above ground level	Each	3,000			
Cutting of tree less than 200mm to 500mm in diameter to 100mm above ground level	Each	1,500			
Cutting of tree 501mm to 750mm in diameter to 100mm above ground level	Each	1,000			
Cutting of tree 751mm till 1000mm in diameter to 100mm above ground level	Each	750			
Cutting of tree 1000mm plus to 50mm above ground level	Each	500			
Cutting and removal of <i>Lantana camara</i>	m <sup>2</sup>	400,000			
Providing of coloured pesticide for <i>Pinus spp.</i>	Litre	2,000			
Providing of coloured pesticide for <i>Lantana spp.</i>	Litre	10,000			
Providing of coloured pesticide for <i>Eucalyptus spp.</i>	Litre	5,000			
EPWP labour. <b>Minimum wage in line with gazetted wage for Sectional Determination 9: Wholesale and Retail</b>		30			
Pest control officer		2			
Trained machine operators		15			
Storeman		1			
Full time driver with PDP		2			

Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Supervisor		7			
OHS officer		1			
Horticulturist		1			
Site manager		1			
Contract manager		1			
Surety Bond as per PA-10_fm					
Public Liability Insurance (For R5 Million)					
Contractors All Risk Insurance (for R5 Million)					
Compliance with the Occupational Health and Safety Act					
Hiring of mobile toilet		10			
Hiring of change room		2			
Hiring of storeroom		1			
EPWP PPE including branding		30			
EPWP Billboards		2		N/A	N/A
Sub Total					
15% VAT					
<b>TOTAL COST PER ANNUM</b>					

**TOTAL COST FOR 36 MONTHS**

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**The Company / Service Provider hereby confirms that all the documents and pages as listed in the PA-09 forms and all the tender pages and pricing data pages have been attached and are complete**

DATE: \_\_\_\_\_

**CONTRACTOR INFORMATION**

CONTRACTOR COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ CODE: \_\_\_\_\_

FAX NO: \_\_\_\_\_ CODE: \_\_\_\_\_

CELL PHONE NO: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR SIGNATURE: \_\_\_\_\_

Duly confirm the above as true and correct.