

DIVISION OF FOOD PRODUCTION FORESTRY AND FISHERIES

DFPFF 2019 – 0001

REQUEST FOR PROPOSAL

FEASIBILITY STUDY FOR PROPOSED LURE WILDLIFE, NATURE AND ADVENTURE PARK FOR THE DIVISION OF FOOD PRODUCTION FORESTRY AND FISHERIES.

Pre – Tender meeting – 27th March 2019 at 10:00 am

Closing date –

22nd April 2019 at 1:00 pm

This page is left intentionally blank

1.	BACKGROUND INFORMATION	5
2.	SKELETAL TERMS OF REFERENCE	6
3.	FORMAT OF TENDERS	6
4.	ELIGIBILITY	6
5.	FREQUENTLY ASKED QUESTIONS ON TENDER SUBMISSION	7
(a)	How are submissions to be bundled?	7
(b)	How many copies are to be submitted?	7
(c)	Must the copies be submitted in separate envelopes?	7
(d)	What happens if I submit a tender with information that was not requested by the Division?	7
(e)	Where are the tenders to be deposited?	8
(f)	What are the important dates I must take note off?	8
6.	DOCUMENTS TO BE SUBMITTED	8
7.	EVALUATION CRITERIA	1
8.	REQUESTS FOR ADDITIONAL INFORMATION	1
9.	PRE-TENDER MEETING	1
10.	CONSULTANT'S FEES1	1
11.	WAIVER	1
12.	BID VALIDITY PERIOD	2
13.	NO CONTRACTUAL OBLIGATIONS	2
14.	NO CLAIM FOR COMPENSATION	2
15.	CONFLICT OF INTEREST	2
16.	RIGHTS OF THE DIVSION FOOD PRODUCTION, FORESTRY AND FISHERIES	2

17. GOVERNING LAW	
SCHEDULE 1	
Evaluation Criteria	
SCHEDULE II	
Skeletal Terms of Reference	
SCHEDULE III	
Statutory Declaration (Private Company)	21

1. BACKGROUND INFORMATION

In Tobago there is a need for the establishment of a Wildlife Nature Park that will provide further conservation to our wildlife resources, and greater opportunity for appreciation, revenue generation, research, outreach and education. Presently, there are natural areas in Tobago such as our oldest Forest Reserve in Bloody Bay, the Game Sanctuary on Little Tobago, and the Grafton Bird Sanctuary that are mainly used for bird watching. The proposed Lure Wildlife Nature and Adventure Park will be a first class Eco product that will utilize the natural features of indigenous wildlife, waterfalls, rivers, trails and archaeology. Thus, providing a wider variety of recreational and adventure activities, maintaining conservation, and contributing to the economy of Tobago.

This Park will occupy 140 acres of the Lure Estate located in Goldsborough, Tobago. The entire Lure Estate is approximately 382 acres comprised of rich biodiversity, indigenous wildlife, waterfalls, and the Goldsborough River. The upper part of the Goldsborough River Basin is the Main Ridge Forest Reserve and the lower end of this reserve is the Goldsborough Landmark.

This project seeks to engage the eastern rural communities in the co-management of ecological, archaeological, and cultural resources to derive sustainable livelihoods primarily for the local people but ultimately for the wider community of Tobago. This park embodies five fundamental pillars, namely: Eco Tourism, Agro Tourism, Adventure Tourism, Research Tourism, and Cultural or Heritage Tourism. As an Eco Tourism concept it will capitalize on the ecological heritage, i.e., the natural flora, fauna and water resources within the Goldsborough area. Agro Tourism will serve to revive traditional agriculture, namely: cocoa while giving new impetus to small farmers within the proposed development area. Adventure Tourism will provide adventure by soaring over the canopy with zip lines. Finally, all areas of this park and the Cultural/Archaeological Heritage will be utilized as a marketing tool to increase the transient population to this proposed park.

Much reconnaissance work was done for this proposed Wildlife, Nature and Adventure Park in Tobago that resulted in a Concept Note, identification of a location and a Study Tour in Costa Rica to learn from similar type parks there. The Study Tour in Costa Rica provided additional information, guidance and network opportunities that lead to this phase. It is now necessary for a Comprehensive Feasibility Study to be conducted as the next phase of the development of this proposed park.

2. SKELETAL TERMS OF REFERENCE

See annexed Skeletal Terms of Reference for general guide on what is expected by the Division.

3. FORMAT OF TENDERS

- (a) Tenders shall comprise a **Single-Envelope System**, this means a single envelope containing both the financial and technical/quality information for evaluation.
- (b) Alterations or erasures on any tender shall be initialled by the bidder or, in the case of a company, partnership or firm, by a duly authorized officer or employee of such company, partnership or firm.
- (c) Prices quoted must be in Trinidad and Tobago Dollars.
- (d) In this RFP reference to the words "Consultant", "Firm", "Joint Venture", "Tenderer" or "Bidder" shall bear the same meaning.

4. ELIGIBILITY

- (a) Tenderers are eligible to bid as individual consultants, firms, consortium, or joint ventures to enhance their qualifications. Partners in a consortium arrangement shall be made jointly and severally liable for performance of the contract.
- (b) Where any tenderer outside the jurisdiction of Trinidad and Tobago submits a tender, it is recommended that it partners with a firm ordinarily resident in the jurisdiction of Trinidad and Tobago. <u>Failure to partner with a local firm may</u> <u>result in exclusion.</u>
- (c) Where there are competing Firms with interlocking Directors, only one (1) of the Firms shall be permitted to bid, save and except, in the case of a joint venture/consortium arrangement. Firms with interlocking Directors bidding separately shall be all be disqualified.
- (d) A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:
 - i. the bidder has the legal capacity to enter into a contract;

- ii. the bidder is not:
 - (a) insolvent;
 - (b) in receivership;
 - (c) bankrupt; or
 - (d) being wound up
- iii. the bidder's business activities have not been suspended;
- iv. the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
- v. the bidder has fulfilled his or her obligations to pay taxes and national Insurance Contributions.
- vi. the Directors and or Principal Officers are not convicted of any criminal offences.

5. FREQUENTLY ASKED QUESTIONS ON TENDER SUBMISSION

(a) How are submissions to be bundled?

Each Tenderer is to submit documents requested in Section 6, in a neat format with each section properly separated and tabbed together with a table of contents for ease of access **in the order stated hereunder**. All submissions must be binded. The Division reserves the right to reject any tender that has not been properly binded, tabbed, in an order different from that stated below or submission of any loose pages etc. <u>Submissions of irrelevant information not requested below may result in submissions being summarily rejected</u>.

(b) How many copies are to be submitted?

Tenderers MUST submit one (1) original and four (4) copies of their bids.

(c) Must the copies be submitted in separate envelopes?

It is not necessary to do so, since the aim is for the Division to get five (5) bundles in total. If the five (5) bundles can fit in one (1) or two (2) envelopes, then this is desirable.

(d) What happens if I submit a tender with information that was not requested by the Division?

The marks for overall presentation shall be adversely affected.

(e) Where are the tenders to be deposited?

All tenders must be submitted in sealed envelopes, labelled in **BOLD** letter and addressed to -

The Administrator Division of Food Production, Forestry and Fisheries DFPFF 2019 – 0001 FEASIBILITY STUDY FOR PROPOSED LURE WILDLIFE, NATURE AND ADVENTURE PARK FOR THE DIVISION OF FOOD PRODUCTION FORESTRY AND FISHERIES.

and deposited in the tender box located at:

Tam Building Division of Food Production, Forestry and Fisheries Montessori Trace, Glen Road Scarborough, Tobago

All tenderers are invited to be present for the opening.

(f) What are the important dates I must take note off?

Pre – tender meeting [Discretionary]	- 27th March 2019 at 10:00 am
Closing date and time for tender submission	- 22 nd April 2019 at 1:00 pm
Tender Opening	-22 nd April 2019 at 1:15pm

6. DOCUMENTS TO BE SUBMITTED

- (a) A cover page outlining the name of the Tenderer, date and signature of person making submission on behalf of the Tenderer. If submitting as a joint venture, a lead partner must be identified, the name of the person authorized to take instructions, and or coordinate with the Division and a copy of the joint venture agreement or a letter of intent to execute a joint venture agreement
- (b) <u>State</u> the name of the tenderer, name of Directors. <u>Attach</u> Certificate of Incorporation/Registration/Notice of Directors of the Tenderer.
- (c) <u>State</u> whether the Tenderer(s) is in compliance with local Tax and NIS laws. <u>Attach</u> Valid VAT, NIS and BIR <u>clearance</u> certificates (where applicable).

(d) <u>State</u> whether the tenderer has a financial capacity of at least 50% of the cost proposed in this Tender. <u>Attach</u> a Bank Letter of Statement from a recognized financial institution demonstrating the Tenderer has the capacity to undertake the consultancy of at least 50% of the cost proposed in this tender.

Alternatively, an economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links, which it has with them. It must in that case prove to the Division that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

(e) <u>List</u> the title, clients and value of TWO (2) previous projects preferably from Government or corporate agencies demonstrating that the Tenderer has undertaken feasibility studies for any past projects and or current projects, of at least 50% (average) EACH, of the cost proposed in this tender. Tenderers who possess project specific experience shall be given additional points.

<u>Attach</u> letter(s) of award/<u>signed</u> contracts/purchase orders¹. Any past contract from a corporate entity **MUST** be accompanied by a statutory declaration in a format prescribed by **Schedule III.**

- (f) List the Name and contacts of two (2) references References must include the project name, brief description, contact person's name, agency, phone number, their role in the project and when the duration of the consultancy. It is preferred that references are from the project examples provided in (e) above. The Division will determine which, if any, references to contact to assess the quality of work performed, and the personnel assigned to the project. The results of any reference checks will be provided to the evaluation committee and used when scoring the written qualifications. Any contract award may be subject to the Tenderer producing written reference letters.
- (g) Brief statement as to an understanding of what is required by the Tenderer if successful.

(h) Adequacy of Personnel –

¹ A list of past experience without evidence of the actual contract/letter of award shall not suffice.

List the names and qualifications of the key personnel that will perform the services indicating who is Team Leader², who are supporting, etc. and roles and responsibilities of each person. Planning and design experience related to parks, recreation, trails, and open space in rural and or urban settings and community engagement experience is a definite asset. <u>Attach</u> CVs and academic certificates demonstrating qualifications of persons named above. <u>Attach</u> written confirmation from each personnel that they are available for the entire duration of the contract.

- (i) A methodology and implementation plan clearly outlining timelines and deliverables The methodology should take into account, modify, amend and or amplify the skeletal terms of reference attached hereto. The consultant must describe how it will address/deliver the demands of the RFP from contract award to project acceptance; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work. The proposal must include the specific tasks anticipated for the project. The proposal should identify detailed descriptions of the procedures and methods proposed to complete all tasks in order to satisfy the objectives/needs identified in the required scope of work. Clear project phases, tasks and deliverables at the end of each phase MUST be demonstrated. The study must be completed within a ninety (90) day period.
- (j) A detailed cost breakdown plan congruent with the implementation plan hereinbefore referred to in (j) above, culminating into a final cost. Cost as rolled up by deliverables shall form the terms of the Consultant's payment plan.

<u>Submission of irrelevant information not requested in this RFP may result in</u> <u>submissions being summarily rejected</u>. No additional information is to be submitted other than that requested above. Any additional information not requested shall not be taken into account or may result in disqualification. This includes irrelevant information such as company profiles, health and safety statements etc.

 $^{^{2}}$ If selected for an interview, it is expected that the team leader conduct a majority of the presentation and be able to answer most questions asked during the interview process

7. EVALUATION CRITERIA

See Schedule I.

8. **REQUESTS FOR ADDITIONAL INFORMATION**

Bidders requiring a clarification of the bid documents **MUST** do so by contacting the Procurement Unit **ONLY** by sending email to the following email address: <u>fpff</u><u>procurement@gov.tt</u>. Replies to any request for clarification or additional information (including all previous requests) shall be circulated to all parties participating in this tender process by being placed in a conspicuous location on the website - <u>http://pco.tha.gov.tt/tender-notice,</u> no later than seven (7) days prior to the closing date.

9. PRE-TENDER MEETING

The Division of Food Production Forestry and Fisheries will coordinate a Pre Tender Meeting. The Pre Tender Meeting shall be held on the <u>27th March 2019 at 10:00am</u>. The meeting point for the Pre Tender Meeting shall be the conference room at the Division of Food Production, Forestry and Fisheries, Main Building. Pre Tender meetings are not mandatory, but as long as the opportunity to attend is available it shall be deemed as though the Tenderer attended, whether they did so or not.

10. CONSULTANT'S FEES

The design, construction or any other associated cost estimate for this project shall not be used as a basis for the Consultant's fees. The Consultant's fees shall be based on the information contained in this tender document and the observations made and/or the additional information received during the pre-proposal meeting.

11. WAIVER

The **DFPFF** retains a separate right to waive irregularities in the tender submission if in the DFPFF's discretion such irregularities are of a minor technical nature or relate to defects.

Where none of the tenderers have met the criteria state above the DFPFF retains the right to relax or waive any of the tender requirements, whether it be material or not, so long as waiving such requirement is not unfair to any tenderer who "but for" the waiver, would have submitted a different offer and shall not be prejudicial for any of the other tenderers.

12. BID VALIDITY PERIOD

Bids shall be valid for a period of at least ninety (90) days.

13. NO CONTRACTUAL OBLIGATIONS

This is an Invitation to Tender. No contractual obligations will arise between The Division of Food Production Forestry and Fisheries and any bidder until and unless The Division of Food Production Forestry and Fisheries and a bidder enters into a formal, written contract for the bidder to provide the services contemplated in this Tender Document. The Division of Food Production Forestry and Fisheries reserves the right to reject any or all tenders, in whole or in part, to negotiate changes in the scope of services and waive any technicalities as deemed in its best interest. Where a final contract is made, this RFP shall have merged into the final contract and the provisions of the final contract will govern the arrangements between the parties going forward.

14. NO CLAIM FOR COMPENSATION

Except as expressly and specifically permitted in this Tender document, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participation in the ITT, and by submitting a tender each Bidder shall be deemed to have agreed that it has no claim.

15. CONFLICT OF INTEREST

The Division of Food Production Forestry and Fisheries will ensure there is no Conflict of Interest in this tender. As such, any relationship involving Bidders and Members of The Division of Food Production Forestry and Fisheries' Management and Staff must be fully disclosed.

16. RIGHTS OF THE DIVSION FOOD PRODUCTION, FORESTRY AND FISHERIES

(a) The Division of Food Production Forestry and Fisheries reserves the right to reject any or all bids without limiting the generality of the foregoing, a Bid will be summarily rejected if it is conditional, if it is incomplete, obscure, or irregular, if it has erasures or corrections in the Cost Schedule, or if it has unit rates that are obviously unbalanced.

- (b) The Division of Food Production Forestry and Fisheries reserves the right to reject a Bid, which does not provide satisfactory evidence that the proponent has the technical, physical and financial resources to complete the work within a specified contract period.
- (c) The Division of Food Production Forestry and Fisheries reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to Award of Contract, without thereby incurring any liability to the affected. Further, the Division does not have any obligation to inform the affected proponent or proponents of the grounds for the action.
- (d) The Division of Food Production Forestry and Fisheries may declare the bidding void when none of the bids meet the intent of the specifications or when it is evident that there has been a lack of competition and or that there has been collusion. In addition, all bids may be rejected if they are substantially higher than the official budget approved by the Division.
- (e) The Division of Food Production Forestry and Fisheries does not bind itself to accept the lowest or any offer or to reimburse proponents for any expenses incurred in bidding.

17. GOVERNING LAW

All applicable laws in the Republic of Trinidad and Tobago will apply to any resulting agreement.

Schedule 1

Evaluation Criteria

	Step 1 - SELECTION CRITERIA	1			
Cover page	Mandatory	See Section 6 (a)			
Legal Status	Mandatory	See Section 6 (b)			
Compliance with Taxes, NIS laws	Mandatory	See Section 6 (c)			
Financial capacity	Pass/Fail	See Section 6 (d)			
General Past Experience	Pass/Fail	See Section 6 (e)			
Past Performance	Pass/Fail	See Section 6 (f)			
If suitable move to Step 2					
	Step 2 - AWARD CRITERIA				
Overall presentation	Excellent – 10 Good – 7 Average – 5 Poor- NR				
	Max Score – 10 Min Score – 5				
An understanding of what is required	Excellent understanding – 8 – 10 Good understanding – 5-7 Poor understanding – NR	See 6 (g)			
	Max – 10 Min - 5				
to Nature Park	Experience in two (2) or more nature park feasibility studies - 10 Experience in two (2) Nature Park	See Section 6 (e) No experience in specific nature parks			
	Feasibility Studies – 8 Experience in one (1) Nature Park – 6	etc. does not necessarily lead to exclusion			
	Experience in zero (0) Nature Park – 0				
	Max – 10 Min – 0				

Adequacy of specific qualifications and experience of key staff	-	See Section 6 (h)
Max score = 25		
	Min score = 17	
Methodology and Implementation Plan	Excellent layout, practical and clearly defined tasks, timelines and deliverables, superior so as to enable a person not trained in this type of project to have an excellent understanding, innovation and detail, value added etc. (very low risk to the Division) – 25 - 30 Good and reasonable layout, practical and defined tasks, timelines and deliverables, so as to enable a person not trained in this type of project to have a good understanding, innovation and detail, value added etc. (very low risk to the Division) (low risk to Division)- 20 – 24 Below requirements – NR Max score = 30 Min score = 20	See Section 6 (i)

Cost breakdown	Cost breakdown is congruent with	See Section 6 (j) The
Cost breakdown	e	0,
	implementation plan above and	Division is not
	clearly identifies cost by phases,	interested in
	tasks and deliverables and	consultants hourly and
	stipulated terms of payment – 13 -	or daily rates or travel,
	15	accommodation and
		hotel expenses etc. The
	The cost breakdown substantially,	Division prefers to see
	but not fully identifies all material	costs accumulated by
	elements $-9 - 12$	tasks, Deliverables,
		phases and or
	Cost breakdown is incongruent	milestones, so as to
	with elements Of implementation	structure its payment
	plan- NR	plan accordingly.
	Max score = 15	
	Min score = 9	
MAX QUALITY SCORE	100	

- (a) Tenderers must pass each criteria in the selection criteria in order to proceed to the award criteria. Tenderers who have not passed any one element in <u>the selection</u> <u>criteria</u> shall not be considered further.
- (b) Tenderers shall be evaluated in accordance with the marking scheme in the award criteria. Tenderers must attain at least the minimum score in each award criteria to be considered for award.
- (c) The Division reserves the right to permit any Tenderer to produce documents within a reasonable time related to the mandatory or selection criteria only, that were incomplete or incorrect at the time of the submission. The Division further reserves the right to require any Tenderer to produce any documents to confirm that Tenderers have met the eligibility criteria.
- (d) The evaluation committee may, if deemed necessary, require top-scoring consultants, based on the evaluation of the written proposals, to have interviews/presentations to support and clarify their proposals. Upon completion of any interviews/presentations by proposers, the Division's evaluation committee will make adjustments to the scores based on the information obtained in the interview/presentation, possible reference checks, and any other pertinent information.

- (e) Tenderers are asked to note that reference checks that are unfavourable may place a caveat on the quality points obtained, and be subject to further inquiry.
- (f) Tenders shall then be evaluated using a price quality ratio i.e. Price proposed /Quality points.
- (g) Where in the opinion of the evaluation committee, the price quoted by the successful tender is abnormally low, the Division shall request in writing details of the submission that gives rise to concerns as to the ability of the consultant/firm to perform the procurement contract. Where the Division having taken into account the information provided by the consultant /firm pursuant to its request and is still of the opinion that the price quoted is abnormally low, the Division may reject the submission as abnormally low.

Schedule II

Skeletal Terms of Reference

A Comprehensive Feasibility Study for a Wildlife, Nature and Adventure Park proposed in Lure Estate, Goldsborough, Tobago. This Study should include an analysis of the feasibility of constructing and operating this proposed type of park in the suggested area. The analysis should consider the possibility of local, regional and international users. The feasibility study will include a thorough and comprehensive market and financial analysis of constructing and operating a Wildlife, Nature and Adventure Park, taking into consideration the five aforementioned pillars of Tourism. It will include needs assessment and opportunities of the Goldsborough, Goodwood, and Pembroke communities with reference to this proposed park. This study will assess market conditions that may have an impact on the potential use of the park, total revenue and operational costs along with information regarding current trends in Wildlife, Nature and Adventure Parks in the Caribbean region, including Costa Rica, and internationally including Africa, America, Australia and Canada. In addition, the demographics of Goldsborough, Goodwood and Pembroke, site considerations in comparison to other estates in Tobago, and economic impact of the park on the community. The study will identify programming opportunities and park needs, probable operating costs, revenue potential for the annual operation of this proposed park. The Consultant shall recommend the most likely demand or combinations of demand to determine the following components of the park:-

- Free roaming native and migrant species in their natural habitat
- Caged exhibits (Native and Exotic)
- Research Station (For Research on Flora and Fauna)
- A Botanic Garden and Arboretum
- A Network of Zip lines and Canopy Trails
- A Rehabilitation and Quarantine Station
- Eco Lodges, Administrative Centre
- An Interpretive Centre (For Outreach and Education)

Finally, this feasibility study will recommend the best possible phase development structure for the construction and operation of this proposed park, taking into consideration the aforementioned components.

Scope of Work

The proposed scope of work for this project includes an Economic Impact Analysis, and preparation of a draft and final Feasibility Study.

Study Components

1. Develop an inventory and evaluation of Flora and Fauna in the proposed location.

- 2. Develop an inventory of existing Ecological trails; identify the best layout of new trails using Geographic Information System (GIS).
- 3. Determine the viability and location of a Botanical Garden, Zip Lines, Eco lodges, a Quarantine Station and a Rehabilitation centre on the proposed site.
- 4. Identify possible impacts and response of the proposed park on adjacent land use, the neighboring rural communities of Goldsborough, Goodwood and Pembroke.
- 5. Determine the viability of Ecotourism, Agro tourism, Adventure tourism, Research tourism Cultural or Heritage tourism linkages proposed for this Wildlife, Nature and Adventure Park in the proposed site.
- 6. Conduct an Economic Impact Analysis, and recommend ways to maximize benefits.
- 7. Recommend a strategy for phasing the proposed components of the park.
- 8. Provide an Implementation Strategy with approximate costs.
- 9. Identify the best Management Model for the proposed park.
- 10. Identify capacity and resource requirements to undertake appropriate and successful Administration/Management, Engineering and Architecture in compliance with Biodiversity Conservation proposed for this park.
- 11. Recommend facilities required to meet the needs of persons with disabilities.

Products and Deliverables

- One (1) colour copy of draft Feasibility Study for comments.
- One (1) unbound colour copy of draft Study.
- One (1) digital copy of draft Study (format to be determined, print ready, graphics included).
- Final Feasibility Study to include: six (6) bound colour copies
- One (1) unbound colour copy of final plan
- One (1) digital copy of final plan (format to be determined, print ready, graphics included).
- Maps (All GIS map data as ESRI Shapefiles or Geodatabase files).
- Maps (All presentation maps as Adobe Acrobat (PDF) or (JPG) format.
- Presentation graphics

Expected duration of work

This Feasibility Study will be conducted for ninety (90) man-days from the date of signing the contract.

SCHEDULE III

Statutory Declaration (Private Company)

REPUBLIC OF TRINIDAD AND TOBAGO

IN THE MATTER OF THE STATUTORY DECLARATIONS ACT CHAPTER 7:04

I,	, Direc	tor		
,	(Name of director)			
and authoriz	zed representative of			
	(Name of company)	-		
a company c	duly incorporated and continued under the Companies Act 1995, with its regist	tered		
office situate	e at	_		
(Address of company)				
the Island of	f Tobago/Trinidad in the Republic of Trinidad and Tobago, make oath and sa	- ay as		
follows:-		-		
1.	I am the authorized representative of	-		

and duly authorized to give this declaration on its behalf.

- The facts hereto deposed are true and correct and within my personal knowledge and belief save where otherwise stated to be based on information, in which case I verily believe same to be true and the source reliable.
- 3. I hereby certify that any signed contracts/letters of award of purchase orders that has been submitted from me is a true representation of works the Tenderer have undertaken and that the Tenderer was not terminated for any reason related to and or ancillary to material non performance. A true copy of the contract(s) is now produced and shown to me and marked "A".
- 4. I have had my Attorney-at-Law explained to me and I fully understand the consequences, ramifications and implications of the aforesaid declaration.

- 5. I have deposed this declaration of my own free will, voluntarily and as a free and independent person without any threats, intimidation, promises and or inducement from anyone and after receiving legal advice and I hereby declare that I am mentally sound and in full control of my mental capacity, mind and body.
- 6. I, make this declaration conscientiously believing the same to be true and according to the Statutory Declarations Act, and I am aware that if there is any statement in this declaration which is false in fact, which I know or believe to be false or do not believe to be true, I am liable to fine and imprisonment

Declared at)
this	day)
of		201)

Before me,

COMMISSIONER OF AFFIDAVITS