



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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF 36 MONTH TERM CONTRACT :PANEL OF CONTRACTORS FOR FUMIGATION SERVICES IN THE WESTERN CAPE REGION.

|                   |   |                  |            |
|-------------------|---|------------------|------------|
| Project title:    | 36 MONTH TERM CONTRACT: PANEL OF CONTRACTORS FOR FUMIGATION SERVICES IN THE WESTERN CAPE REGION |                  |            |
| Bid no:           | CPTSC 01/25   |                  |            |
| Advertising date: | 09/06/2025  | Closing date:    | 30/06/2025 |
| Closing time:     | 11:00am   | Validity period: | 84 days    |

1. FUNCTIONALITY CRITERIA APPLICABLE YES ☐ NO ☒

**Note 1:** Failure to meet minimum functionality score will result in the tenderer being disqualified.

| Functionality criteria: <sup>1</sup> | Weighting factor: |
|--------------------------------------|-------------------|
|                                      |                   |
|                                      |                   |
|                                      |                   |
|                                      |                   |
|                                      |                   |
|                                      |                   |
| Total                                | 100 Points        |

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

Minimum functionality score to qualify for further evaluation:

(Total minimum qualifying score for functionality is 50 percent, any deviation below or above the 50 percent, provide motivation below).

|  |
|--|
|  |
|--|

### 2. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

|   |   |
|---|---|
| <input type="checkbox"/> Method 1 (Financial offer) | <input checked="" type="checkbox"/> Method 2 (Financial and Preference offer) |
|---|---|

#### 2.1. Indicate which preference points scoring system is applicable for this bid:

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

<sup>1</sup>The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

### 3. RESPONSIVENESS CRITERIA

**3.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:**

|    |                                     |  |
|----|-------------------------------------|--|
| 1  | <input checked="" type="checkbox"/> | Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.  |
| 2  | <input checked="" type="checkbox"/> | Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).   |
| 3  | <input type="checkbox"/>            | All parts of tender documents submitted must be fully completed in ink and signed where required   |
| 4  | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited.   |
| 5  | <input checked="" type="checkbox"/> | Submission of PA-32: Invitation to Bid   |
| 6  | <input type="checkbox"/>            | Submission of record of attending compulsory briefing session.   |
| 7  | <input type="checkbox"/>            | Bidder must comply with the Addenda requirements to the tender documents, if any   |
| 8  | <input type="checkbox"/>            | The bidder must submit a fully completed pricing schedule and transfer to PA32 (Invitation to Bid form) as provided in the tender document.  |
| 9  | <input checked="" type="checkbox"/> | <p><b>EXPERIENCE</b></p> <p>The bidder must submit three (3) completed projects relating to Pest Control service with a minimum contract value of R100 000.00 accumulatively over the past five (5) years.</p> <p>1. Appointment letter(s) with clear contract description, contract value, contract duration and contact details.<br/>OR<br/>2. Service Level Agreement with clear contract description, contract value, contract duration and contact details.<br/>OR<br/>3. Purchase order with clear contract description, contract value and contact details.</p> <p>The above documents must be accompanied by the reference letters, must be aligned to the submitted completed projects.</p> <p>a) Resources: Qualified Technician Staff</p> <p>1. Pest Control Operator x3<br/>2. Assistant x 3</p> <p>The bidder must submit a recognised Pest Control certificate from accredited institution with the minimum of three (3) years relevant experience in this field. Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points. The bidder must attach a minimum of three (3) comprehensive CV (s), ID Copies for technicians and assistants with certified qualification (s) / certificate (s) - certified by the Commissioner of Oath.</p> <p>b) Resources: Light Duty vehicles</p> <p>The bidder must provide proof of vehicles ownership, minimum of one vehicle.</p> <p>1. Valid motor vehicle licence and license disc or<br/>2. Valid Letter of intent to lease / purchase signed by bidder or<br/>3. Valid Lease agreement signed by both parties ( lessee and lessor)</p> |
| 10 | <input checked="" type="checkbox"/> | Attendance of compulsory briefing session. The bidder must sign the attendance register at the meeting as proof of attendance and the register will be closed at the venue after the meeting. Failure to sign the attendance register will render your bid no responsive.  |
| 11 | <input checked="" type="checkbox"/> | All the bidders must be registered under South African Pest Control Association and must submit the proof of valid registration certificate by the South African Pest Control Association (SAPCA)  |

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

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

|    |                                     |  |
|----|-------------------------------------|--|
| 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): Bidder's disclosure.  |
| 4  | <input checked="" type="checkbox"/> | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.  |
| 5  | <input checked="" type="checkbox"/> | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer   |
| 6  | <input checked="" type="checkbox"/> | Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance. |
| 7  | <input checked="" type="checkbox"/> | All parts of the tender documents submitted must be fully completed in ink and signed where required.  |
| 8  | <input type="checkbox"/>            | Submission of DPW-21 (GS): Record of Addenda   |
| 9  | <input checked="" type="checkbox"/> | The tenderer shall submit a fully priced pricing schedule and summary pages with the tender document (duly completed document inclusive of all parts).   |
| 10 | <input type="checkbox"/>            | <b>Specify other responsiveness criteria</b>   |

**3.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals:**

|   |                                     |  |
|---|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022  |
| 2 | <input checked="" type="checkbox"/> | A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider |

**4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS**

| <input checked="" type="checkbox"/> | <p><b>4.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.</b></p> <p><b>Table 1</b></p> <table> <tr> <th>Serial No</th><th>Specific Goals</th><th>Preference Points Allocated out of 20</th><th>Documentation to be submitted by bidders to validate their claim</th></tr> <tr> <td>1.</td><td>An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)</td><td>10</td><td>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</td></tr> <tr> <td>2.</td><td>Located in a specific Local</td><td>2</td><td>• Official Municipal Rates Statement</td></tr> </table> |                                       |   | Serial No | Specific Goals | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim | 1. | An EME or QSE or any entity which is at least 51% owned by black people (Mandatory) | 10 | • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. | 2. | Located in a specific Local | 2 | • Official Municipal Rates Statement |
|-------------------------------------|---|---------------------------------------|---|-----------|----------------|---------------------------------------|--|----|---|----|---|----|-----------------------------|---|--------------------------------------|
| Serial No                           | Specific Goals  | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim          |           |                |                                       |  |    |   |    |   |    |                             |   |                                      |
| 1.                                  | An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)   | 10                                    | • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |           |                |                                       |  |    |   |    |   |    |                             |   |                                      |
| 2.                                  | Located in a specific Local   | 2                                     | • Official Municipal Rates Statement                                      |           |                |                                       |  |    |   |    |   |    |                             |   |                                      |



Notice and Invitation to Bid: PA-04 (GS)

|    |   |   |   |
|----|---|---|---|
|    | Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) |   | <p>which is in the name of the bidder.</p> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>  |
| 3. | An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)  | 4 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>   |
| 4. | An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)                                     | 2 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p> |
| 5. | An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)  | 2 | <ul style="list-style-type: none"> <li>ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>   |



**4.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

**NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

**Table 2**

| Serial No | Specific Goals       | Preference Points Allocated out of 10 | Documentation to be submitted by bidders to validate their claim         |
|-----------|----------------------|---------------------------------------|--|
| 1.        | An EME or QSE or any | 4                                     | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE</li> </ul> |



|                             |   |   |   |
|-----------------------------|---|---|---|
|                             | entity which is at least 51% owned by black people (Mandatory)  |   | Certificate or Sworn Affidavit where applicable.  |
| 2.                          | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) | 2 | <ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>      |
| 3.                          | An EME or QSE or any entity which is at least 51% owned by black women (mandatory)  | 2 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>   |
| 4. <input type="checkbox"/> | An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)   | 2 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p> |
| <b>OR</b>                   |   |   |   |
| 5. <input type="checkbox"/> | An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)  | 2 | <ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable</li> </ul>  |

## 5. 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 Public Works, Customs House Building, Heerengracht Street, Foreshore. A non-refundable bid deposit of R 300.00 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 Customs House on 20/06/2025 starting at 11:00am. Venue Doome, 3rd floor. *(if applicable)*

## 6. ENQUIRIES

6.1. Technical enquiries may be addressed to:

|                             |                              |                      |  |
|-----------------------------|------------------------------|----------------------|--|
| <b>DPWI Project Manager</b> | Nontembiso Kilani            | <b>Telephone no:</b> |  |
| <b>Cellular phone no</b>    | 076 413 1824                 | <b>Fax no:</b>       |  |
| <b>E-mail</b>               | Nontembiso.Kilani@dpw.gov.za |                      |  |

6.2. SCM enquiries may be addressed to:

|                          |                             |                      |              |
|--------------------------|-----------------------------|----------------------|--------------|
| <b>SCM Official</b>      | Wandi Zikishe               | <b>Telephone no:</b> | 021 4022 345 |
| <b>Cellular phone no</b> |                             | <b>Fax no:</b>       |              |
| <b>E-mail</b>            | Wandiswa.Zikishe@dpw.gov.za |                      |              |

## 7. 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<br/>DEPARTMENT OF PUBLIC WORKS<br/>PRIVATE BAG X 2967<br/>Cape Town<br/>8000<br/>ATTENTION:<br/><b>PROCUREMENT SECTION: ROOM</b> Tender<br/>office ,9th floor</p> <p><b>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</b></p> | OR | <p><b>DEPOSITED IN THE TENDER BOX AT:</b></p> <p>Public Works &amp; Infrastructure<br/>Customs House Building<br/>Heerengracht St<br/>Foreshore</p> |
|---|----|---|

Invitation to Bid: PA-32

**PART A**  
**INVITATION TO BID (EXEMPTION)**

|  |   |  |  |   |          |
|--|---|--|--|---|----------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (PUBLIC WORKS)</b>  |   |  |  |   |          |
| BID NUMBER:  | CPTSC 01/25   | CLOSING DATE:  | 30/06/2025                                       | CLOSING TIME:   | 11:00 AM |
| DESCRIPTION  | 36 MONTH TERM CONTRACT: PANEL OF CONTRACTORS FOR FUMIGATION SERVICES IN WESTERN CAPE REGION |  |  |   |          |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT</b>                                     |   |  |  |   |          |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)                                      |   |  |  |   |          |
| Public Works & Infrastructure, Customs House Building, Hereengracht Street, Foreshore, Cape Town, 8000                   |   |  |  |   |          |
| OR POSTED TO:  |   |  |  |   |          |
| Public Works & Infrastructure, Customs House Building, Hereengracht Street, Foreshore, Cape Town, 8000                   |   |  |  |   |          |
| <b>SUPPLIER INFORMATION</b>  |   |  |  |   |          |
| NAME OF BIDDER   |   |  |  |   |          |
| POSTAL ADDRESS   |   |  |  |   |          |
| STREET ADDRESS   |   |  |  |   |          |
| TELEPHONE NUMBER   | CODE  |  | NUMBER   |   |          |
| CELLPHONE NUMBER   |   |  |  |   |          |
| FACSIMILE NUMBER   | CODE  |  | NUMBER   |   |          |
| E-MAIL ADDRESS   |   |  |  |   |          |
| VAT REGISTRATION NUMBER  |   |  |  |   |          |
|  |   | TCS PIN:   |  | OR  | CSD No:  |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                            |   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ANSWER PART B:3 BELOW ] |          |
| SIGNATURE OF BIDDER  |   |  |  | DATE  |          |
| CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) |   |  |  |   |          |
| TOTAL NUMBER OF ITEMS OFFERED  |   |  |  | TOTAL BID PRICE (1ALL APPLICABLE TAXES)   |          |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>   |   |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b> |   |          |
| DEPARTMENT/ PUBLIC ENTITY  |   |  |  | CONTACT PERSON  |          |
| CONTACT PERSON   |   |  |  | TELEPHONE NUMBER  |          |
| TELEPHONE NUMBER   |   |  |  | FACSIMILE NUMBER  |          |
| FACSIMILE NUMBER   |   |  |  | E-MAIL ADDRESS  |          |
| E-MAIL ADDRESS   |   |  |  |   |          |

## Invitation to Bid: PA-32

### PART B TERMS AND CONDITIONS FOR BIDDING

|   |  |
|---|--|
| <b>1. BID SUBMISSION:</b>   |  |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  |  |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE   |  |
| 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). |  |
| 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.                               |  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>   |  |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.  |  |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.   |  |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.  |  |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.  |  |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.   |  |
| 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.   |  |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |  |
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>                  |  |

**Note Well:**

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

<sup>1</sup> All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies



## PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: CPTSC 01/25

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/<br>Passport number<br>and Citizenship## | Percentage<br>owned | Black  | Indicate if<br>youth                                     | Indicate if<br>woman                                     | Indicate if<br>person with<br>disability                 | Indicate if living in<br>Rural (R) / Under<br>Developed Area (UD) /<br>Township (T) / Urban<br>(U).          | Indicate if<br>military<br>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 |
| 8.                 |   | %                   | <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 |
| 9.                 |   | %                   | <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 |
| 10.                |   | %                   | <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 |
| 11.                |   | %                   | <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 |
| 12.                |   | %                   | <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 |

# Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number  
## State date of South African citizenship obtained (not applicable to persons born in South Africa)

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

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

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

For Internal & External Use

Effective date 21 July 2023

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

**Signed by the Tenderer**

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

## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

**YES / NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

2.2.1 If so, furnish particulars:

.....  
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

<sup>2</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.

- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4

## 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:

- 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)

- \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

|    | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1  |      |          |           |
| 2  |      |          |           |
| 3  |      |          |           |
| 4  |      |          |           |
| 5  |      |          |           |
| 6  |      |          |           |
| 7  |      |          |           |
| 8  |      |          |           |
| 9  |      |          |           |
| 10 |      |          |           |
| 11 |      |          |           |
| 12 |      |          |           |
| 13 |      |          |           |
| 14 |      |          |           |
| 15 |      |          |           |
| 16 |      |          |           |

## PA-15.1: Resolution of Board of Directors

|    |  |  |  |
|----|--|--|--|
| 17 |  |  |  |
| 18 |  |  |  |
| 19 |  |  |  |
| 20 |  |  |  |

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

### Note:

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

### ENTERPRISE STAMP

## PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

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

Held at \_\_\_\_\_ (place)

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

**RESOLVED that:**

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)



## PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

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

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

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

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

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

### Note:

- \* 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  |      |          |           |
| 2  |      |          |           |
| 3  |      |          |           |
| 4  |      |          |           |
| 5  |      |          |           |
| 6  |      |          |           |
| 7  |      |          |           |
| 8  |      |          |           |
| 9  |      |          |           |
| 10 |      |          |           |
| 11 |      |          |           |
| 12 |      |          |           |
| 13 |      |          |           |
| 14 |      |          |           |
| 15 |      |          |           |

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-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 Preference Points System to be applied

*(tick whichever is applicable).*

- ☒ The applicable preference point system for this tender is the **80/20** preference point system.
- ☐ The applicable preference point system for this tender is the **90/10** preference point system.
- ☐ Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

### 1.3 Points for this tender shall be awarded for:

#### 1.3.1 Price; and

#### 1.3.2 Specific Goals

1.4 The maximum points for this tender are allocated as follows:

| CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM | <input checked="" type="checkbox"/> 80/20 | <input type="checkbox"/> 90/10 |
|---|---|--------------------------------|
| PRICE   | 80  | 90                             |
| SPECIFIC GOALS                                    | 20  | 10                             |
| Total points for Price and Specific Goals         | 100                                       | 100                            |

## 1.5 Breakdown Allocation of Specific Goals Points



**1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

| Serial No | Specific Goals  | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim   |
|-----------|---|---------------------------------------|--|
| 1.        | An EME or QSE which is at least 51% owned by black people (Mandatory)   | 10                                    | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>  |
| 2.        | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) | 2                                     | <ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul> |
| 3.        | An EME or QSE which is at least 51% owned by black women (Mandatory)  | 4                                     | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>  |
| 4.        | An EME or QSE which is at least 51% owned by black people with disability (Mandatory)   | 2                                     | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>  |

|    |  |   |  |
|----|--|---|--|
|    |  |   | <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</li> </ul> |
| 5. | An EME or QSE which is at least 51% owned by black youth (Mandatory) | 2 | <ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>  |



**1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

**Table 2**

| Serial No | Specific Goals  | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim   |
|-----------|---|---------------------------------------|--|
| 1.        | An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)   | 10                                    | <ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>          |
| 2.        | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) | 2                                     | <ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> |

|    |   |   |   |
|----|---|---|---|
|    |   |   | <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>   |
| 3. | An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)                  | 4 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>   |
| 4. | An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory) | 2 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p> |



| □  | 5. An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)   | 2                                     | <ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>  |           |                |                                       |  |    |   |   |   |    |   |   |  |    |   |   |   |
|--|---|---------------------------------------|--|-----------|----------------|---------------------------------------|--|----|---|---|---|----|---|---|--|----|---|---|---|
| <p><b>1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.</b></p> <p><b>NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.</b></p> <p><b>Table 3</b></p> <table border="1"> <thead> <tr> <th>Serial No</th><th>Specific Goals</th><th>Preference Points Allocated out of 10</th><th>Documentation to be submitted by bidders to validate their claim</th></tr> </thead> <tbody> <tr> <td>1.</td><td>An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)</td><td>4</td><td> <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> </td></tr> <tr> <td>2.</td><td>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)</td><td>2</td><td> <ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul> </td></tr> <tr> <td>3.</td><td>An EME or QSE or any entity which is at least 51%</td><td>2</td><td> <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> </td></tr> </tbody> </table> |   |                                       |  | Serial No | Specific Goals | Preference Points Allocated out of 10 | Documentation to be submitted by bidders to validate their claim | 1. | An EME or QSE or any entity which is at least 51% owned by black people (Mandatory) | 4 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> | 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) | 2 | <ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul> | 3. | An EME or QSE or any entity which is at least 51% | 2 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> |
| Serial No  | Specific Goals  | Preference Points Allocated out of 10 | Documentation to be submitted by bidders to validate their claim   |           |                |                                       |  |    |   |   |   |    |   |   |  |    |   |   |   |
| 1.   | An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)   | 4                                     | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>  |           |                |                                       |  |    |   |   |   |    |   |   |  |    |   |   |   |
| 2.   | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) | 2                                     | <ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul> |           |                |                                       |  |    |   |   |   |    |   |   |  |    |   |   |   |
| 3.   | An EME or QSE or any entity which is at least 51%   | 2                                     | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>  |           |                |                                       |  |    |   |   |   |    |   |   |  |    |   |   |   |

|  |                             |   |   |   |
|--|-----------------------------|---|---|---|
|  |                             | owned by black women (mandatory)  |   |   |
|  | 4. <input type="checkbox"/> | An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory) | 2 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p> |
|  | <b>OR</b>                   |   |   |   |
|  | 5. <input type="checkbox"/> | An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)                  | 2 | <ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable</li> </ul>  |

**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

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

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

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

- $\mathbf{Ps}$  = Points scored for price of tender under consideration
- $\mathbf{Pt}$  = Price of tender under consideration
- $\mathbf{Pmin}$  = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

- $\mathbf{Ps}$  = Points scored for price of tender under consideration
- $\mathbf{Pt}$  = Price of tender under consideration
- $\mathbf{Pmax}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 4: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

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

| The specific goals allocated points in terms of this tender  | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|--|--|--|--|--|
| 1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people | 4  | 10   |  |  |
| 2. Located in a specific Local Municipality or District Municipality or Metro or   | 2  | 2  |  |  |

| The specific goals allocated points in terms of this tender  | Number of points allocated<br>(90/10 system)<br>(To be completed by the organ of state) | Number of points allocated<br>(80/20 system)<br>(To be completed by the organ of state) | Number of points claimed<br>(90/10 system)<br>(To be completed by the tenderer) | Number of points claimed<br>(80/20 system)<br>(To be completed by the tenderer) |
|--|---|---|---|---|
| Province area for work to be done or services to be rendered in that area  |   |   |   |   |
| 3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women                  | 2   | 4   |   |   |
| 4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability | 2   | 2   |   |   |
| 5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*                | 2   | 2   |   |   |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company  
[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

|                                    |       |
|------------------------------------|-------|
| .....                              |       |
| <b>SIGNATURE(S) OF TENDERER(S)</b> |       |
| <b>SURNAME AND NAME:</b>           | ..... |
| <b>DATE:</b>                       | ..... |
| <b>ADDRESS:</b>                    | ..... |
|                                    | ..... |
|                                    | ..... |
|                                    | ..... |



public works  
& infrastructure

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

## BID DOCUMENT

**INVITATION TO BID FOR 36 MONTH TERM CONTRACT: PANEL OF CONTRACTORS FOR FUMIGATION SERVICES IN WESTERN CAPE REGION**

**BID NO: CPTSC 01/25**

**Name of BIDDER:** .....

**ISSUED BY:**  
THE DIRECTOR-GENERAL  
DEPARTMENT OF PUBLIC WORKS

**Prepared by: CHIEF WORKS MANAGER**  
**Ms. N Kilani**

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###### C3.1 Scope of Work

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###### C4.1 Site Information

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## 1. DEFINITIONS.

- 1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- 1.1.1 "Additional Services" are increases in the quality of the routine Services detailed in the Scope of Works
- 1.1.2 "Bill of Quantities" means the document so designated in the Pricing Data that the Services and indicates the quantities and rates associated with each item the Employer agrees to pay the Service Provider for the Services Completed
- 1.1.3 "Certificate of Completions" means the certificate issued by the Service Manager signifying that the contract has expired;
- 1.1.4 "Commencement Date" means the date on when the Services Provider is notified the Employer's acceptance of its offer;
- 1.1.5 "Contract" means the Contract signed by the parties and of which these conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;
- 1.1.6 "Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the Risks, Liabilities and Obligations of the contracting Parties and the procedures for the administration of the Contract;
- 1.1.7 "Contract Period" is from the Commencement Date for the period stated in the Contract Data:
- 1.1.8 "Contract Price" means the to be paid for the Service in accordance with the Pricing Data, subject to such additions thereto or deduction thereto or deductions there from as may be from time to time under the provision of the Contract;
- 1.1.9 "Contract Sum" refers to the amount stated by the Services Provider in the form of Offer and Acceptance;
- 1.1.10 "CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and material and goods as stated in the Contract Data:
- 1.1.11 "Day" means a calendar day:
- 1.1.12 "Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereto or additions thereto from time to time to be approved in writing by the Employer or delivered to the Service Provider by the Employer;
- 1.1.13 "Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;
- 1.1.14 "Equipment" includes all appliance, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering completion or defects correction of the Services but does not include materials;
- 1.1.15 "Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omissions thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;
- 1.1.16 "Form of Offer and Acceptance" means the written communication by the Employer to Service Provider recording the Acceptance of the Service Provider's offer;
- 1.1.17 "Identified Projects" means any projects other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract;

PEST CONTROL SERVICES

- 1.1.18 "Materials" includes all materials, commodities, articles and things required to be furnished under the contract for the execution of the Services;
- 1.1.19 "Month" refers to the period commencing on a certain day of the month to the day preceding the corresponding day of the next month;
- 1.1.20 "Parties" means the Employer and the Service Provider;
- 1.1.21 "Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;
- 1.1.22 "Rates" means for all items bided in this document shall include for additional cost, and shall be representative of the actual cost involved in the executing thereof plus a reasonable mark up and should be valid whether the work associated therewith will be carried out once or more frequently;
- "Not Applicable" ( N/A ) means Not to price or complete;
- 1.1.23 "Services" means all the work to be performed by the Service Provider during the Contract period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;
- 1.1.24 "Service Provider" means the Bidder, as named in the Contract Data whose offer has been accepted by or on behalf of the Employer and where applicable, includes the Service Provider's heirs, executors administrators, trustees, judicial managers or liquidators as the case may be, but not except with written consent of the Employer, any assignee of the Service Provider;
- 1.1.25 "Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons thereto;
- 1.1.26 "Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must , or may, be provided or performed;
- 1.1.27 "Service Period" refers to the period indicated in the Contract Data, during which the Service Provider shall render the Services required in terms of the Contract;
- 1.1.28 "Transitional Stage" refers to the period indicated in the Contract Data which commences immediately on the expiry of the Service Period, and which the Services to be provided by the Service Provider shall include, inter alia the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

## **2. INTERPRETATION.**

2.1. In this Contract, except where the context otherwise requires:

- 2.1.1. The masculine includes the feminine and the neuter, vice versa;
- 2.1.2. The Singular includes the plural; and vice versa;
- 2.1.3 Any Reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.

2.2. The headings to the clauses of this contract are included for references purposes only and shall not affect the interpretation of the provision to which they relate.

2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.

2.4. The various parts of the Contract are severable and may be interpreted as such.

2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.

2.6 If any provision in a definition clause is a substantive provision conferring or imposing obligations on any Party, effect shall be given it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.

## **3. DURATION**

3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.

3.2. Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on Commencement Date and terminate on the expiry of the Contract Period unless it is extended in terms of clause 3.3.

3.3. The terms of duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of Contract shall however be valid unless the terms and conditions of such extension has been reduced in writing and signed by the authorized representatives of both Parties.

## **4. RIGHTS AND OBLIGATIONS OF EMPLOYER**

4.1 The Employer shall give access to or supply the Service Provider with:

- 4.1.1 All relevant, available data and information required and requested by the Services Provider for the proper execution of the Service;
- 4.1.2 Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

## **5 RIGHTS AND OBLIGATIONS OF THE SERVICES PROVIDER**

5.1 The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services

5.2. The Service provider shall take instructions only from the Service Manager or persons authorized by the Service Manager in terms of clause 6

5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorization has been obtained.

## PEST CONTROL SERVICES

- 5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of Professionals providing services to the Services.
- 5.5. Should the any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on a reasonable grounds to be undesirable the Employer may, in writing and other with reason thereof request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer
- 5.6 The Service Provider undertakes to effect such removal as referred to in 5.5 above, within a day of receipt of the Employer written request.
- 5.7 The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8 During the ongoing provision of the Services the Services Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9 Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.

## 6. SERVICE MANAGER.

- 6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract
- 6.2 The Service Manager may delegate any of his powers and authority and may cancel such delegation on prior written notification thereof to the Service Provider.
- 6.3 Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.
- 6.4 The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegate to the Service Manager who shall confirm, reverse or verify the order or instruction.

## 7 SECURITY CLEARANCE

- 7.1 Security Clearance is necessary, and all human resources utilized by the Service Provider and the Service Provider undertake to undergo Security Clearances for which the necessary forms will be made available to the Service Providers at the relevant time by the Employer. Should the service provider refuse to undergo the required security clearance it will result in the service provider not being allowed access in to State Facilities/ Buildings to render the services.

## 8 CONFIDENTIALITY

- 8.1 The Service Provider undertakes to keep any and all information, whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such not to be sold, traded, published or otherwise disclosed to anyone in any matter whatsoever, including by means of photocopy or other reproductions, without the Employer's prior written consent, A disclosure or improper use of the confidential information, without the Employer's prior written consent will cause the Employer harm:
- 8.1.1 The service provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claim by third parties as a result of such unauthorized disclosure or use thereof, either in whole or in part; and/or
- 8.1.2 The Employer shall be entitled to cancel the contract

- 8.2 The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:

8.2.1 Employees, officers and directors of the Service Providers

- 8.2.2 Any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.

- 8.3 The Service Provider shall be responsible that all to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any to unauthorized person

**9 AMBIGUITY IN DOCUMENTS**

- 9.1 The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and if necessary, rectified by the Service Manager who shall thereupon issue to the Services Provider a written explanation giving details of the adjustments, if any, and a written instruction what Service, if any is to be delivered.

**10. INSURANCES**

- 10.1 It is the responsibility of the Service Provider to assess his Risk on the contract and to ensure that he/ she obtains and maintains the adequate insurances to cover all such Risks.

**11 ACCESS TO FACILITIES AND COMMENCEMENT OF SERVICES**

- 11.1 The Services Provider shall provide the Employer within 21 days of Commencement Date with an acceptable Health and Safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993)
- 11.2 The Services Period shall commence on the Commencement Date or on such other date as maybe specified in the Contract
- 11.3 Notwithstanding the provision of 11.2 the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable Health and Safety plan and Security clearance being obtained in term of clause 11.1 and 7.1 respectively

**12 SUBCONTRACTING**

- 12.1 The Service Provider may not Subcontract any part of the Contract Services at its discretion
- 12.2 The only services that may be subcontracted is when there is a specialized services to be done, this can only done with the written consent and approval from the Service Manager.

**13 COMPLIANCE WITH LEGISLATION**

- 13.1 This clause applies to legislation emanating from national and provincial government as well as that of any local authority in whose area of jurisdiction the Facilities fall and which the intellectual property of any other person
- 13.2 All the applications legislation, which does not specifically allow discretion in respect of compliance the Employer shall be exactly as intended by such legislation regardless of any instruction, verbal or in writing, to the contrary.
- 13.3 Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.

**14 REPORTING OF INCIDENTS**

- 14.1 In addition to the above the Service Provider shall as soon as possible, notify the Employer in writing of any incidents at the Facilities, which or could have resulted in damage to property or injury or death to persons.
- 14.2 The Service Provider shall follow up verbal notification with a detailed written report on incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.
- 14.3 The Service Provider shall notify the Employer immediately, on becoming of the Contract requiring him/her to undertake anything that is illegal or impossible.

**15 NUISANCE**

- 15.1 The Service Provider shall deliver the Service in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.
- 15.2 The Service Provider hereby indemnifies the Employer against any Liability arising out of the Service Provider no-compliance with his obligations in term of Clause 15.1.

**16 MATERIAL, WORKMANSHIP, AND EQUIPMENT**

- 16.1 All Services delivered, and materials/ equipment and workmanship shall comply with the requirements of this Contract the manufacturer's specification; good industry practices and the Service Manager's written instructions and shall be suitable for the purpose intended.
- 16.2 The Service Provider shall in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.

**17 URGENT WORK (EMERGENCY'S)**

- 17.1 The Employer may, by itself or through another service provider, effect any remedial or other service work which becomes necessary due to the act or omission on the part of the Service Provider.
- 17.2 If the Employer effects the remedial or service work in of 20.1 then the Employer may recover such cost, losses or damages from the Service Provider or deduct the same from any amount still due under this contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

**18. INDEMNIFICATIONS**

- 18.1 The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demands, loss, costs, damages, action, suites or legal proceedings whether arising in common law or by statute consequent upon.
- 18.2. The Employer accepts liability for all acts or omissions of its employees or representatives.

**19 VARIATIONS**

- 19.1 The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitution.
- 19.2 No variation by the Employer of whatever nature shall vitiate the Contract.
- 19.3 If no prior written authorization, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such additional Services



**20 SUSPENSION OF THE SERVICES**

20.1 The Service Provider shall, on written order of the Service Manager, suspend the provision of the Services or any part thereof for time or times and in such manner as the Service Manager shall order and shall during such suspension, properly protect the Services so far as is necessary

20.2 If the Service Provider is unable to render any of the Services for any reason other than instruction by the Employer will result to be suspended.

**21 PENALTY FOR NON-PERFORMANCE**

21.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time.

**22. PAYMENTS**

22.1 The Service Provider shall furnish the Employer with a Tax invoice on completion of every service within 7 days on the completion of each service.

22.2 On completion of the Contract the Service Provider must submit all outstanding invoices for services completed within 90 days of the last day of the expired contract.

**23 OVERPAYMENTS**

23.1 If any overpayments of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider in respect of this contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of 80(1)(b) of the Public Finance Management Act 1999 (Act, 1 of 1999) as amended.

**24 BREACH OF CONTRACT**

24.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance within 10(ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following:

24.1.1 Enforce strict compliance with the terms and conditions of the Contract;

24.1.2 Terminate this contract without prejudice to any other rights it may have;

24.1.3 To suspend further payments to the Services Provider;

24.1.4 To appoint other services providers to complete the execution of the Services, in which event the services provider shall be held liable for cost incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.

24.2 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after 10(ten) days written notice calling for rectification of the breach, the Service Provider shall be entitled to:

24.2.1 Enforce strict compliance with the terms and conditions of the Contract; or

24.2.2 Terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.

**25. STOPPAGE AND/OR TERMINATION OF CONTRACT**

- 25.1 The Employer reserves the right to terminate this Contract or to temporarily stop the Services, or any part of thereof at any stage of completion.
- 25.2 The Employer shall have the right to terminate this contract without prejudice to any of its rights upon occurrence of any of the following;
- 25.2.1. on breach of this Contract by the Service Provider as stipulated in Clause 27
- 25.2.2. on commencement of any action for the dissolution and/or liquidation of the Service provider except for the purposes of amalgamation or restructuring approved in advance by the Employer in writing;
- 25.2.3. If the Service Provider receives a court order to be paid under judicial management or commence liquidation proceedings that is not withdrawn or struck out with five(5)
- 25.2.4. If the Service Provider informs the Employer that it intends to cease performing its obligation in terms of this Contract;
- 25.2.5. If the Service Provider informs the Employer that it is incapable on completing the Services as described; or
- 25.2.6. If in the opinion of the Employer the Service Provider acted Dishonestly;
- 25.3 The Employer reserves the right to, even in the absence of breach or the event referred to in 28, terminate this contract at any time, by giving one (1) calendar month written notice to the Service Provider
- 25.4 Further the Contract shall be considered as having terminated:
- 25.4.1 Where the Employer stops the Contract or the Contract and instruction to resume or reinstate the Services are not issued with twelve (12) months of the instructions; or
- 25.4.2. if instructions, necessary for the Service Provider to continue with the Service after a stoppage instruction are not received from the Employer within three (3) months after such instruction were requested by the service provided.
- 25.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:
- 25.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
- 25.5.2. Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.
- 25.5.3. The Service Provided shall not be entitled to advance a right or any similar right if this Contract is terminated and specifically agrees to within ten (10) days of written request from the Employer, give access to and to make available all information, document, advice, recommendations and reports collected, furnished and or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

**26 DISPUTE RESOLUTION**

- 26.1 In the event of a dispute, the Parties shall endeavor to resolve such dispute through negotiation, in good faith.
- 26.2 If the Parties fail to resolve a dispute through negotiations as mentioned in 29.1 within 24 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 26.3 Whether or not mediation resolves the dispute and irrespective of the outcome of the thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the cost of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on the mediator's fees will be based.

- 26.4 The Parties shall appoint a mediator within 21 days of agreeing to mediate.
- 26.5 On appointment of the mediator the Parties shall jointly decide on the procedure to be followed, representation, dates and venue for the mediation.
- 26.6 If the Dispute or any part thereof remains unresolved it may be resolved by litigation proceedings
- 26.7 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiations, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to be the Services Provider and the Service Provider shall proceed with the Services with diligence unless the Parties agree otherwise in writing
- 28 **GENERAL**
- 28.1 This is the entire Contract between the Parties and may only be amended if reduced to writing signed by the duly authorized representatives of both Parties, where after such amendments will take effect.
- 28.2. The Contract shall be governed by, construed and interpreted according to the law of South Africa.
- 29 **DOMICILIUM CITANDI ET EXECUTANDI**
- 29.1 The domicilium et executandi of the Parties for all purposes arising from this Contract for the services of notices and legal process shall be as specified by the Parties in the Contract Data
- 29.2 Any notice, request, consent, or other communications made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have made when delivered in person to an authorized representative of the Party to whom the communication is addressed or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.
- 30 **NOTE:** Any reference to words "**Bid**" or "**Bidder**" herein and/or in any documentation shall be construed to have the same meaning as the words "**Tender**" or "**Tenderer**" for internal & external use.

**NATIONAL DEPARTMENT OF PUBLIC WORKS  
AND INFRASTRUCTURE**

**36 MONTH TERM CONTRACT: PANEL CONTRACTORS FOR PEST CONTROL (FUMIGATION)**

- This contract will cover the **Fumigation Services**.
- This service contract will be attended only per request (ID number).
- The rates in the price segment conclude to the term of 36 months.
- The duration of this term contract is 36 months which would not necessarily calculate from January to December.
- Bidders are to **NOTE** that the quantities reflected in this document are merely illustrative and no warranty can be given as to the actual quantities of work that will be ultimately materialize on the completion of this contract. Therefore **NO CLAIMS** for alteration to rates shall be entertained due changes in quantities.
- The Rates document forms part of and must be read and priced in conjunction with all other documents forming part of this Bid, including, standard conditions of Bid, conditions of contract, specification and other relevant documentation.
- Zero, nil, gratis, unbalanced or non- market related rates will **NOT** be accepted and The Department reserves the right to disqualify the Bid.

## **THE PANEL**

- The panel will consist of bidders who meet all the requirements and criteria as stipulated in this terms of reference as well as the PA-04 (GS) Notice & Invitation Bid form.
- Bidders on the panel will be ranked from the lowest (overheads, mark-up percentage and VAT) to the highest and work will be allocated accordingly until all bidders are utilized.
- The allocation of work will be as and when required. The work will be distributed amongst the successful bidders at the discretion of the NATIONAL Department of Public Works and Infrastructure.
- If all bidders are utilized or allocated sites from the panel, the Department will begin again with the lowest offer to allocate sites, if there is a need for services.
- The number of allocation of sites may not necessary be the same.
- The department envisage to allocate work to all bidders, however, at the end of the contract, it does not guarantee the same number of sites, deployment and distribution.
- Compliance with specification is non-negotiable.
- The department will conduct performance assessments as and when deemed necessary without informing the successful bidder (S).

## **SECURITY CLEARANCE**

1. Only successful bidders shall be subjected to security clearance.
2. Under no circumstances will a tender be awarded unless the bidder concerned has obtained security clearance.

## **SUCCESSFUL TENDERERS**

1. Notwithstanding anything to the contrary herein contained, no contract shall commence until such time as the Department issues a formal notice of acceptance of a bid offer.
2. The Department reserves the right to reject any bid if it is of the opinion that the bid does not comply with the applicable rate determination.

# **SCHEDULE A**

# **PRELIMINARIES**

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT**

- 1.1 This contract is for a period of **thirty-six (36) months** commencing from the date of the letter of acceptance.
- 1.2 This is a fixed scheduled priced contract and no price adjustment of whatever nature, except for the reduction or increase in the Value-Added Tax, shall be applicable to this contract.
- 1.3 The Department reserves the right, at its sole discretion, to extend the contract for a further period, not exceeding 12 months, upon the same terms and conditions.
- 1.4 Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) days written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.

### **2. THE BID DOCUMENT**

- 2.1 The pages of this Bid document are numbered consecutively. The Bidder shall, before submitting the Bid, check the number of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description.
- 2.1.1 The text of this Bid document and other documents, as prepared by the Department, shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be accepted.

### **3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT**

In the event of any dispute arising regarding this contract, the matter shall be referred to Director of Supply Chain Management, whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision. The Department of Public Works & Infrastructure shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.

- 3.1 Unit: The unit of measurement for each item.
- 3.2 Quantity: The provisional number of items.
- 3.3 Rate: The agreed unit rate per item.
- 3.4 Amount: The product of the quantity and the agreed rate for an item.
- 3.5 Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.
- 3.6 Call- out (assessment): First visit to site after receiving a complaint and will include labour and all related cost assessing the job.
- 3.7 Client Department: All other government departments, i.e. SA Police Service, Correctional and Justice Department, SA Defence and Others, hereafter referred to as "User Department"

#### **4. APPLICABLE LEGISLATION AND STANDARDS**

Should there be any discrepancy between these Special Conditions of Contract and the Conditions of Contract (PA 10 FM), the former shall take preference.

The following documents shall be read in conjunction with this tender:

- 4.1 Occupational Health Safety Act: Act No. 85 of 1993.
- 4.2 South African National Standards or the equivalent,
- 4.3 Conditions of Tender: Form PA 10 FM.
- 4.4 Tenderers Additional Particulars.
- 4.5 All Sections of, and Addenda to, the Specification.
- 4.6 Standard Specification
- 4.7 Municipal by laws and any special requirements of the local authority.

#### **5 PROVISIONAL QUANTITIES**

All quantities in this Bid document are provisional and inserted in order to obtain competitive Bids. The Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the tariffs for any item. Payment shall be as set out in clauses herein.

#### **6. SCOPE OF CONTRACT**

- 6.1 This contract is for Pest Control service as per schedule 1 & 2 as mentioned.
- 6.2 The Department intends appointing successful Service Provider (s).
- 6.3 All Bids will be Evaluated, Scored, the Highest scoring Bidder(s) will be awarded.
- 6.4 The Department reserves the right to negotiate the price with the successful bidder (s).
- 6.5 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.

#### **7. VALUE ADDED TAX**

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



## **8. RATES AND PRICES**

- 8.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper execution of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 8.2 The Department may choose to exclude certain items from the contract, if according to the judgment of the Department an item is priced much higher than the market related prices.
- 8.3 Term contract rates shall remain fixed for the duration of the Term Contract and for any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT.
- 8.4 The prices in the Schedule of Prices are for the supply of items/materials only. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 8.5 As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective pay-outs at the end of the two year, it may exceed or be less than the offered amount on the Bid.
- 8.6.1 National Department of Public Works & Infrastructure cannot be held accountable should the total pay-out at the end of the term contract be less than the form of offer of acceptance.
- 8.6.2 The text of this BID document and other documents as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder shall be accepted.
- 8.7 The department reserves the right to call the bidder to rectify and balance the rates on the bill if there is calculation errors found.  
All items to be priced in the price Bill and to be of a competitive price.

## **9. VEHICLES AND TRANSPORT COSTS**

- 9.1 The type of vehicles required for this service is not specific.
- 9.2 Transport cost will be calculated from the district's city hall (in the core town) to the site specified (80km radius). Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.

- 9.3 The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the service, therefore no claims for delivery cost or transport cost to collect material or equipment shall be accepted.
- 9.4 **Prescribed rate per kilometer:** The rate per kilometer is fixed for the duration of the contract. As per the priced rate by the service provider

## 10 ACCESS TO PREMISES

The Bidder undertakes to:

Bidder must ensure personnel entering at the entrance gates of facilities or buildings, must adhere to all security protocol.  
Signing of security register at the gate or building.

- 10.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.
- 10.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- 10.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his/her conduct and/or the conduct of his/her employees.
- 10.4 Safeguard all his/ hers employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- 10.5 Carry out the service during normal working hours and emergency service during weekend and public holidays when required.

## 11. ACCESS CARDS TO SECURITY AREAS

- 11.1 The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, Correctional Services, S.A. Police Service, Prestige or Ministerial complexes etc.

*Only RSA identity documents will be accepted on site.*

## 12. SECURITY CHECK ON PERSONNEL

- 12.1 The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the S.A. Police Service may require the Bidder to have his/ her personnel or a certain number of them security classified.
- 12.2 In the event of either the Department, the Chief of S.A. National Defence Force or the Commissioner of the S.A. Police Service requesting the removal of a person or persons from the site for security reasons, the Bidder shall do so forthwith and the Bidder shall thereafter

ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

**13. DRESS CODE**

The following dress code must be adhered to at all times by all workers:

- 13.1 Workers must have a COMPANY WORK SUIT with the company logo on it.
- 13.2 Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- 13.3 The dress code must adhere to the OHS ACT in terms of protection for all workers for this particular service.
- 13.4 Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

**14. MATERIAL OF EQUAL QUALITY**

- 14.1 The material used shall be of equal specification and shall match the existing item that is being replaced.
- 14.2 The Bidder shall submit to the Department any suppliers or factory guarantee of item/material or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way.

**15. REDUNDANT MATERIAL, WASTE**

All waste shall be removed from the site by the Bidder and the site shall be kept in a clean and neat condition.

**16. FRAUDULENT CONDUCT**

Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit and/or intentional poor quality of work and submitting of inflated, false or incorrect invoices, and any references listed in the National Treasury Regulations.

**17. EXECUTION OF SERVICES**

- 17.1 If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor.

**17.2 RESPONSE TIME:**

**The Contractor shall commence work within 24 hours after receipt of an instruction.**

## **18. MANAGEMENT AND EXECUTION OF WORK**

- 18.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- 18.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
- 18.3 Accept liability and indemnifies the Department against any claims whatsoever arising from his/her conduct and/or the conduct of his/her employees.
- 18.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- 18.5 Perform service during normal working hours and overtime will only be approved as permitted by the Department Representative.
- 18.6 Make suitable arrangements regarding the signing of job cards with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise and NO invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register to be found with the User Department on site.
- 18.7 This service shall be executed by competent personnel in the most timesaving and effective manner possible. The Contractor shall at all times have adequate resources available to perform all functions required of him/ her. Resources shall include labour, specialist expertise, tools, equipment, and consumable material.

## **19. FORCE MAJEURE**

"Force Majeure" shall mean any circumstances not within the reasonable control of either party, including but not limited to Acts of God, inclement weather, flood, lightning, fire, industrial action, lockouts, highways authorities, or other competent authority, act of terrorism, war, military operations or riot. If the bidder is hindered or prevented from performing his/ her obligations under the contract by Force Majeure, such party shall not be liable for failure to perform such obligations, provided that:

The bidder shall immediately give written notice to the National Department of Public Works & Infrastructure Regional Manager/ Regional Facilities manager of the reason for the fault or delay and a plan to recover for lost time in order to perform the required service as soon as is practicable.

Upon cessation of the event of Force Majeure, the bidder shall notify the Department of the cessation and recommences its contractual obligations as soon as practicable.

If as a result of Force Majeure the performance by the bidder of his obligations under the contract is only partially affected, the bidder shall nevertheless remain liable for the performance of those obligations not affected by Force Majeure.

## **20. OFFICIAL INSTRUCTION FOR SERVICE**

- 20.1 An official instruction for each service shall be issued to the Bidder. *The Bidder may not accept any instruction from the User Department and/or its employer, or enter into any negotiations with the User Department in regard to any work to be done.*
- 20.2 Instructions for service may only be issued to Bidders by officials of this Department. For each service the complaint number issued for that specific job as well as details regarding the defects shall be given to the Bidder in writing. If the Bidder has facsimile facilities, the instruction will be emailed to him/her. The Bidder shall not proceed with any work without an DPWI official instruction.
- 20.3 No payments shall be made for work executed without the necessary written authority.
- 20.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.
- 20.5 *The contractor may not proceed with any new service unless all invoices pertaining to prior work done to, or in respect of, the same facility/installation/material have been duly submitted to the Department for payment.*

## **21. EMERGENCY SERVICE**

- 21.1 For purposes of this Bid document emergency services shall mean work which, in the opinion of the Department, must be carried out without any undue delay, notwithstanding that it may have to be done during normal working hours, Saturday, Sunday and Public Holidays, within time frames as above.
- 21.2 Emergency service after hours may be executed with only receipt of an official complaint (ID/CPT) number and only on the telephonic instruction of the Control Works Manager of this Department.
- 21.3 The Bidder shall however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that he obtains the official instruction from the Department on the following working day. No payment will be made without a complaint number, official instruction and duly completed and signed job card.
- 21.4 **The Work Completion Certificate:**  
The Work Completion Certificate (a copy is attached to this document) shall be completed on site immediately after work has been completed and the client is satisfied. Work Completion Certificates shall be submitted to the respective Works Managers on a weekly basis.  
**An invoice will not be processed if no Works Completion Certificate has been submitted.**

## **22. JOB CARDS ( FORMS) FOR SERVICE**

- 22.1 The Bidder must provide his/her own supply of Job Cards in accordance with the example included herein.
- 22.2 Job Cards shall be completed in all respects for each and every service rendered.
- 22.3 The Job Card must be completed legibly in black ink after completion of each service.

All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all un-used portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.

- 22.4 Only the technician who executed the service work may sign the job card and submit it to the User Department for signature.
- 22.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.
- 22.6 Failure to comply with the above could delay payment.
- 22.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card.  
(No job card will be accepted should the above not be completed)
- 22.8 No Photocopied Job Cards will be accepted under any circumstances with invoicing.
- 22.9 Having blank or incomplete Job cards signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract
- 22.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.
- 22.11 **NOTE:** All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.

### **23. SUBMISSION OF SUPPLIER'S INVOICES (NON SCHEDULED SERVICE)**

- 23.1 Bidders shall submit a certified copy of the supplier's tax invoice (SAPS certified), attached to their accounts in respect of non-scheduled items purchased for such repairs.
- 24.4 The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the Department;
  - 24.4.1 Must be on a Company Letter Head;
  - 24.4.2 The words 'tax invoice' in a prominent place;
  - 24.4.3 The name, address and registration number of the supplier;
  - 24.4.4 The name and address of the recipient;
  - 24.4.5 An individual serialized invoice number and the date upon which the tax invoice is issued;
  - 24.4.6 Description of the goods or services supplied;
  - 24.4.7 The quantity or volume of the goods or services supplied;
  - 24.4.8 Either-
    - i) The value of the supply, the amount of tax charged and the consideration for the supply; or
    - ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

## NOTE

- 24.5 Prices must be clear with no corrections; no tippex must be used on any documentation.
- 24.6 The supplier's address and contact details must be clear and current (contactable)
- 24.7 The items listed on the supplier's invoice must be related to the service in question and correlate with items claimed for on job card.
- 24.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.
- 24.9 The Department has the right to scrutinize all supplier's invoices. Prices for items supplied and services rendered shall be market related.

## 25. INVOICES FROM BIDDER

- 25.1 Invoices for services rendered, must be accompanied by Job Cards, official instruction and supplier's invoices for non-scheduled items claimed for. The price for each item on the job card shall be cross referenced with the applicable price for similar items in the original tender document by means of the page and item numbers e.g. 2/26 (page 2, item 26)
- 25.2 The following information is required on the layout of an invoice:
  - 25.2.1 Invoice must be on company's letterhead;
  - 25.2.2 Invoice must be addressed to NDPWI;
  - 25.2.3 Invoice must have invoice date and number; and signed.
  - 25.2.4 If charge for VAT, invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice;
  - 25.2.5 Invoice must indicate,(address) where service was rendered;
  - 25.2.6 CPT/ ID reference and order numbers must appear on invoice;
  - 25.2.7 Full description of work been carried out;
  - 25.2.8 The name and email address of the respective Works Manager handling the specific service.
- 25.3 Services to equipment:
  - 25.3.1 Services can be cancelled at the Department's discretion.
  - 25.3.2 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.
  - 25.3.3 Services completed without call centre complaint will not be paid by the Department
  - 25.3.4 The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without NDPWI Official.

## 26. PAYMENT TO CONTRACTORS

- 26.1 Invoices can be submitted weekly or monthly, but it is requested from the Bidders to submit invoices frequently not later than 7 days after completion of a job.

- 26.2 Should the late submitting of invoices frequently occur without valid reason the Department will have the right to terminate the contract.
- 26.3 Bidders are also urged to submit all outstanding invoices within three (3) months after completion of this contract.
- 26.4 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.
- 26.5 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.
- 26.6. NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.
- 26.7 The successful bidder's administration must be in order.  
This implies that if the successful bidder has the outstanding invoices  
Failure to do so may lead to not being awarded a contract
- 26.8 The Contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT, or other moneys required to be paid in terms of any applicable fiscal provision

## 27. HOURS OF WORK

The Bidder shall undertake to carry out the service during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department.

## 28. SUBMISSION OF PROGRESS REPORTS

The Bidder shall be required to provide the Department with a progress report on a weekly basis of all services that are in progress and of those completed. The progress report shall include the status of each job i.e. "completed" or in "progress" as well the completion date or expected completion date and reasons for delay. The progress report can either be submitted individually to each respective Works Manager or as one report with a breakdown highlighting each Works Manager's work. The progress reports must be submitted every Friday or the preceding day if it falls on a public holiday. Job Cards for completed work should also be scanned and emailed to the respective works managers on a weekly basis. The progress report shall be submitted in the format as indicated below:

| CPT / ID<br>NUMBER | CURRENT<br>STATUS (IN<br>PROGRESS<br>OR<br>COMPLETED) | DATE COMPLETED OR<br>ESTIMATED<br>COMPLETION DATE | INVOICE<br>AMOUNT OR<br>ESTIMATED<br>AMOUNT | COMMENTS |
|--------------------|---|---|---|----------|
|                    |   |   |   |          |
|                    |   |   |   |          |



**29. DISCLAIMER/EXIT CLAUSE**

- 29.1** SHOULD THE APPOINTED CONTRACTOR NOT PERFORM OR DEFAULTS ON SERVICE DELIVERY WITHIN THE FIRST THREE MONTHS THE DEPARTMENT RESERVES THE RIGHT TO TERMINATE THE CONTRACT.

**30. CALL CENTER**

The Department has a call centre in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in respect of the times frames to react to the required service delivery. The successful Bidder shall comply with these times frames and report close calls (service completed) on a weekly basis as above.

Inquiries can be directed as follows:

**Bid Enquiries:**

Ms. W. Zikishe  
Tel: (021) 402 2242  
Wandiswa.Zikishe@dpw.gov.za

**Specification Enquiries:**

Project Manager: N. Kilani  
Tel: (021) 402-2133  
Cell: 076 413 1824  
Nontembiso.Kilani@dpw.gov.za

**31. DISCLAIMER**

Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of any and all aspects of the bid. The Department will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.

**IMPORTANT NOTICE**

THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE

**END OF THE SPECIAL CONDITIONS OF CONTRACT.**

## **SCHEDULE - 1 (ONE)**

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

**BIDDERS MUST QUOTE THEIR ITEMS TAKING INTO ACCOUNT THAT THEIR OFFERS (UNIT RATE AND TOTAL) MUST INCLUDE MATERIAL, LABOUR AND TRANSPORT RELATED COSTS).**

**DESCRIPTION OF WORK: Fumigation of Pest**

| <b>BUILDING</b>               | <b>PART OF BUILDING TO BE TREATED</b> | <b>NUMBER OF TREATMENTS REQUIRED ON REQUEST ONLY</b> | <b>RATE PER TREATMENT</b> | <b>TOTAL COST</b>           |
|-------------------------------|---------------------------------------|--|---------------------------|-----------------------------|
| Cape Town: Customs House      | Complete Building                     | 12   |                           |                             |
|                               |                                       |  |                           |                             |
| <b>Products/ Chemicals</b>    |                                       | <b>Quantity</b>                                      | <b>Unit Price</b>         | <b>Total price per unit</b> |
| Max –Force ( Gel –Tube )      |                                       | 100 unit   |                           |                             |
| Goliath ( Gel –Tube)          |                                       | 100 unit   |                           |                             |
| Nu – Pro ( Aerosol – Fogger ) |                                       | 1 Box<br>(24 Units)                                  |                           |                             |
| Altra Kill PCO Flushing Agent |                                       | 100 unit   |                           |                             |
| Alphathrin ( Per/ Litre)      |                                       | 2000 lt  |                           |                             |
| Tempo SC ( Per/ Litre)        |                                       | 2000 lt  |                           |                             |
| Responsar EW ( Per/ Litre)    |                                       | 2000 lt  |                           |                             |
| <b>SUB TOTAL 01</b>           |                                       |  |                           | <b>R</b>                    |

### **Bidder to take note of the following:**

- In this schedule, treatment will be on the following:  
Complete complex: Will mean all buildings, roads, etc. within the boundaries, fences or premises.
- Entire buildings: will mean all rooms, offices, stores, ceilings, basements, lifts shafts, motor rooms and stairs. This treatment will allow for the use of spray, gas, gel and powder on all offices equipment, electrical and electronics, appliances, filing cabinets, etc.
- Bidders must quote their items taking into account that their offers (Unit Rate and Total) must include Material, Labour and Transport related costs).

## **SCHEDULE – 2 (TWO)**

### **DESCRIPTION OF WORK – TREATMENT OF RODENTS**

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

**BIDDERS MUST QUOTE THEIR ITEMS TAKING INTO ACCOUNT THAT THEIR OFFERS (UNIT RATE AND TOTAL) MUST INCLUDE MATERIAL, LABOUR AND TRANSPORT RELATED COSTS).**

| TYPE OF TREATMENT   |   | QUANTITY | RATE PER UNIT | TOTAL    |
|---------------------|---|----------|---------------|----------|
| 1.1                 | Tamper Proof Station (Rodent Control) installed with Bait   | 50 000   |               |          |
| 1.2.                | Standard Box (Rodent Control) installed with bait   | 20 000   |               |          |
| 1.3.                | Intermediate Replenish of all stations and boxes with Bait and removal of dead rodents at each visit (5 x visits) | 50 000   |               |          |
| 1.4.                | Final treatment removal of dead rodents and Standard Boxes at fifth treatment /visit                              | 20 000   |               |          |
| 1.5.                | <b>Mark up for Non Schedule material/ item (Maximum of 20%)</b>   | ____%    | R 20 000      |          |
| <b>SUB TOTAL 02</b> |   |          |               | <b>R</b> |

**Bidder to take note of the following:**

- **Bidders must quote their items taking into account that their offers (Unit Rate and Total) must include Material, Labour and Transport related costs).**
- The work in this schedule will only be for treatment of Rodents executed upon instruction by the Department of Public Works and Infrastructure.
- This work will not necessarily be done at the same time as treatment in Schedule -1, therefore the contractor must allow in his rate for labor, transport and other costs.
- The contractor must also allow in his rates (rodent control) for the removal of dead rats and mice from buildings and roof spaces.
- The (rat/mice) box as described in the schedule rates, must comply to the standards set out by the Local Authority, Health and Safety Act no 85 of 1993 or any other State Act, Act 38/1947 and filled with rodent bait as specified.
- This treatment will be on all Gov. Buildings except Devolved police stations.
- Rates will be based on quantities used.
- Once the Tamper Proof Stations have been installed they become the property of the Public Works and Infrastructure and cannot be removed
- Allow mark-up rate for non-schedule item (on total amount).
- Note that the final price will be based on quantities of station boxes required on site and must in conjunction to entries on the JOB CARDS signed by the Client Department confirming the treatment.

**PRICING SCHEDULE: SUMMARY PAGE**

|  |                     |            |          |
|--|---------------------|------------|----------|
| <b>SUMMARY</b>                                     |                     |            |          |
| <b>SCHEDULE 1:</b>                                 | <b>SUB TOTAL 1.</b> |            | <b>R</b> |
| <b>SCHEDULE 2:</b>                                 | <b>SUB TOTAL 2.</b> |            | <b>R</b> |
| <b>TOTAL</b>                                       |                     |            | <b>R</b> |
| <b>VAT ( if Registered)</b>                        |                     | <b>15%</b> | <b>R</b> |
| <b>GRAND TOTAL (Must be carried over to PA 32)</b> |                     |            | <b>R</b> |

**Grand total to be carried over to PA-32 ( Offer and Acceptance form) in document failing to do so will deemed to be a non-responsive bid.**

**TAKE NOTE that once rates are calculated and found that calculation error has been made whatsoever the Department will not give you the opportunity to rectify this error and will disqualify the Bid (Schedule 1 or 2 Non-Schedule)**

- 1.This document must be completed in full, each page initialed, the last page signed and the completed document returned by the closing date.
- 2.All items reflected in the schedule will automatically be omitted on acceptance of the tender and shall be added back by the issuing of official complaint No's as required and at the discretion of the department.

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

## **1 INTRODUCTION AND BACKGROUND:**

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

## **2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION:**

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

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

**3 ANNEXURE - A**

Task completion form

**4 ANNEXURE - B**

Other requirements must be reported to DPW

**5 ANNEXURE - C**

Requirements to be reported on

## **1 INTRODUCTION AND BACKGROUND:**

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

The Hazardous Chemical Substances (HCS) Regulations in the Occupational Health and Safety Act and regulations 85 of 1993 place the onus on the Client to prepare a health and safety specification for all pesticide work.

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

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and Hazardous Chemical Substances (HCS) Regulations in order to reduce incidents and injuries.

This specification shall act as the basis for the drafting of the construction phase health and safety plan.

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

This specification forms an integral part of the contract and the Contractor is required to use it at pre-tender phase when drawing up its Year Tender/maintenance/service contract health and safety plan.

Where applicable the Principal Contractor shall forward a copy of this specification to all Contractors at their bidding stage so that they can in turn prepare health and safety plans relating to their operations.

## **2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION:**

### **2.1 Scope**

The specification covers the requirements for eliminating incidents and injuries as far as reasonably possible.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project.

The specification also makes provision for the protection of those persons other than employees.

### **2.2 INTERPRETATIONS:**



### 2.2.1 **Application**

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

### 2.2.2 **Definitions**

The definitions as listed in the Occupational Health and Safety Act 85 / 1993 and Hazardous Chemical Substances (HCS) Regulation shall apply.

## 2.3 **GENERAL ADMINISTRATIVE REQUIREMENTS:**

### 2.3.1 **Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)** **(Registration with Workmen's Compensation)**

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

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

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

### 2.3.3 **Health and Safety Training (as per Health and Safety Act no 85 of 1993)**

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

### 2.3.4 **General Record Keeping**

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

### **2.3.5 Emergency Procedures**

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

### **2.3.6 First Aid Box and First Aid Equipment**

A fully stocked first aid box must be available on each of the maintenance vehicles whenever work is being carried out.

The stock shall be risk-specific and have at least the minimum contents as per the legal requirements (General Safety Regulations, OHS Act 85 /1993).

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

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

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

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

The Contractor shall ensure that all workers are issued and wear relevant PPE (As per OHS Act 85/1993).

The Contractor shall make provision and keep adequate quantities of SABS approved PPE on site at all times.

Task-specific PPE shall be identified during the risk assessment. See attached "initial hazard identification and risk assessment" (Annexure C) for minimum requirements.

## **2.4 REQUIREMENTS:**

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

Any hazardous chemical substances not able to be substituted must be safely transported.

All workers must be inducted into the hazards, the consequences and control measures required to protect themselves against exposure.

A list of these substances must be included in the health and safety file and updated as the site progresses.

Material safety data sheets (MSDS) must be included by the supplier, however, it remains the Principal Contractor's responsibility to ensure that these MSDS's are available and in the file.

All containers shall be clearly labelled, including dangers, control measures and emergency procedures.

No Hazardous chemicals substances, empty containers, may be left or disposed of on the Departments sites. (As per OHS act 85/1993)

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

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

#### **2.4.3 Ladders and Ladder Work (As per general safety regulation)**

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

#### **2.4.4 Portable Electrical Tools (As per electrical tool act)**

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

### **2.5 Occupational Health and Environmental Management.**

#### **2.5.1 Occupational Hygiene (as per Health and Safety Act no 85 of 1993 under HCS)**

Exposure of workers to occupational health hazards and risks are very common in any work environment

Occupational exposure is a major problem and all Contractors are to ensure that proper health and hygiene measure are put in place to prevent exposure to these hazards and risks.

Prevent inhalation the dust / smoke, ingestion, absorption, and noise induction. (As per Pollution act and Disposal Act)

## **2.6 Intoxication (General Safety Regulations)**

- (1) Subject to the provisions of subregulation (3), an employer or a user, as the case may be, shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.
- (2) Subject to the provisions of subregulation (3) no person at a workplace shall be under the influence of or have in his or her possession or partake - of or offer any other person intoxication liquor or alcohol or drugs.
- (3) An employer or a user, as the case may be, shall, in case where a person is taking medicines, only allow such person to perform duties at the workplace if the side effects of such medicine do not constitute a threat to the health or safety of person concerned or other persons at such workplace.

### 36 MONTH TERM CONTRACT: FOR PEST CONTROL

## **ANNEXURE - B**

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

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

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

**36 MONTH TERM CONTRACT: FOR PEST CONTROL****ANNEXURE - C**

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

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

## 36 MONTH TERM CONTRACT: FOR PEST CONTROL

### ANNEXURE - C

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

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

# DETAILS OF AREA

## Western Cape Region Areas to be Serviced

**Definition of Core Areas Applicable to this Contract and the bidder must have offices in each district listed below.**

### CAPE TOWN METROPOLE DISTRICT

**BORDERED BY AND INCLUDING:**

**Cape Town Central: Core town**

**Cape Town Central:** Mouille Point; Sea Point; Camps Bay; Scarborough; Kommetjie; Simons Town; Fish Hoek; St James; Muizenburg; Retreat; Zeekoevlei; Mitchell Plain; Wynberg; Wetton; Athlone; Mowbray; Hanover Park; Paarden Island; Salt River; Woodstock; Ndebeni; Hout Bay

**Bellville:** Millerton; Maitland; Tabelview; Melkbos Strand; Durbanville; Bothasig; Welgelegen; Stikland; Eerst River; Faure; Parow; Goodwood; Elsie's River; Borchards Quarry; Langa; Pinelands; Khayelitsha; Kuils River; Mucasar

### WEST COAST DISTRICT

**BORDERED BY AND INCLUDING:**

**Vredenburg: Core town**

**Vredenburg:** Saldanha Bay; Veldrif; Langebaan; Langebaan Road; Yzerfontein; Donker Gat Defence;  
**Outside the main core area:**  
Laaiplek; Vredendal; Van Rhynsdorp; Lamberts bay; Clan William; Citrusdal; Elands Bay  
Hopfield; Pieketberg Lutz Ville; Klawer; Aurora; Atlantis; Mamre; Porterville

### CAPE WINELANDS DISTRICT

**BORDERED BY AND INCLUDING:**

**Paarl: Core town**

**Paarl:** Wellington; Hermon; Riebeek Wes; Riebeek Kasteel; Malmesbury, Stellenbosch; Somerset West; Gordon's Bay; Strand; Drakenstein areas; Paardeberg:

**BORDERED BY AND INCLUDING:**

**Worcester: Core town**

**WORCESTER:** Montagu; Bonnievale; Robertson; De Doorns; Ceres; Wolseley; Ashton; Rawsonville;  
**Outside the main core area:**  
Touwsrivier; Tulbagh

### OVERBERG DISTRICT

**BORDERED BY AND INCLUDING:**

**Caledon: Core town**

**Caledon:** Grabouw; Riversonderend; Swellendam; Buffeljagsriver; Bredasdorp; Hermanus  
Barrydale; Kleinmond; Gansbaai; Stanford; Napier; Genadendal; Greyton; Villiersdorp; Heidelberg; Botriver

### CENTRAL KAROO DISTRICT

**BORDERED BY AND INCLUDING & KLEIN KAROO:** **Prins Albert: Core town**

**Outside the main core area:**

Beaufort West; Murraysburg; Laingsburg; Merweville; Leeu Gamka;

### EDEN DISTRICT

**BORDERED BY AND INCLUDING SOUTHERN CAPE**

**Oudtshoorn: Core town**

Ladismith; Calitzdorp; Dysseldorp; De Rust; Dysseldorp; George; Mosselbay; Sedgefield; Knysna; Plettenberg Bay; Stilbaai; Albertinia; van Wyksdorp; Riversdale; Uniondale; Herbertsdale;



# JOB CARD: SCHEDULE-1 (ONE)

COMPLAINT No. \_\_\_\_\_ Bid No. \_\_\_\_\_ ORDER No. \_\_\_\_\_  
BUILDING \_\_\_\_\_ DEPARTMENT \_\_\_\_\_  
COMPLAINT \_\_\_\_\_  
REPORTED BY NAME \_\_\_\_\_ TEL. No. \_\_\_\_\_ DATE \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_ AREA \_\_\_\_\_ TIME OF TREATMENT \_\_\_\_\_

## WORK EXECUTED

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

| AREAS TO BE TREATED | TREATMENT No. | PAGE & SCHEDULE No. | TOTAL |  |
|---------------------|---------------|---------------------|-------|--|
|                     |               |                     |       |  |
|                     |               |                     |       |  |
|                     |               |                     |       |  |
|                     |               |                     |       |  |
| SUB TOTAL           |               |                     |       |  |
| 14% VAT             |               |                     |       |  |
| TOTAL               |               |                     |       |  |

## RECOMMENDATION FOR HOUSEKEEPING AND STACKING

## TO BE COMPLETED BY THE SERVICEMAN

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

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

PESTICIDES USED AND REGISTRATION NO. UNDER ACT 36/1947

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

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

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

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

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

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

IB: RETAIN COPY FOR AUDIT PURPOSES.

FOR DEPARTMENTAL USE ONLY

OFFICE STAMP  
&  
DATE

| STATE | HIRED | INSPECTED | YES | NO | SIGNATURE: _____ | RANK: _____ | DATE: _____ |
|-------|-------|-----------|-----|----|------------------|-------------|-------------|
|       |       |           |     |    |                  |             |             |

# JOB CARD: SCHEDULE – 2 (TWO)

COMPLAINT No. \_\_\_\_\_ BidNo. \_\_\_\_\_ ORDER No. \_\_\_\_\_

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

COMPLAINT \_\_\_\_\_

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

CONTRACTOR \_\_\_\_\_ AREA \_\_\_\_\_

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

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

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

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

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

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

OFFICE STAMP  
&  
DATE

|       |       |           |     |    |                  |             |             |
|-------|-------|-----------|-----|----|------------------|-------------|-------------|
| STATE | HIRED | INSPECTED | YES | NO | SIGNATURE: _____ | RANK: _____ | DATE: _____ |
|-------|-------|-----------|-----|----|------------------|-------------|-------------|