



**agriculture  
& rural development**

Department:  
agriculture  
& rural development  
**PROVINCE OF KWAZULU-NATAL**

**KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL  
DEVELOPMENT**

**Quotation No: R/S/2021/62**

**Construction of cut-off Drains – Madungeni LandCare Project.**

**NAME OF BIDDER:** \_\_\_\_\_

<b>COMPULSORY SITE BRIEFING DETAILS</b>	
<b>DATE</b>	29 SEPTEMBER 2020
<b>MEETING VENUE</b>	IXOPO LOCAL OFFICE – NEXT TO CORRECTIONAL SERVICES
<b>DIRECTIONS</b>	THAMONEY NAIDOO: 082 413 2591
<b>MEETING TIME</b>	11:00

**1. PRE-QUALIFICATION CRITERIA**

**REQUIREMENT-CIDB Grading: NONE**

**Evaluation will be in terms of the 80/20 preference point system**

**For more information, please contact the following official:**

**For: Technical Enquiries:  
Thamoney Naidoo  
082 413 2591**

**For: Quotations/SCM enquiries:  
Mr Ntuthuko Hlengwa  
033 343 8367**

**CLOSING DATE: 09 OCTOBER 2020**

**TIME: 11:00 AM**



## agriculture & rural development

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**PROVINCE OF KWAZULU-NATAL**

### INVITATION OF QUOTATION UP TO R30 000.00

QUOTATION NUMBER: <b>R/N/2021/62</b>	VALIDITY PERIOD OF QUOTATION.....Days (To be completed by the Supplier)
CLOSING DATE: <b>09/10/2020</b>	CLOSING TIME: <b>11:00</b>
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: <b>CONSTRUCTION OF CUT-OFF DRAINS – MADUNGENI LANDCARE PROJECTS.</b>	COMPANY NAME: _____  Tel NO:- _____  FAX NO: _____  CONTACT PERSON: _____  CSD REGISTRATION NO. :MAAA _____ ( To be completed by the supplier)
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R .....
COMPANY OFFICIAL STAMP (COMPULSORY)	..... SIGNATURE OF BIDDER  ..... DATE
NUMBER OF PAGES FAXED BACK TO THE DEPARTMENT BY THE SUPPLIER	.....( Supplier to complete)

**NB:** TELEPHONE NO QUOTATION FOR THE ATTENTION TO: **Ntuthuko Hlengwa @ 033 343 8367**

EMAIL ADDRESS:

[Ntuthuko.Hlengwa@kzndard.gov.za](mailto:Ntuthuko.Hlengwa@kzndard.gov.za)

**NB:**

THE ATTACHED SBD4 & SBD9 FORMS MUST BE COMPLETED IN FULL FOR QUOTATIONS ABOVE **R10 000** ONLY.  
THIS QUOTATION COVER PAGE MUST BE COMPLETED AND RETURNED WITH ALL YOUR QUOTATION DOCUMENTS.

COMPANY NAME :  
 ADDRESS :  
 CONTACT PERSON :  
 CONTACT NUMBER :  
 FAX NUMBER :

**SITE BRIEFING IS COMPULSORY**

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQU IRED QUAN TITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1.	See attached detailed specification document for the purpose of quoting-pricing should be done on Page 13 of the specification document and total carried forward to this page.					
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
TOTAL						
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL PRICE						

\*VAT Registration No. (Supplier) .....

When Required (Requester) : 30 June 2020

Where Required (Requester): 1 Project site at Harry Gwala, LM Buhlebezwe – Madungeni Project

Contact details of requester: Thamoney Naidoo – 0824132591. For info on specification Mr Hamish Williamson – Engineer - 082 959 0402

COMPANY STAMP

PRICES ARE VALID FOR

Mark one Box (X)

30

60

90

DAYS

SIGNATURE .....

DATE .....



**agriculture  
& rural development**

Department:  
agriculture  
& rural development  
**PROVINCE OF KWAZULU-NATAL**

## **BID DOCUMENT**

**To appoint a service provider for the construction of cut – off drains to guide runoff water away from erosion gullies at the Madungeni Land Caare project in Harry Gwala District**

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## A | TERMS OF REFERENCE

### **The construction of V- shaped cut – off drains to guide runoff water away from erosion gullies and the shaping of the gully walls at the Madungeni Land Care project in Harry Gwala District**

#### **1. BACKGROUND**

There are a number of erosion gullies located in the project. These gullies are as a result of runoff rain water entering them and not being able to escape. The project is located South of Ixopo town at **S 30,312011° and E 30,054384°**. Distance from Ixopo town to the project via the Ixopo/Highflats road is about 25km.

#### **Conservation assessment**

The project has 2 erosion gullies formed from runoff rain water. The side walls of the gullies need to be shaped to a 1:1 slope and a series of V- shaped cut – off drains need to be constructed to divert runoff water away from them to a safe discharge point.

#### **2. SCOPE OF SERVICES**

- 2.1. Shaping the side walls of the gullies to a 1:1 side slope.
- 2.2. Construction of V – shaped cut – off drains surveyed by Department Engineer
- 2.3. Inspection of works by Department Engine
- 2.4. Preparation of payment certificates

Section E (Pricing Schedule with specifications) lists the works in detail and provides specifications for the work to comply with.

#### **3. SITE LOCATION**

- 3.1. The site is situated in the Buhlebeze municipal district and is about 25kms South of Ixopo town and is accessed via the Ixopo/Highflats road.
- 3.2. Site Coordinates **S 30,312011° and E 30,054384°**.

## B | SPECIAL CONDITIONS

### 1. BASIS OF QUANTITIES

- 1.1 The Scope of Works, Specifications and Bills of Quantities governing the works are as per Annexure B (Pricing Schedule), as well as the drawing listed under the Project Technical Specifications, form the basis of all work to be done.

### 2. COMPETENCY OF THE SERVICE PROVIDER

- 2.1. This quote is open for contractors with a Construction Industry Development Board (CIDB) data base grading of ( **No CIDB GRADING REQUIRED**). The contractor is to submit evidence of his/her OWN Active registration.

### 3. COMPULSORY SITE BRIEFING

- 3.1 A compulsory site-briefing meeting will be held with prospective Service Providers. Attendance at the meeting will be compulsory and non-attendance shall invalidate the quote. The date and time of the meeting will be published in the Bid Advertisement or, in the case of a quote, be communicated when the prospective service provider is invited to quote. The site briefing will take place in the week of ...2020.

### 4. INVOICES

- 4.1 All invoices submitted by the Contractor must be Tax Invoices indicating for what part of the scope of works payment is claimed.
- 4.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- 4.2.1. The name, address and registration number of the supplier;
  - 4.2.2. The name and address of the recipient;
  - 4.2.3. An individual serialized number and the date upon which the tax invoice is issued;
  - 4.2.4. A description of the goods or services supplied;
  - 4.2.5. The quantity or volume of the goods or services supplied;

### 5. IRREGULARITIES

- 5.1 Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

### 6. PAYMENT FOR SUPPLIES AND SERVICES

- 6.1 A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 6.2 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- 6.2.1 Contact must be made with the officer-in-charge of the District Office;
  - 6.2.2 If there is no response from the District Office, the Director: Finance must be contacted;
- 6.3 Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

## 7. PERIOD OF CONTRACT

- 7.1 The contract is ad hoc / once off. As for the completion period, see section 40.

## 8. QUALITY CONTROL/ TESTING OF PRODUCTS

- 8.1 The Department reserves the right to inspect and verify the quality and specifications of the supplied materials and equipment, as well as other items listed on the Bill of Quantities, **before** construction and/or installation. In case of deviations in terms of dimensions, strength, numbers or otherwise, the Contractor shall replace these goods for the correct ones at his/her own expense.
- 8.2 The same replacement obligation to the Contractor would apply during the entire construction period.
- 8.3 In the case of sustained or repeated non-adherence to the specifications of the materials and/or equipment, as well as in the case of general negligence during the implementation process, the contract may be cancelled. The Department will in such cases seek compensation from the contractor for the estimated costs for completion.
- 8.4 In cases of deliberate negligence or unwillingness to adhere to the Departmental specifications, the Service provider will be reported to the Provincial and/or National Treasury for listing on the Restricted section of the Central Suppliers database.

## 9. ORDER OF PRECEDENCE

- 9.1 This invitation to bid/quote is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the National Treasury Government Procurement General Conditions of Contract (July 2010). The Special Terms and Conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

## 10. SUPPLIERS DATABASE REGISTRATION

- 10.1 A service provider submitting an offer must be registered on the Central Suppliers Database at National Treasury. A potential service provider who has submitted a quote is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.
- 10.2 A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.  
**NB: If a service provider is found to be employed by the State and is on the Central Suppliers database, the service provider shall be disqualified.**

## 11. TAX AND DUTIES

- 11.1 During the quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

## 12. TAX COMPLIANCE PIN

- 12.1 The service provider must submit a valid Tax Compliance Pin with the bid. Service providers should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 12.2 Where a Tax Compliance Pin is not submitted with the quote, the Department shall use the Central Supplier Database to verify the tax matters of the service provider.

### **13. UNSATISFACTORY PERFORMANCE**

- 13.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 13.2. The Departmental official monitoring the implementation shall first warn the contractor verbally about his/her underperformance in terms of completion rate, quality of the work or quality or specifications of materials as part of a site instruction. After that, in the absence of sufficient improvements, the contractor shall be warned in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).
- 13.3. If the Contractor fails to commence the Works or to proceed with and complete the Works in compliance with the projected timeframes, the Head of Department or his/her representative shall take action in terms of its his/her delegated powers and adopt and exercise one of the following courses wholly or partly, viz: -
- 13.3.1. To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites,
  - 13.3.2. To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
  - 13.3.3. To Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.
- 13.4. In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.
- 13.5. When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

### **14. VALIDITY PERIOD OF QUOTE**

- 14.1 The validity (binding) period for the quote shall be **60 days** from the deadline for the submission of quotes. However, circumstances may arise whereby the Department needs to extend the validity period. Should this occur, the Department shall formally request those who submitted quotes service providers to extend the validity (binding) period under the same terms and conditions as originally offered for by service providers. This request shall be done before the expiry of the original validity (binding) period.

### **15. VALUE ADDED TAX (VAT)**

- 15.1 Quotes must be inclusive of 15% VAT.
- 15.2 Service providers who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Service providers who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 15.3 For the purpose of calculating preference points, VAT shall not be considered during the quotation process.

### **16. SERVICE LEVEL AGREEMENT**



16.1 The successful Service provider and the Department will sign a Service Level Agreement prior to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of the award of the contract.

16.2 The Special Terms and Conditions (STC), the Standard Technical Specifications (STS), the Bill of Quantities and Specifications as contained in the Pricing schedules, together with the Drawings, are deemed to form part of the SLA.

#### **17. COMMENCEMENT OF THE WORK**

17.1. Site establishment must start within ONE week, and the actual works within TWO weeks after hand-over of the site, provided that;

17.1.1. An official order has been issued;

17.1.2. The contractor is in possession of all relevant documentation required for works execution;

17.1.3. No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.

17.2. In case work has not commenced within two (2) weeks of the site hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract .

#### **18. HANDOVER OF SITE TO CONTRACTOR**

18.1. The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants.

18.2. The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects.

18.3. The Contractor will control the site for the contract duration. Only the Contractor's own employees, Contractor's local labour and Departmental Representatives will be allowed on site.

18.4. The Contractor is responsible in the administration, control and security on the site at all times during the contract duration.

#### **19. WATER AND POWER**

19.1. The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be made for the provision or use of these services and the cost of these shall be included in the Bid/quoted amount.

#### **20. LOCATION OF CAMP**

20.1. The Contractor's must make arrangements with the project participants for the storage of plant.  
20.2.

#### **21. HOUSING OF CONTRACTOR'S EMPLOYEES**

21.1. The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site.

21.2. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

#### **22. LABOUR SOURCE & CAPACITY**

- 22.1. The Contractor will be required to satisfy the Department that a sufficient and experienced labor force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.
- 22.2. The contractor is encouraged to source unskilled labour from the area . The Contractor and the Departmental representative (Engineer or local Agricultural adviser) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.
- 22.3. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

### **23. SECURITY & RISK**

- 23.1. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.
- 23.2. The Contractor shall also be responsible for safeguarding all plants, machinery, equipment and materials on site. The Engineer shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

### **24. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY**

- 24.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.
- 24.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.
- 24.3. The Contractor shall remain fully responsible for all material and plant etc. until the completed works are handed over and have been officially accepted by the Department.

### **25. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.**

- 25.1. The Contractor is advised that he will be held responsible for any damage to the existing paving, roads, municipal pavements, fences, boundary walls, etc., and will have to repair such damage at his expense.

### **26. DAMAGE TO PROPERTY**

- 26.1. If the Contractor or his/her employees, while engaged in the execution of the contract, shall break, deface, injure, destroy or allow to fall into disrepair any part of the Works or property belonging to the Department, or any private property including: buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department on which he or they may be employed, the Contractor will be required to repair, in a perfect and workmanlike manner, at own expense all damage to the approval of the Department. The Completion Certificate will not be issued until the Department is satisfied that all necessary remedial work has been satisfactorily completed
- 26.2. The Contractor shall take every precaution against damage or nuisance being caused by dust , both to the properties of the Employer and all surrounding properties and shall indemnify the Employer against any claim that might arise there from.

### **27. UNDERGROUND CABLES AND PIPES**

- 27.1. If such services are discovered, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.
- 27.2. Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor.

- 27.3. The cost of making good such damage will be met by the Contractor as this must be covered by the Contractor's works insurance.

## **28. DAILY RAINFALL RECORDS**

- 28.1. Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, the Engineer is under no obligation to grant extension of the completion period for inclement weather.

## **29. INSPECTION OF WORK**

- 29.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.
- 29.2. The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

## **30. NOTICE OF COVERING WORK**

- 30.1. The Contractor shall give due notice to the engineer whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.
- 30.2. If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineer.

## **31. SUB-CONTRACTED WORK**

- 31.1. The contractor shall not sub-contract the entire contract
- 31.2. Sub-contracting shall not relieve the contractor from any liability or obligation under the contract and his/her shall be liable for the acts, defaults and neglects of any sub-contractor, his/her agent or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.

## **32. INSURANCE**

- 32.1. All accepted approved contractors would be required to provide the following insurances for the project awarded to them:
- 32.1.1. Insurance against damage, destruction or loss to 50% of the value of the contract.
  - 32.1.2. Public Liability insurance.
  - 32.1.3. All risks (works) policy and Political.

## **33. PROTECTION OF THE PUBLIC**

- 33.1. The Contractor shall be responsible for the protection of the public in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993). The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

## **34. INJURY TO PERSONS**

- 34.1. The Contractor shall be liable for and shall indemnify the department in respect of any liability, loss, claim or proceedings whatsoever, whether arising in Common Law or by Statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works.

## **35. DISAGREEMENTS**

- 35.1. Notice of disagreement. The Contractor has the right by written notice to the Engineer to require him to consider any disagreement which he raises with the Engineer provided the said written notice shall be given within 14 days after the cause of disagreement has arisen.
- 35.2. Ruling on disagreements. The Engineer shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so. The Engineer shall provide such a ruling with as little delay as possible. During the response time the Contractor shall not alter the status of the works under contention.

### **36. FIXED PRICE CONTRACT**

- 36.1. The contract shall **not** be subject to contract price adjustment.

### **37. PRICING - COMPLETENESS OF BID**

- 37.1. Service providers are required to submit quotes for all services, works and materials as specified in the pricing schedule. This includes those additional items that are not listed in the original pricing schedule but may be pointed out as required at the bid briefing. If he/she does not bid on all items, his/her bid will be rejected.
- 37.2. All quoted prices for separate items are to be in South African currency and must **exclude** VAT.
- 37.3. All items as described in the project specification are to be priced in full.
- 37.4. Transport/Delivery costs must be included in the pricing if the Pricing Schedule does not list them separately.
- 37.5. VAT must be filled in as the Sub total followed by the complete price for the entire project.
- 37.6. The quote page must be signed by a person legally authorized to do so.

### **38. QUANTITIES OF WORK**

- 38.1. The Contractor shall receive payment only for the works actually executed and approved by the Engineer.

### **39. PROGRESS PAYMENTS**

- 39.1. Payment shall only be made for claims that are commensurate with the works actually executed and complete.
- 39.2. Payment will only be made against the construction progress as pertaining to **built /installed** items. Movable items and materials on site are generally excluded from progress payments until they have been fully installed or fitted or built up.
- 39.3. If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.
- 39.4. The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.
- 39.5. The contractor shall be paid in up to a maximum of **Two (2) part payments**. The Contractor is strongly advised to request two payments when being notified by SCM of him/her being awarded the contract.
- 39.6. Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (41).
- 39.7. The penultimate payment occurs after practical works completion. The final payment will be made after expiry of the 6 months guarantee/liability period.

### **40. COMPLETION OF THE WORKS**

40.1. Work completion will be established over three stages, in line with the JBCC.

40.1.1. Practical completion

This is defined as the stage when the works are found to be substantially complete and can be used for the purposes intended. This assessment will be solely made by the Engineer. When the Contractor thinks he has completed the works, an inspection will be made by the Engineer who will draw up a list of patent defects, commonly known as a "snag list", if any. *Patent defects* are defects that are visible or discoverable upon an ordinary and proper inspection.

57.1.2. Works completion

This stage will be reached after the Contractor has, to the sole assessment of the Engineer, fixed all defects listed on the snag list. It is at works completion that the Contractor will be paid out 50% of his/her retention money.

57.1.3. Final completion

Final Completion occurs 6 months after Works completion, after expiry of the liability period.

#### 41. RETENTION

41.1. A 10% retention will be withheld on payment for duration of the construction.

41.2. The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at **practical completion** of the works. The remainder, viz 5%, will be paid out at **final completion** after expiry of the defect liability period 6 months after practical completion), the service provider having eliminated all defects.

41.3. In some instances, the Engineer may decide to shorten this period order to allow all payments to be completed within the financial year. However, this is not a given and the Contractor will be notified during the course of the construction if such would be the case.

#### 42. DEFECT LIABILITY PERIOD

42.1. The defect liability period is 6 calendar months calculated from the date of Practical Completion.

42.2. The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

#### 43. CONTINGENCIES

43.1. An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract and must be approved by the Engineer before the expenditure is incurred. Such approval must be in line with SCM Delegations.

#### 44. PERIOD OF COMPLETION & RATE OF PROGRESS

44.1. The project has to reach practical completion within one (1) weeks of award of the contract (7calendar days).

44.2. If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.

44.3. The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause.

44.4. The date of completion will be extended only to the extent approved by the Department.

44.5. Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.

44.6. When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

#### **45. PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION**

45.1. If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance.

45.2. If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.

45.3. The department will deduct a penalty for late completion of up to **0.05% of the contract value per working day delay**. This will be deducted from the retention.

## C | STANDARD TECHNICAL SPECIFICATIONS

### 1. PRELIMINARIES & GENERAL

The contractor is to note that all insurances (UIF, workmen compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractor's responsibility and attention throughout the contract duration until handover of the project. This item also includes Occupational Health & Safety Act requirements. The Department reserves the right to stop progress of the works in case of non-compliance until these conditions are complied with.

## D | PROJECT TECHNICAL SPECIFICATIONS

1. The detailed **scope of works** is as follows:

#### 1.1 Site establishment

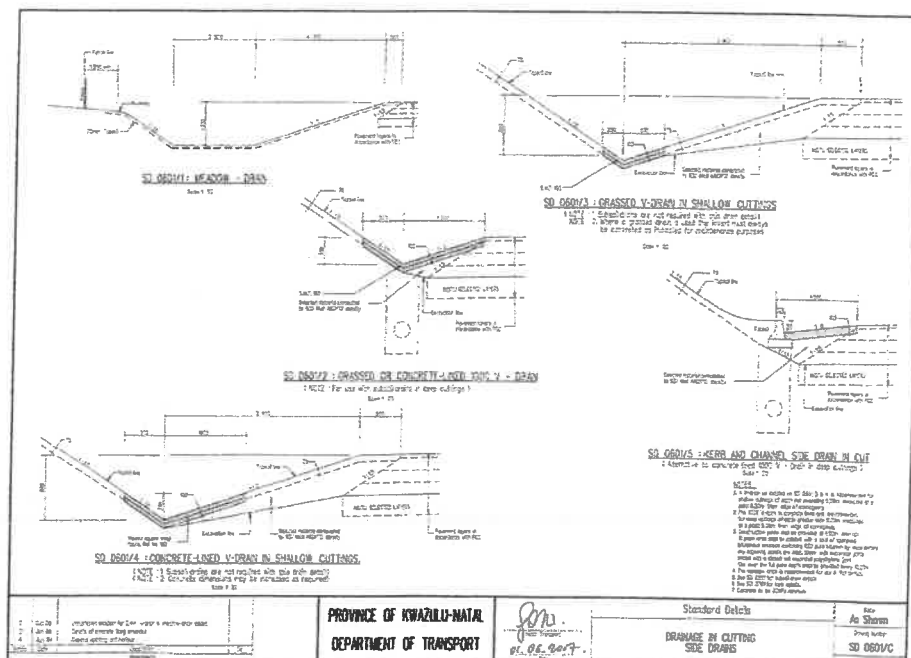
#### 1.2 Shaping of side walls of erosion gullies

1.1.1 Shaping side walls of the 2 erosion gullies (700m) to a 1:1 slope using a medium road grader .

#### 1.3. Construction of cut – off drains (See attached specifications for grassed V-Drain) surveyed by Department Engineer

1.2.1 Construction of cut – off drains (11/1120m) surveyed by Departmental Engineer – to be done with medium road grader

### 1. Technical specifications









EROSION CONTROL WORKS AT MADUNGENI LAND CARE PROJECT

**KINDLY COMPLETE PLEASE!!!**

**SBD 4**

**DECLARATION OF INTEREST**

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

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

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

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

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means -

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

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

**KINDLY COMPLETE PLEASE!!!**

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

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

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

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

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

2.8.1 If so, furnish particulars:

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

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



**KINDLY COMPLETE PLEASE!!!**

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

May 2011

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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



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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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



Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

8.1 Name of company/firm: .....

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

### CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES  
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

In response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

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

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

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

**SBD 8**

10. 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.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js914w 2

**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved:

.....

Bid No: .....

Service: .....

\*\*\*\*\*

THIS IS TO CERTIFY THAT (NAME): .....

ON BEHALF OF: .....

VISITED AND INSPECTED THE SITE ON..... (DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**  
(PRINT NAME)

DATE: .....

.....  
**SIGNATURE OF DEPARTMENTAL REPRESENTATIVE**  
(PRINT NAME)

.....  
**DEPARTMENTAL STAMP:**  
(OPTIONAL)

DATE: .....