



DEPARTMENT: SOUTH AFRICAN POLICE SERVICE

REPUBLIC OF SOUTH AFRICA

Private Bag X284, Pretoria, 0001, Tel: 012-841 7459, Facsimile: 012-841 7871
117 Cresswell Road, Sevenoaks, Pretoria

The Manager

Reference no: 19/1/9/1/5573(23)

Date: 2023-10-24

Enquiries: LT-COL RIKHETO

Tel no: 012 841 7226

Fax no: _____

Sir / Madam

REQUIRED BY THE SOUTH AFRICAN POLICE SERVICE

CLOSING TIME AND DATE FOR BIDS IS 11:00 on the date as specified in the document: 2023-11-30

The Department of the South African Police Service requires the item(s)/service as described per attached bid invitation, and you are requested to complete the bidding documents and to submit it in accordance with the under-mentioned stipulations:

- 1 The conditions contained in the attached annexures apply.
- 2 The bid must be submitted in a sealed envelope with the name and address of the bidder with the bid number closing date indicated on the envelope. The cover or envelope must not contain documents relating to any bid other than that shown on the cover or envelope.
- 3 *Bids submitted per mail must be sent per registered mail. The Bid must still reach this office before the closing date and time. Failure to do so will invalidate the bid.*
- 4 The bid will be valid for a period of 90 days after the closing date.
- 5 The attached forms/annexures, if completed in detail and returned, will form part of your bid.

You are advised to acquaint yourself with the contents of the attached General Conditions of Contract.

It will be expected of the successful bidder to sign the formal contract at this office within seven (07) days after he/she has been informed to this effect.

Yours faithfully,

LIEUTENANT GENERAL

DIVISIONAL COMMISSIONER: SUPPLY CHAIN MANAGEMENT
MF PANI

**SOUTH AFRICAN POLICE SERVICE
SUPPLY CHAIN MANAGEMENT (SCM)**



BID Number: 19/1/9/1/55TB(23)

**PROJECT NO: 19/1/9/1/55TB(23) : APPOINTMENT OF A
PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD
CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY
PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN
GAUTENG PROVINCE**

NAME of BIDDER: _____

PART A
INVITATION TO BID

1. YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE

BID NUMBER	19/1/9/1/55TB(23)	CLOSING DATE:	2023-11-30	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE				

2. BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

DIVISIONAL COMMISSIONER
SUPPLY CHAIN MANAGEMENT
SOUTH AFRICAN POLICE SERVICE
117 CRESWELL ROAD
SILVERTON
PRETORIA
0184

DIVISIONAL COMMISSIONER
SUPPLY CHAIN MANAGEMENT
SOUTH AFRICAN POLICE SERVICE
PRIVATE BAG X254
PRETORIA
0001

4. BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON LT-COL RIKHOTSO

TELEPHONE NUMBER 012 841 7226

CELLPHONE NUMBER

E-MAIL ADDRESS RikhotsoML@saps.gov.za

5. OTHER ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON SOLLY MOELA

TELEPHONE NUMBER 012 841 7802

CELLPHONE NUMBER

E-MAIL ADDRESS moelasolly@saps.gov.za

6. SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE NUMBER: MAAA
	[TICK APPLICABLE BOX]		[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
[IF YES, ENCLOSURE PROOF]		[IF YES, ANSWER PART A:8]	

7. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. THE BID BOX IS GENERALLY OPEN 24 HOURS A DAY, 7 DAYS A WEEK.
- 1.3. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.4. 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).
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5. IN BIDS WHERE SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. GENERAL

- 3.1. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

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COVER LETTER TO BID DOCUMENTS

Project description:	APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE		
Bid number:	19/1/9/1/55TB(23)	Advertising date:	2023-10-25
Closing date:	2023-11-30	Closing time:	11:00
Compulsory clarification meeting:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Issued by:	Divisional Commissioner: Supply Chain Management SOUTH AFRICAN POLICE SERVICE 117 Creswell Road Silverton 0127
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ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:

Contact name:	CAPTAIN PAUL	Telephone no:	012 841 7720
Cell no:			
E-mail:	PaulEG@saps.gov.za		

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CONTENTS OF BID DOCUMENT

Bidders are to ensure that they have received all pages of this document, which consists of the following sections:

PART PS: TENDER	Document number
Part T1: Tendering procedures.	
Notice and invitation to tender	PS 1.1
Tender Data	PS1.2
Functionality Score Sheet	PS1.4

Part PS2: Returnable documents	
List of returnable documents	PS2.1
Resolution of board of directors	PS2.1.1
Schedule of proposed Sub- Contractors	PS2.1.3
Capacity of Bidder	PS2.1.4
Declaration of Interest	SBD 4
Preference Points Claim Form	SBD 6.1
Record of Addenda to tender document	PS2.1.7
Compulsory Clarification Meeting Certificate	PS2.1.9
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PARTC: Contract	
Part C1 – Agreements and contract data	
Form of Offer and Acceptance	C1.1
Contract data	C1.2
Part C2 – Terms of Reference	C2

Part C3 – Professional Board Notices	C3

PS1.1: NOTICE AND INVITATION TO TENDER

THE SOUTH AFRICAN POLICE SERVICE INVITES TENDERS FOR:

Project title:	APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE		
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Tender no:	19/1/9/1/55TB (23)		
Advertising date:	2023-10-25	Closing date:	2023-11-30
Closing time:	11:00	Validity period:	90 days

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

<input checked="" type="checkbox"/>	Bidders must be Professional Electrical Engineer registered with (ECSA) Engineering Council of South Africa with a minimum of 3 years' experience post registration. Act, 2000 (Act 46 of 2000). (Proof of valid registration must be provided)
<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink. Joint ventures/ consortiums <u>are not</u> eligible to submit tenders.
<input checked="" type="checkbox"/>	Submission of applicable Resolution by the Legal Entity, authorising a dedicated person(s) to sign documents on behalf of the firm.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per List of returnable documents <ul style="list-style-type: none"> • Schedule of proposed Sub-contractors • Capacity of tenderer • Preference Point Claim Form (SBD 6.1) • Declaration of Interest (SBD 4) • Form of offer and Acceptance • Terms of Reference
<input checked="" type="checkbox"/>	Submission of the Compulsory Clarification Meeting Certificate as proof of attendance at the compulsory clarification meeting.
<input checked="" type="checkbox"/>	Prospective bidders and Sub -consultants must be registered with professional bodies and on the Central Suppliers Database (CSD) of National Treasury prior to the award of any bid. Bidders must ensure that they are compliant in all respects up until the publication of the result. The SAPS will verify the tax compliance status of bidders during the evaluation of this bid and should the status be found "not favourable", your bid will be disqualified.
<input checked="" type="checkbox"/>	The SAPS reserves the right to negotiate with the shortlisted bidders prior to award and with the successful bidder(s) post award.
<input checked="" type="checkbox"/>	The SAPS reserve the right to do due diligence with the shortlisted bidder(s) prior to award.
<input checked="" type="checkbox"/>	Mandatory criteria for the Team Composition: Submission of Compulsory Minimum Technical Project Team (Page 19-20) Terms of Reference. Relevant registration or letter of Good Standing with respective Councils. The Technical Team should have minimum of 3 years' experience post registration.
<input checked="" type="checkbox"/>	Only bidders that obtain a minimum Functionality score of 60% and above, will be considered and further evaluated in terms of price and preference (Phase 2)
<input checked="" type="checkbox"/>	By submitting this bid offer, bidders confirm that they are familiar with the applicable board notice and CIDB guidelines contained in the Terms of Reference (ToR) document. These notices will form part of the contract entered into with the successful bidder

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Evaluation

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

<input checked="" type="checkbox"/> 80/20 Preference point scoring system	<input type="checkbox"/> 90/10 Preference point scoring system
<input checked="" type="checkbox"/> Functionality	

Phase 1 (Mandatory requirements)

Evaluation of mandatory requirements.

Only bids that comply with mandatory requirements will move to the next phase

Phase 2 (Functionality)

Functionality will be scored in terms of the Preferential Procurement Regulations 2022

Only bids that score the minimum points as outlined in the functionality criteria will be evaluated further.

Phase 3 (Price and Preference points)

Price (80 points) and preference (20 points) will be calculated in terms of the Preferential Procurement Regulations 2022

The bid will be awarded to the responsive bid that scored the highest in points unless objective, justifiable reasons exist to do otherwise

Points will be awarded to a bidder for attaining the total points for Price and Preference for specific goals in accordance with the table below:

Specific Preferential Goals	Number of points (80/20 system)	Number of points (90/10 system)
Persons historically disadvantaged on the basis of race with at least 51% ownership	5	3
Persons historically disadvantaged on the basis of gender with at least 51% ownership	5	3
Persons with at least 51% ownership who are youth	5	2
Persons historically disadvantaged on the basis of disability with at least 51% ownership	5	2
Total number of preference points allocated for specific goals	20	10
Non-compliant contributor	0	0

COLLECTION OF TENDER DOCUMENTS:

Tender documents may be collected during working hours (08:00 to 15:30) at the following address.

**SA Police Service: Supply Chain Management,
117 Cresswell Rd,
Silverton,
Pretoria**

Tender documents may be downloaded from the SAPS website:

<https://www.saps.gov.za/services/bids.php>

A compulsory clarification meeting will take place at Ga-Rankuwa Police Station, Nr 6342 Kgotleng Street, Zone 5, Ga-Rankuwa Police Station: Gauteng Province: Pretoria.

DATE of Meeting: 2023-11-15 @ 11:00. Direction can be obtained from Lt-Col Shihlangu @ 082 419 9064.

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ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:

Acquisition Manager:	Lt Col Rikhotsa	Telephone no:	012 841 7226
E-mail:	RikhotsaML@saps.gov.za		

DEPOSIT / RETURN OF TENDER 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 **Tender Data** document.

All tenders must be submitted on the **official** forms – (not to be re-typed)

TENDER DOCUMENTS MAY BE POSTED TO:	DEPOSITED IN THE TENDER BOX AT:
<p>THE SECTION HEAD: BID MANAGEMENT SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE PRIVATE BAG X 254 <i>Pretoria</i> <i>0001</i> ATTENTION: BID MANAGEMENT SECTION: (Capt Paul)</p>	<p>SAPS: Supply Chain Management <i>117 Cresswell Road</i> <i>Silverton</i> <i>0127</i></p>

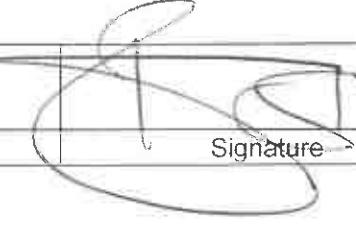
COMPILED BY:

Solly Moela		2023-10-24
Name of Acquisition Official	Signature	Date

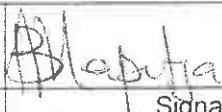
VERIFIED BY:

Captain Maake		2023-10-24
Name of Acquisition Official	Signature	Date

RECOMMENDED BY:

Lt Colonel Rikhotsa		2023-10-24
Name of Acquisition Official	Signature	Date

APPROVED BY:

Colonel Mapitja		2023 - 10 - 24
Name of Procurement Official	Signature	Date

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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".

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For Internal & External Use

Effective date February 2023

Version: 1.0

PS1.2: TENDER DATA

Project title:	APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE		
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Tender no:	19/1/9/1/55TB(23)	Closing date:	2023-11-30
Closing time:	11:00	Validity period:	90 days

Clause number:	
	<p>The conditions of the bid are the general Conditions of Contract as contained in the Standard Professional Services Contract issued by CIDB (CIDB document number 1015 second edition) – obtainable from 222.cidb.org.za).</p> <p>as well as</p> <p>Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 751 published in Government Gazette No. 27831 of 22 July 2005 and as amended from time to time. (see www.cidb.org.za)</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "F" in the above mentioned Standard Conditions of Tender.</p>
F.1.1	<p>The employer is the Government of the Republic of South Africa in its Department of the South African Police Service.</p>
F.1.2	<p>For this contract the single volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 6 of the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The list of Returnable Documents identifies which of the documents a bidder must complete when submitting a tender offer. The bidder must submit his tender/ bid offer by completing the Returnable Documents including the fully priced Activity Schedule / Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Department bound up as it was when it was received.</p> <p>The single volume procurement document issued by the employer comprises the following:</p> <p>TENDER</p> <p>Part PS1: Tendering procedures</p> <p>PS1.1 - Tender notice and invitation to tender</p> <p>PS1.2 - Tender data</p> <p>PS1.3 – Mandatory Criteria</p> <p>PS1.4 – Functionality Score Sheet</p> <p>Part PS2: Returnable documents</p> <p>PS2.1- List of returnable documents</p> <p>CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>Part C2: Terms of Reference</p> <p>C2.1. – Terms of reference</p> <p>Part C3: Professional Board Notice</p> <p>C3.1 – Professional Board Notices</p>

Tender no: 19/1/9/1/55TB(23)

F.1.4	The Employer's agent is:	
	Name:	COLONEL TLOLANE
	Capacity:	Departmental Project Manager
	Address:	SAPS Expert Services De Havilland Crescent, Persequor Park, Pretoria
	Tel:	
	Cell phone no	079 830 8088
	E-mail:	TloaneT@saps.gov.za
F1.5.2	Insert the following:	
	".....tender/ bid offers, <u>save for all tenders being non-responsive</u> , re-issue a tender covering"	
F.2.1	For eligibility refer to Notice and Invitation to Tender PS1.1	
F.3.11	<p>A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. - Applicable</p> <p>One of the Directors must be a registered Professional Construction Project Manager or a Professional Architect in terms of the:</p> <p>Bidders who are registered professionals, registered in terms of the:</p> <p><input type="checkbox"/> Project and Construction Act, 2000 (Act no 48 of 2000).</p> <p><input type="checkbox"/> Architectural Profession Act, 2000 (Act 44 of 2000).</p> <p>(Proof of valid registration must be provided)</p>	
F.2.7	For particulars regarding a pre-bid clarification meeting, see Notice and Invitation to Tender PS1.1	
F.2.12	Alternative tender offer permitted:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
F.2.13.5	The Employer's address for delivery of tender/ bid offers and identification details to be shown on each tender/ bid offer package are as per Notice and Invitation to Tender PS1.1	
F.2.13.6 F.3.5	A two-envelope procedure will not be followed.	
F.2.15	The closing time for submission of tender/ bid offers is as per Notice and Invitation to Tender PS1.1	
F.2.16	The tender/ bid offer validity period is as per Notice and Invitation to Tender PS1.1	
F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.	
F.2.22	Not a requirement.	
F.3.4.1 F.3.4.2	The location for opening of the tender/ bid offers, immediately after the closing time thereof shall be at: <i>Bid Management, 117 Cresswell rd. Silverton, 0127.</i>	
F.3.11.1	The procedure for the evaluation of responsive tenders is: <i>Evaluation method 4</i>	

F.3.11	<p>Scoring Financial Offer:</p> <p>Tender offers will be scored using the following formula:</p> <p>A maximum of 80 points is allocated for price on the following basis:</p> <p>80/20</p> $Ps = 80 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$ <p>Where</p> <p>Ps = Points scored for comparative price of bid under consideration</p> <p>Pt = Comparative price of bid under consideration</p> <p>Pmin = Comparative price of lowest acceptable bid</p> <p>Scoring of Functionality:</p> <p>Functionality will be scored in terms of the score sheet for functionality.</p> <p>Only Bidders that score the minimum points of 60 out of a hundred will be evaluated on price and preference.</p>
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F.3.13.1	<p>Tender/ bid offers will only be accepted if:</p> <p>(a) the tenderer/ bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and</p> <p>(b) the tenderer / bidder has not:</p> <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) Failed to perform on any previous contract and has been given a written notice to this effect.
F.3.18	Provide to the successful tenderer/ bidder one copy of the signed contract document.

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LIST OF RETURNABLE DOCUMENTS

BID 19/1/9/1/55 TB(23)

**PROJECT NO: 19/1/9/1/55TB(23) : APPOINTMENT OF A
PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD
CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY
PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN
GAUTENG PROVINCE**

19/1/9/1/55TB (23)

PS2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable schedules required for tender evaluation purposes

- Resolution of Board of Directors (PS2.1.1) (NB!!)
- Schedule of proposed Sub-contractors (PS2.1.3)
- Capacity of Tenderer / Bidder (PS2.1.4)
- Record of Addenda to Tender Documents (PS2.1.7)
- Declaration of Interest (SBD 4)
- Preference Points Claim Form (SBD 6.1)
- Compulsory Clarification Meeting Certificate (PS2.1.9) (NB!!)
- Proof CSD Registration for main bidder and Sub Contractors

2. Other documents required only for tender evaluation purposes

- Registration Certificates, as required, issued by the relevant Registration Boards (in terms of the applicable Act).

3. Other documents that will be incorporated into the contract

- Form of Offer and Acceptance (C1.1)
- Contract Data (C1.2)
- Terms of Reference (C2)
- Professional Board notices (C3)

All the above-mentioned documents and schedules are compulsory. Failure to submit these documents, fully completed and with the necessary documentary proof may result in the tender being rejected.

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PS2.1.1: RESOLUTION OF BOARD OF DIRECTORS

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

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the South African Police Service 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, authorized 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			

Note:

1. * Delete which is not applicable
2. **NB. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise**
3. **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

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PS2.1.3: SCHEDULE OF PROPOSED SUBCONSULTANTS

Project title:	APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE
Tender no:	19/19/1/55 TB(23)

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

	Name and address of proposed Sub-consultant	Nature and extent of work with an indication of the % of the value that will be sub-contracted
1		
2		
3		
4		
5		
6		
7		
8		

Name of representative	Signature	Capacity	Date
Name of organisation:			

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PS2.1.4: CAPACITY OF TENDERER

Project title: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE			
Tender / quotation no:	19/1/9/1/55TB(23)	Closing date:	2023-11-30
Advertising date:	2023-10-25	Validity period:	90 days

1. **WORK CAPACITY:** (The Tenderer/ Bidder is requested to furnish the following particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)

1.1. Provide full particulars of employed personnel that managed similar projects with a similar contract value

2. PARTICULARS OF COMMITMENTS WHICH THE TENDERER/ BIDDER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

2.1. Current projects:

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount responsible for	Contract period	Date of commencement	Scheduled date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							

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".
Effective date Jan. 2009
For Internal & External Use

Page 2 of 3
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2.2. Previous projects:

Name of Tenderer/ Bidder	Signature	Date
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Any reference to words "Bid"
For Internal & External Use

the same meaning as the words "Tender" or "Tenderer"
Effective date Jan 2009

PS2.1.7: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE
Tender no:	19/1/9/1/55 TB(23)

1. I / We confirm that the following communications received from the South African Police Service before the submission of this tender/ bid offer, amending the tender/bid documents, have been taken into account in this tender/ bid offer. *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the South African Police Services before the submission of this tender/ bid offer, amending the tender documents.

Name of Tenderer	Signature	Date

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PS2.1.9: COMPULSORY CLARIFICATION MEETING CERTIFICATE

Project title:	APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE
Tender no:	19/1/9/1/55TB(23)
Closing date:	2023-11-30 11:00

This is to certify that I, _____

representing the company of _____

attended the clarification meeting on: 2023-11-15

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

LT-COL RIKHOTSO		2023-11-15
Name of SAPS Representative	Signature	Date

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**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 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) 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 (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80 / 90
SPECIFIC GOALS	20 / 10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = 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:

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

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 below 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 1: 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.)nm,

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race with at least 51% ownership		5		
Persons historically disadvantaged on the basis of gender with at least 51% ownership by women		5		
Persons with at least 51% ownership who are youth		5		
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership		5		
Non-compliant contributor		0		

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 proprietor
- Close corporation
- Public Company

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- 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.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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

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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 interest¹ 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

2.2 Do you, or any person connected with the bidder, have a relationship

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.

SBD4

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 consortium² 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.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² 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.

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.

3.6 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

FUNCTIONALITY CRITERIA:

BID 19/1/9/1/55 TB(23)

**PROJECT NO: 19/1/9/1/55TB(23) : APPOINTMENT OF A
PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT
FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM:
GA RANKUWA POLICE STATION IN GAUTENG PROVINCE**

FUNCTIONALITY SCORE CARD:

GAUTENG PROVINCE: NEW ELECTRICAL SUPPLY AND MEDIUM VOLTAGE / LOW VOLTAGE INFRASTRUCTURE AND SOLAR SYSTEM FOR BACKUP AT GA-RANKUWA

PROJECT CODE:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF A MULTI-DISCIPLINARY PROFESSIONAL TEAM.

Bidder evaluation criteria for functionality	Criteria	Scoring	Points allocated	Point
Similar work experience of the bidder	<p>Bidder to demonstrate experience in similar work done (Design of substation or mini substations reticulation)</p> <p>Attached appointment letter(s) or purchase order for the work done by various institutions</p>	<ul style="list-style-type: none"> • No appointment letter attached. • 1 to 2 similar projects of the value of R2 Million or above. • 3 to 4 similar projects of the value of R2 Million or above. • 5 and above similar project of the value of R2 Million or above. 	0 10 20 35/35
Location	The bidder must submit the proof (municipal rates or lease agreement) of offices around Gauteng	<ul style="list-style-type: none"> • No submission • Business physical address outside Gauteng • Business physical address within Gauteng 	0 3 5/5
Key Personnel	<p>The bidder to attach CVs and qualifications for key personnel</p>	<ul style="list-style-type: none"> • No Submission <p>Project Engineer:</p> <ul style="list-style-type: none"> • Registered Professional Engineer/ Professional Technologist (Electrical) (Minimum 3 years' experience after registration –attach ECSA certificate) <p>Engineer representative:</p> <ul style="list-style-type: none"> • Engineering Technologist: Electrical as minimum (Minimum 5 years' experience after qualification). 	0 20 10/40

		<ul style="list-style-type: none"> • Engineering Technician Electrical as minimum (Minimum 2 years' experience after qualification) • Qualified Draughts Person/CAD Operator (Minimum 2 years' experience after qualification) 	5	
TOTAL POINTS			80 Points	
PERCENTAGE			100%	
Minimum functionality score to qualify for further evaluation - 60%				

PART C:

CONTRACT

Part C1:

Agreements and contract data:

BID 19/1/9/1/55 TB(23)

APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE

NAME of BIDDER: _____

C1.1: FORM OF OFFER AND ACCEPTANCE

PROJECT NO: 19/1/9/1/55TB (23) : APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE

OFFER

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

The Tenderer, identified in the offer signature block, has examined the documents listed in the contract data, and by submitting this offer has accepted the conditions.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Professional Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for the rates as tendered in the document.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand (in words):	
Rand in figures:	

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

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

Company or Close Corporation:	Natural Person or Partnership:
And: Whose Registration Number is:	Whose Identity Number(s) is/are:
And: Whose Income Tax Reference Number is:	Whose Income Tax Reference Number is/are:

AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

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

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*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".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention".
For Internal & External Use

Effective date Jan. 2009

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PROJECT NO: 19/1/9/1/55TB (23) : APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE

SIGNED FOR THE TENDERER/ BIDDER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

The official documents

The official alternative

Own alternative (only if documentation makes provision therefore)

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

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

Other Contact Details of the Tenderer are:

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

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

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**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
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PROJECT NO: 19/1/9/1/55TB (23) : APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE

ACCEPTANCE

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

The terms of the contract, are contained in:

THE CONTRACT

Agreements and contract data

Form of offer and acceptance

Contract data

Letter of invitation

Conditions and annexures

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

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

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

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	South African Police Service
Address of Organisation:	Supply Chain Management Private Bag X254 Pretoria 0001

WITNESSED BY:

Name of witness	Signature	Date

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**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use

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PROJECT NO: 19/1/9/1/55TB (23) : APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE

Schedule of Deviations

1.1.1. Subject: NONE

Detail:

1.1.2. Subject:

Detail:

1.1.3. Subject:

Detail:

1.1.4. Subject:

Detail:

1.1.5. Subject:

Detail:

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

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

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*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".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
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CONTRACT DATA

Project title:	Appointment of Construction Project Management Practice / Architectural Practice as lead Consultant for the provision of full Multi-Disciplinary Professional Consultancy Services in Architecture, Civil & Structural Engineering, Electrical & Mechanical Engineering, Quantity Surveying and Construction Health & Safety Agent – Ga-Rankuwa SAPS: GAUTENG
Project no:	

CONDITIONS OF CONTRACT

The contract will be based on the CIDB Standard Professional Services Contract issued by the CIDB (July 2009) (Third Edition of CIDB document 1014) – obtainable from www.cidb.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data; amendments; additions; or omissions are applicable to this Contract.

CLAUSE	Contract Specific Data, Amendments, Additions and/or Omissions						
1	<p>The Employer is the Government of the Republic of South Africa in its department of South African Police Service. The period of performance is from inception of this contract until the Service Provider has completed all deliverables in accordance with the Scope of Works.</p>						
3.4 and 4.3.2	<p>The authorized and designated representative of the Employer is the departmental project manager: T TLOLANE</p> <p>The address for receipt of communications is: Private Bag X 254, Pretoria 0001</p> <table> <tr> <td>Tel No</td> <td>: 012 349 6059</td> </tr> <tr> <td>Cell No</td> <td>: 082 301 7805</td> </tr> <tr> <td>E-MAIL</td> <td>: TlolaneT@saps.gov.za</td> </tr> </table> <p>Physical address : SAPS Programme and Project Management, 18 De Havilland Crescent, Persequor Park, Lynnwood 0020</p> <p>Postal address : Private Bag X254 Pretoria 0001</p>	Tel No	: 012 349 6059	Cell No	: 082 301 7805	E-MAIL	: TlolaneT@saps.gov.za
Tel No	: 012 349 6059						
Cell No	: 082 301 7805						
E-MAIL	: TlolaneT@saps.gov.za						
3.5	<p>The services shall be executed in the Service Provider's own office, on the Project site and the office of the "Employer". No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.</p>						
3.6 3.7	<p>All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.</p>						
3.11.1	<p>Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof.</p> <p>A penalty amount of 0.1% of the contract amount will be applicable per target date, after which termination of the contract will be considered.</p>						

3.14	<p>Programme: A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent, to the departmental project manager, within a period of two (2) weeks following the briefing (handing over) meeting.</p>
	<p>The programme will be the result of the coordination of all appointed Service Providers' preliminary programmes submitted with their respective tenders and shall be in sufficient detail describing key milestones events and activities linked to the fastest realistic time frames in which the Service can be delivered. Milestones and events are to be listed based on the Terms of Reference described in the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may at the coordination stage be extended beyond the time frames outlined in the preliminary programmes of the various appointed Service Providers without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that programme was agreed upon by all during the said coordination action.</p>
	<p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers if required to promote the interest of the project.</p>
	<p>Project Execution Plan (PEP): A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager within a period of two (2) weeks following the briefing meeting</p>
	<p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
4.1.1	<p>Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the scope of works and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
5.4.1 5.4.2	<p>Professional Indemnity: Refer to paragraph C1.17 of the Terms of Reference document.</p>
5.5	<p>Service Provider's actions requiring Employer's prior approval: The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Deviate from the final clause 3.14 programme; 2. Deviate from the programme (delayed or earlier); 3. Deviate from or change the scope of work; 4. Change key personnel on the service.
8.1	<p>Commencement of Services The Professional Service Provider shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works within 14 days calculated from the date the Professional Service Provider is appointed.</p>

8.4 8.5	<p>Termination and/ or Deferment</p> <p>The Department reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion. The appointment, or any part thereof, shall be considered as having been terminated:</p> <ul style="list-style-type: none"> <input type="checkbox"/> if you are specifically so notified by the Department, or <input type="checkbox"/> where the project is deferred or delayed for a period of longer than two (2) years due to reasons not attributable to yourself; or <input type="checkbox"/> where the Department defers the project and instructions to resume or reinstate the work are not issued within two (2) years of the deferment instructions; or <input type="checkbox"/> if instructions, necessary for you to continue with the work after a delay or deferment instruction, are not received from the Department within six(6) months after such instructions were requested by you. <p>Should the agreement between you and the Department, or any part thereof, be terminated by either of the parties due to reasons not attributable to yourself and notwithstanding the provisions of any published fee scale or regulation promulgated in this regard:</p> <ul style="list-style-type: none"> <input type="checkbox"/> you will be remunerated for the appropriate portion of the work completed, calculated in accordance with the agreed fee scale as set out in the Terms of Reference and based on the estimated cost of the project, or applicable part thereof, at the time of execution provided that: <ul style="list-style-type: none"> • the estimate shall not exceed any cost limit(s) which you have agreed with the Department; or • no termination levy or similar percentage levy figure will be paid by the Department as a result of the termination of the appointment, irrespective of any reference thereto in any published fee scale or regulation; <input type="checkbox"/> you will be paid a surcharge equal to such losses (excluding future profits) and expenses as may have been caused by such termination of the agreement as can be substantiated by you. <p>After an instruction for the temporary deferment of the work is issued to you, or a delay occurs causing the deferment of the work to the project, an interim payment for the appropriate part of the work completed at that stage may be claimed. This shall be calculated in accordance with the agreed fee scale as set out in the Terms of Reference and based on the estimated cost of the project, or part thereof, at the time of execution provided that the estimate shall not exceed any cost limit(s) which you have agreed to with the Department.</p> <p>Should the work to the project be reinstated or resumed without significant change:</p> <ul style="list-style-type: none"> <input type="checkbox"/> within a period of two (2) years from the date of a deferment, the fee paid in accordance with the preceding paragraph as an interim payment will be regarded as part payment of the final amount due, calculated on the estimated cost of the project or the appropriate part thereof; <input type="checkbox"/> no fee shall be charged in respect of fluctuation in building costs during the period of deferment in respect of completed work and the balance of the fee due shall be calculated on the cost of the project; <input type="checkbox"/> and should additional services be required from you following the reinstatement or resumption of the deferred work, remuneration for such additional services may be considered on a <i>quantum meruit</i> basis; <input type="checkbox"/> the remuneration <u>must be agreed in writing</u> by the Department via the Departmental Project Manager <u>before</u> this work is undertaken. <p>Should it be necessary to remunerate you for a portion of the work, the estimated cost of such relevant part of the project shall be the estimate approved or an acceptable tender price received and accepted by the Department. The Department's decision regarding the value thereof is final and binding. Such estimated value shall exclude any allowances in respect of contingencies, contract price adjustments, plant and equipment.</p> <p>Should the work, or any part thereof, be damaged or destroyed at any stage prior to the completion of the project due to operations of war, fire, storm, flood or other causes over which you could not reasonably have had control, and the work is reinstated, the Department shall pay you an additional fee to be negotiated at such time in accordance with the nature and scope of the professional services required.</p>
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8.4.3(c)	The period of suspension under clause 8.5 is not to exceed two (2) years.
9	<p>The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Professional Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Professional Service Provider relinquishes its retention or any other rights to which it may be entitled.</p> <p>The copyright of all documents, recommendations and reports compiled by the Professional Service Provider during the course of and for the purposes of finalising the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Professional Service Provider.</p> <p>The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Professional Service Provider.</p> <p>In case of the Professional Service Provider providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Professional Service Provider shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.</p> <p>The Professional Service Provider hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.</p>
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.

13.	<p>Liability</p> <p>In the case of your firm being a sole proprietor, the principal of the firm, with the acceptance of this bid, in his/her personal capacity, (i) accepts full liability for the due fulfilment of all obligations in respect of the above mentioned appointment; and (ii) hereby indemnifies the Department, and undertakes to keep the Department indemnified, for a period of ten (10) years beyond the issuing of the Final Approval Certificate/ Final Delivery Certificate (whichever is applicable), in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the firm's intentional and/or negligent acts, errors and/or omissions in its performance on this appointment.</p> <p>In the case of your firm being a partnership consisting of only natural persons, the partners of the firm, with the acceptance of this bid, jointly and severally, in their personal capacity, (i) accept full liability for the due fulfilment of all obligations in respect of the abovementioned appointment; and (ii) hereby indemnify the Department, and undertakes to keep the Department indemnified, for a period of ten (10) years beyond the issuing of the Final Approval Certificate/ Final Delivery Certificate (whichever is applicable), in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the firm's intentional and/or negligent acts, errors and/or omissions in its performance on this appointment.</p> <p>The principals of the firm, with the acceptance of this bid, also renounce the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae and excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>In the event of your firm being a company, close corporation or any other enterprise with limited liability (including partnerships consisting of other than only natural persons), you must indemnify the Department as described in the Terms of Reference. The requirement that firms with limited liability hold Professional Indemnity Insurance (clause 5.4.1) is not intended to limit such firm's liability to the value of the Professional Indemnity Insurance held.</p>
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 10 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is unlimited.
13.6	The provisions of 13.6 do not apply to the Contract.
15.	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999).

STANDARD PROFESSIONAL SERVICES CONTRACT

(July 2009)
(Third Edition of CIDB document 1014)



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PREFACE

The Standard Professional Services Contract has been prepared for use by Employers when they engage firms or individuals (Service Providers) for the performance of knowledge-based expertise provided on the basis of trust.

This document is intended to be used with the procurement documents prepared in accordance with the provisions of SANS 10403: Formatting and Compilation of Construction Procurement Documents

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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Contract

The Contract signed by the Parties and of which these General Conditions of Contract form part.

Contract Data

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

Contract Price

The price to be paid for the performance of the Services in accordance with the Pricing Data.

Day

A calendar day.

Defect

A part of the Services, as performed, which does not comply with the requirements of the Contract.

Deliverable

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed.

Employer

The contracting party named in the Contract who employs the Service Provider.

Force Majeure

An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Key Persons

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

Others

Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

Parties

The Employer and the Service Provider.

Period of Performance

The period within which the Services are to be performed and completed, commencing from the Start Date.

Personnel

Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

Personnel Schedule

A schedule naming all Personnel and Key Persons.

Pricing Data

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

Project

The project named in the Contract Data for which the Services are to be provided.

Scope of Work

The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

Service Provider

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

Services

The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

Start date

The date on which the Services are to commence, as stated in the Contract Data

Subcontractor

A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

2. INTERPRETATION

2.1 Unless inconsistent with the context, an expression which denotes:

- a) any gender includes the other genders;
- b) a natural person includes a juristic person and vice versa;
- c) the singular includes the plural and vice versa.

2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the Contract Data shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. GENERAL

3.1 Governing law

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract

Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both)..

3.3 Language

- 3.3.1 The language of the Contract and of all communications between the Parties shall be English.
- 3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Notices

- 3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party
- 3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

- 3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.
- 3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.
- 3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Changes to the Contract Price or Period of Performance

3.9.1 The Service Provider is entitled to apply to the Employer for a change in Contract Price or the Period of Performance in the event that:

- a) a change in legislation takes place in accordance with the provisions of Clause 3.2;
- b) a variation to the Services is made in accordance with the provisions of Clause 3.8;
- c) the Employer or Others do not perform an action, provide access to people, places or things or perform work in accordance with the programme (see Clause 3.15);
- d) the contract is suspended in accordance with the provisions of Clause 8.5;
- e) the contract is restarted following a suspension; or
- f) an event occurs which neither Party could prevent and which prevents the Service Provider from completing the Services or a part thereof

3.9.2 The Service Provider shall submit proposals to change the Contract Price or the Period for Completion (or both) to the Employer within 6 weeks of becoming aware of an event described in 3.9.1 occurring, failing which, the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.

3.9.3 The Employer shall assess the changes to the Contract Price on the effect of the event on the Services based on time-based fees.

3.9.4 The Employer shall assess the changes to the Period of Performance on the basis of the time that planned completion as shown on the latest approved programme is delayed.

3.10 Sole agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.11 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trade marks and other forms of intellectual property such as copyrights.

3.12 Penalty

3.12.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.12.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.12.1, he may after giving notice to the Service Provider :

- a) terminate the Contract
- b) complete the Services at the Service Provider's cost.

3.13 Equipment and materials furnished by the Employer

- 3.13.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.
- 3.13.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.13.1 for their full replacement value.

3.14 Illegal and impossible requirements

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

3.15 Programme

- 3.15.1 The Service Provider shall, within the time period set out in the Contract Data and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, *inter alia*, include:
 - a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
 - b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
 - c) provisions for float;
 - d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
 - e) other information as required in terms of the Scope of Work or Contract Data.
- 3.15.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.
- 3.15.3 A programme shall be deemed to be approved if the Employer fails to approve such programme or give reasons for not approving a programme within three weeks of receipt of a request by the Service Provider to approve a programme.
- 3.15.3 The Service Provider shall update the programme:
 - a) unless otherwise stated in the Contract Data, every three months to reflect actual progress to date;
 - b) whenever a change in Period of Performance or Contract Price is applied for; and
 - c) whenever a change in the Period of Performance is changed by the Employerand submit such revised programme to the Employer for approval.

3.16 Price adjustment to time-based fees for inflation

- 3.16.1 Time-based fees which are stated in the Pricing Data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of 3.16.2 on each anniversary of the Starting Date.
- 3.16.2 The adjustment to the time-based fees shall be equal to:

$(CPI_n - CPI_s) / CPI_s$

where CPI_s = the indices specified in the Contract Data during the month in which the start date falls

CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls

4. EMPLOYER'S OBLIGATIONS

4.1 Information

- 4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.
- 4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

- 4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:
 - a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
 - b) provide all relevant data, information, reports, correspondence and the like, which become available;
 - c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
 - d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;
- 4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

The Employer shall immediately advise the Service Provider on becoming aware of:

- a) any matter other than a change in legislation which will materially change, or has changed the Services; or
- b) a material defect or deficiency in the Services.

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

- 5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

5.3 Designated representative

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

- 5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.
- 5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data,
- c) any other action that may be specified in the Contract Data.

5.6 Co-operation with Others

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 Notice of change by Service Provider

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6. CONFLICTS OF INTEREST

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

6.3 Independence

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

- 7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.
- 7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.
- 7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.
- 7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.
- 7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel in terms of a Personnel Schedule

- 7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.
- 7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.
- 7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.
- 7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:
 - a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
 - b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
 - c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

8.2 Completion

- 8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.
- 8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:
 - a) additional Services ordered by the Employer;
 - b) failure of the Employer to fulfil his obligations under the Contract;
 - c) any delay in the performance of the Services which is not due to the Service Provider's default;
 - d) *Force Majeure*; or
 - e) suspension.
- 8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.
- 8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or

inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 *Force Majeure*

- 8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.
- 8.3.2 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.
- 8.3.3 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 *Termination*

- 8.4.1 The Employer may terminate the Contract:
 - (a) where the Services are no longer required;
 - (b) where the funding for the Services is no longer available;
 - (c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
 - (d) if the Service Provider becomes insolvent or liquidated; or
 - (e) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;
- 8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).
- 8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:
 - (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
 - (b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
 - (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or
 - (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.
- 8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed

prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.

10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
- (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11. SUBCONTRACTING

11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.

11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.

11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.

11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12. RESOLUTION OF DISPUTES

12.1 Settlement

12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

12.3 Adjudication

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association of Arbitrators current at the date the arbitrator is appointed.
- 12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 Liability of the Service Provider

- 13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.
- 13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- (b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

- 13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:
 - a) the sum insured in terms of 5.4 in respect of insurable events; and
 - b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.
- 13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.
- 13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a

result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

- 13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.
- 13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
 - a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
 - b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:

- 14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.
- 14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 14.4 In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

15 AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.

PART C:

CONTRACT

Part C2:

Terms of Reference:

BID 19/1/9/1/55 TB(23)

APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE

NAME of BIDDER: _____



ANNEXURE A

2023-08-18

GAUTENG PROVINCE: NEW ELECTRICAL SUPPLY AND MEDIUM VOLTAGE / LOW VOLTAGE INFRASTRUCTURE AND SOLAR SYSTEM FOR BACKUP AT GA-RANKUWA

PROJECT CODE:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF A MULTI-DISCIPLINARY PROFESSIONAL TEAM.

A1. GENERAL CONDITIONS AND INFORMATION

A1.1 EXTENT OF AGREEMENT

The following documents shall constitute the essential terms and conditions of the agreement between electrical engineer and SAPS as "the Client":

- The letter of invitation
- Annexures to the letter of invitation
- Terms of reference
- Your offer accompanied by the completed schedule of disbursements C1.22 and Activity Schedule D3

A1.2 DEFINITIONS AND ABBREVIATIONS

"Agreement" means this document and the annexures listed in the schedule, which together form the agreement between the Client and the Lead consultant.

"Architect" means a person registered in terms of the Architectural Profession Act, Act No. 44 of 2000, under a specific category of registration, or the architectural professional's practice constituted as a legal persona appointed to provide the architectural service for the project.

"Board Notice" refers to the professional fees guidelines published by various built environment statutory professional bodies in the government gazette, at the end of a calendar year, to be applicable to the following calendar year.

"Budget" means the anticipated cost of the project and/or works, provided that estimates on which the budget is based shall be deemed to be valid.

"Built Environment" refers to the functional area in which registered persons practice. The built environment includes all structures that are planned and/or erected above or underground, as well as the land utilized for the purpose and supporting infrastructure.

"Client" means the party appointing the Lead Consultant to perform the services or any part thereof referred to in this document.

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“Client Representative” means the client designated representative ~~made~~ to act on behalf of the client and who shall be available at all reasonable times.

“Civil Engineer” means a professional Civil Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

“Construction Health and Safety Agent” means any competent person who acts as a representative for the client in managing health and safety on a construction project for the client and who has satisfied the registration criteria of the SACPCMP in terms of Section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000).

“Construction Project Manager” means a Professional Construction Project Manager registered in terms of the Project and Construction Profession Act, 2000 (Act No. 48 of 2000).

“Construction monitoring” means the process of administering the construction contract and over-seeing and/or inspecting the works, to the extent of the professional consultant’s engagement, for the purpose of verification that the works are being completed in accordance with the requirements of the contract that the designs are being correctly interpreted and that appropriate construction techniques are being utilized.

“Consultant” means a professional person/s or entity/entities appointed by the client to provide services in respect to the project.

“Contractor” means the entity or entities entering into the building contract for the execution of the works or part thereof.

“Electrical Engineer” means a Professional Electrical Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

“Fees and/or tariff of fees” means payment made to a consultant in exchange for advice or services.

“Landscape Architect” means a professional landscape architect registered in terms of the Landscape Architectural Profession Act, 2000 (Act No. 45 of 2000).

“Lead Consultant” means an electrical practice or firm that is professionally registered who enters into a contract with the client to provide full multidisciplinary professional services prescribed as by the client.

“Mechanical Engineer” means a Professional Mechanical Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

“Principal” means the proprietor, partner, director or member who bears the risks of the practice and takes full responsibility for the potential liabilities of the practice.

“Principal Agent” means the person appointed and authorized to fulfill the obligations of the principal agent in the agreed form of building contract.

“Principal Consultant” means the person or entity appointed by the client to manage and administer the services of all other consultants.

"Project" means the total development as defined on the scope of works by the client, including the professional services.

"Project Initiation Programme" is the programme devised by the Lead Consultant in consultation with their sub consultants and the client defining all the work necessary to be completed prior to commencement of work by the contractors.

"Quantity Surveyor" means a Professional Quantity Surveyor registered in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000)

"Specialist" means a built environment professional highly skilled in a specific and restricted field.

"Structural Engineer" means a Professional Structural Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000)

"Sub consultant" means all professionally registered persons or firms, other than employees of the Lead Consultant, who the Lead consultant appoints to provide built environment professional services for the client.

"Works" means all work executed or intended to be executed in accordance with the building contract.

A1.3 SCOPE OF SERVICE

Design, preparation of tender documents and drawings, supervision of construction work of complete electrical installations for the existing Ga-Rankuwa Police Station, Gauteng Province. Full Professional Services as per Board Notices (Stages 1 to 6) must be provided.

The lead consultant will be responsible for the appointment of the rest of the multidisciplinary professional team for provision of the following services:

- Architecture & Landscape Architecture
- Quantity Surveyor
- Civil and Structural Engineering
- Mechanical Engineering
- Construction Health & Safety Manager

The multidisciplinary core services that the lead consultant will provide per discipline are as follows:

The appointed Professional Electrical Engineer as a Lead Consultant to a Multi-Disciplinary Professional Team must ensure that the work done is in compliance with the National Building Regulations, South African Bureau Standards and where required comply with the latest standards and legislation.

The design and installation of the electrical infrastructure is to accommodate the total building approximate size of 16504 m².

The existing buildings on site consist of the following:

1. Community Service Centre with Shift Administration
2. Public administration and Stores
3. Crime Investigation Center
4. Crime Prevention Center
5. Cells
6. Car wash bay, cleaners' room, covered parking, etc.
7. Stores

The Electrical infrastructure shall comprise of the following but are not limited to:

- 1 No. Substation
- 2 No. Mini Substations
- Cabling infrastructure
- Hybrid Solar System/ Back-up System

A1.3.1 ENGINEERING PROFESSIONAL SERVICES (ELECTRICAL, MECHANICAL, CIVIL & STRUCTURAL).

All standard services as described in Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021

Stage 1: Inception

- 1.1. The client retains the sole mandate on inception process relating to the building contract however, the Electrical Engineer shall be called on to assist at the discretion of the client on the following duties: Assist in developing a clear project brief.
- 1.2. Attend project initiation meetings.
- 1.3. Advise on procurement policy for the project.
- 1.4. Advise on the rights, constraints, consents and approvals.
- 1.5. Define the scope of services and scope of work required.
- 1.6. Conclude the terms of the agreement with the Lead Consultant.
- 1.7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- 1.8. Determine the availability of data, drawings and plans relating to the project.
- 1.9. Advise on criteria that could influence the project life cycle cost significantly
- 1.10. Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables will typically include:

- Agreed scope of services and scope of work
- Signed agreement with the Lead consultant
- Report on project, site and functional requirements
- Schedule of required surveys, tests, analyses, site and other investigations
- Schedule of consents and approvals and related timeframes.

In addition, the lead consultant shall:

- 1.1. Facilitate the development of a Clear Project Brief
- 1.2. Establish the client's Procurement Policy for the Project
- 1.3. Manage the integration of the preliminary design to form the basis for the initial Viability assessment of the project
- 1.4. Prepare, co-ordinate and monitor a Project Initiation Programme
- 1.5. Facilitate the preparation of the Preliminary Viability Assessment of the project
- 1.6. Facilitate client approval of all Stage 1 documentation

Deliverables for the lead consultant will typically include:

- Project Brief
- Project Procurement Policy
- Signed Consultant/Client Agreements
- Project Initiation Programme
- Record of all meetings
- Approval by Client to proceed to Stage 2

Stage 2: Concept and viability

- 2.1. Co-ordinate and integrate the income stream requirements of the client into the concept design and feasibility
- 2.2. Manage and monitor the preparation of the project costing, quality and time.

- 2.3. Prepare and co-ordinate an Indicative Project Documentation and Construction Programme
- 2.4. Manage and integrate the concept and feasibility documentation for Presentation to the client for approval
- 2.5. Facilitate client approval of all Stage 2 documentation

Deliverables will typically include:

- Signed Consultant/Client Agreements
- Indicative Project Documentation and Construction Programme.
- Approval by Client to proceed to Stage 3

Stage 3 – Design Development (also termed detailed design)

Duties shall entail to develop the approved concept to finalize the design, outline specifications, cost plan, financial viability and programme for the project.

- 3.1. Incorporate client's and authorities' detailed requirements into the design.
- 3.2. Prepare design development drawings including draft technical details and specifications.
- 3.3. Review and evaluate design and outline specification and exercise cost control.
- 3.4. Prepare detailed estimates of construction cost.
- 3.5. Submit the necessary design documentation to local and other authorities for approval.

Deliverables will typically include:

- Design development drawings
- Outline specifications
- Local and other authority submission drawings and reports
- Detailed estimates of construction costs.

Stage 4 – Documentation and Procurement

The client retains the sole mandate on procurement process relating to the building contract however the Engineers shall be called on to assist at the discretion of the client on the following duties:

Duties shall entail to prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

- 4.1. Attend design and consultants' meetings.
- 4.2. Prepare specifications and preambles for the works.
- 4.3. Accommodate services design.
- 4.4. Check cost estimates and adjust designs and documents, if necessary, to remain within budget.
- 4.5. Formulate the procurement strategy for contractors.
- 4.6. Prepare documentation for contractor procurement.

- 4.7. Review designs, drawings and schedules for compliance with approved budget.
- 4.8. Call for tenders and/or negotiation of prices and/or assist the principal consultant or quantity surveyor where relevant.
- 4.9. Liaise, co-operate and provide necessary information to the client as required.
- 4.10. Evaluate tenders.
- 4.11. Prepare contract documentation for signature.
- 4.12. Assess samples and products for compliance and design intent.
- 4.13. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.

Deliverables will typically include:

- o Specifications
- o Services co-ordination
- o Working drawings
- o Budget construction cost
- o Tender documentation
- o Tender evaluation report
- o Tender recommendations
- o Priced contract documentation.

Stage 5 – Contract Administration and Inspection

Duties shall entail to manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

- 5.1. Attend site handover.
- 5.2. Carry out contract administration procedures in terms of the contract.
- 5.3. Prepare schedules of predicted cash flow.
- 5.4. Prepare pro-active estimates of proposed variations for client decision-making.
- 5.5. Attend regular site, technical and progress meetings.
- 5.6. Inspect the works for conformity to contract documentation as described under Clause 3.3.2 of the applicable Board notice
- 5.7. Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
- 5.8. Adjudicate and resolve financial claims by contractors.
- 5.9. Assist in the resolution of contractual claims by the contractor.
- 5.10. Establish and maintain a financial control system.
- 5.11. Clarify details and descriptions during construction as required.
- 5.12. Prepare valuations for payment certificates to be issued.
- 5.13. Witness and review of all tests and mock-ups carried out on site.
- 5.14. Check and approve contractor drawings for compliance with contract documents.
- 5.15. Update and issue drawings register.
- 5.16. Issue contract instructions as and when required.
- 5.17. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.

- 5.18. Inspect the works and issue practical completion and defects lists.
- 5.19. Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

Deliverables will typically include:

- Schedules of predicted cash flow
- Construction documentation
- Site visit reports (progress report and technical report)
- Drawing register
- Estimates for proposed variations
- Contract instructions
- Financial control reports
- Valuations for payment certificates
- Progressive and draft final accounts
- Practical completion and defects list
- All statutory certification and certificates of compliance as required by the local and other statutory authorities.

Stage 6 – Close-Out

Duties shall entail to fulfill and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project.

- 6.1. Inspect and verify the rectification of defects.
- 6.2. Receive, comment and approve relevant payment valuations and completion certificates.
- 6.3. Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
- 6.4. Prepare and/or procure as-built drawings and documentation.
- 6.5. Conclude the final accounts where relevant.

Deliverables will typically include:

- Valuations for payment certificates
- Works and final completion lists
- Operations and maintenance manuals, guarantees and warranties
- As-built drawings and documentation
- Close-out reports and final accounts

Specific Conditions of Service per Engineering Discipline

A. Electrical Engineering Summary of Work

Work must be performed by an electrical engineering business undertaking, which is under the fulltime supervision of a registered professional electrical engineer or a registered professional electrical engineering technologist, and which is owned and controlled by registered professionals by at least a percentage determined by the

Engineering Council of South Africa, in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000).

The following table 1 indicates a summary of work components that shall fall within the Electrical Engineering scope.

TABLE 1

DESCRIPTION	SCOPE of WORK
Electrical supply establishment (negotiate with supply authority and applications)	YES
Eskom electrical supply / line deviation (negotiate with supply authority and application)- WHEN APPLICABLE	YES
Substation and mini substations (including switchgear, protection and metering etc.)	YES
Connection with local authority low/medium voltage infrastructure (metering kiosk, main supply circuit breakers etc.)	YES
Electrical and solar reticulation and distribution system	YES
DESCRIPTION	SCOPE of WORK
Electrical reticulation and cabling of site and buildings including low voltage distribution boards, lightning and surge protection	YES
Installation of power skirting, power points, switched socket outlets and luminaries	YES
Perimeter and vehicle circulation area lighting	YES
Telephone and data - reticulation routes and layouts only	NO
CCTV - reticulation routes only	NO
Electronic access control - reticulation routes only	NO
Installation of intercoms	NO
Installation of panic button with combined siren/strobes	NO
Installation of walk through metal detector and provision of handheld scanners	NO
Emergency power generator (if applicable)	YES
Uninterrupted power supplies (UPS) (if applicable)	NO
Inverters, battery backup / solar system (if applicable)	NO
Lightning protection (building roof lines, covered parking, generator canopy and water tank stand)	YES
Electronic fire detection (Mechanical Discipline)	NO
Electrical fencing	NO
Borehole pump – electrical point of supply only (if applicable)	YES
Fire water booster pumps and domestic water pressure pump – electrical points of supply only(if applicable)	YES
Testing, commissioning and certification	YES
Training & training certificates: (1) Protection System (2) Generator operation (3) New system installed	YES
Handover documentation including as built drawings, commissioning documentation, certificates of compliance, training certificates, equipment manuals, comprehensive closeout report and electrical final account	YES

B. Mechanical Engineering Services Summary of Work

The scope of work entails the design of a complete mechanical engineering system, preparation of tender documents including drawings, and specifications, and supervision of construction work. The table below does not provide the entire scope of work to be covered, therefore the professional mechanical engineer/ Technologist shall consider all the concepts, compliance standards, and regulations when designing the required system (including new technology/ system). This include appointing a Fire Engineer and ensure compliance with the local Authority.

Work must be performed by a mechanical engineering business undertaking, which is under the fulltime supervision of a registered professional mechanical engineer or a registered professional mechanical engineering technologist, and which is owned and controlled by registered professionals by at least a percentage determined by the Engineering Council of South Africa, in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000).

The following table indicates a summary of work components that shall fall within the Mechanical Engineering scope:

DESCRIPTION	SCOPE OF WORK
Air-conditioning and ventilation systems (HVAC)	YES
Sprinkler systems/ Fire extinguishers/ Fire hose reels where required/ Fire-fighting equipment	YES
Gas reticulation systems where required	YES
Rational fire design	YES
Electronic fire detection	YES
Fire water booster pump, domestic water pressure pump, control gear and protection	YES
Testing, commissioning and certification	YES
Handover files with as built drawings, commissioning documentation, certificates of compliance, training certificates and equipment manuals.	YES

C. Civil and Structural Engineering Services

Work must be performed by a structural engineering firm, which is under the fulltime supervision of a registered civil and structural professional engineer or a registered professional engineering technologist, and which is owned and controlled by registered professionals by at least a percentage determined by the Engineering Council of South Africa, in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000),

The core scope of services include and **not limited to**

- Substation structural designs
- Storm water drainage

- Bulk earthworks
- Cable trenching

Civil and Structural deliverables shall include:

- Design development drawings
- Outline specifications
- Local and other authority submission drawings and reports
- Detailed estimates of construction costs.
- Terrace civil layouts and details (bulk earthworks)
- Storm water reticulation plans and details.
- Electrical cable route layout plans
- Substation foundation plans and detailing
- Reinforcement and bending schedule details.
- Structural details for foundations, roof and detail footing

Additional Geotechnical Engineering Services

Geotechnical services scope is to assess ground conditions and to determine founding conditions for substation and electric cabling routes including but not limited to the following:

- Ground stratigraphy and underlying geology
- Identification of potential geological / geotechnical constraints
- Excavatability
- Sidewalls stability (for trenching)
- Groundwater conditions
- Potential corrosivity
- Characteristics and strength of founding material

Work must be performed by a registered professional civil engineer or an professional engineering geologist.

***The Civil Engineer shall be required to appoint a Land Surveyor to re-establish site boundaries, benchmarks, site pegs and any necessary topographical information if deemed required.**

A 1.3.2. ARCHITECTURAL PROFESSIONAL SERVICES

All standard services as described in Stages 1 to 6 as per Board Notice 307 of 2022: Final Guideline Professional Fees issued in terms of Section 34 (2) of the Architectural Profession Act, 2000 (Act No 44 of 2000), published in the Government Gazette No. 45554, dated 15 July 2022 but not limited to.

- Receive, appraise and, report on the client's requirements with regard to the client's brief.
- Determine the site, rights, constraints, and conditions to carry out the required design.
- Determine the requirements for the structure/s to house the sub-stations including the design of the structure, suitable applications, and materials to be used.
- Plan and design 1 new sub-station and 2 new mini sub-stations, the positioning of the

structures which will house the sub-station taking into consideration the circuit flow and the existing structures on site. (Include the existing buildings, walls, fences, etc. on drawings with the new structures)

- Consult with local and statutory authorities.
- Prepare documentation required for local authority building plan application submission (Council Submission Drawings)
- Prepare documentation required for construction purposes including specifications and detailed drawings.

The works shall be done in accordance with the following stages:

Stage 1: Inception

- 1.1. Receive, appraise and report on the client's requirements with regard to the client's brief;
- 1.2. Determine the site and rights and constraints;
- 1.3. Determine budgetary constraints;
- 1.4. Determine the need for consultants;
- 1.5. Determine indicative project timelines;
- 1.6. Determine methods of contracting; and
- 1.7. Whether other statutory authority applications are required or desirable.

Stage 2: Concept and viability (concept design)

- 2.1. Prepare an initial design concept and advise on:
 - The intended space provisions and planning relationships;
 - Proposed materials and intended building services; and
 - The technical and functional characteristics of the design.
 - Check for conformity of the concept with the rights to the use of the land.
- 2.2 Consult with local and statutory authorities.
- 2.3 Review the anticipated costs of the project.
- 2.4 Review the project programme.

Stage 3: Design Development

- 3.1. Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections;
- 3.2. Review the programme and budget with the client, principal consultant or other consultants;
- 3.3. Coordinate other consultant's designs into building design (**including SAPS-Information technology requirements and other client stakeholder units.**).
- 3.4. Prepare design development drawings including drafting technical details and material specifications;
- 3.5. Discuss and agree on the building plan application and approval requirements with the local authority;

Stage 4: Documentation and procurement Stage 4.1

- 4.1. Prepare documentation required for local authority building plan application

- 4.2. submission;
- 4.3. Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- 4.4. Review the costing and programme with the consultants;
- 4.5. Obtain the client's authority, and submit documents for approval at the local authority.

Stage 4: Documentation and procurement Stage 4.2

The client retains the sole mandate on procurement process relating to the building contract however, the Architect shall be called on to assist at the discretion of the client on the following duties:

- 4.5. Prepare specifications for the works;
- 4.6. Complete technical documentation sufficient for tender;
- 4.7. Obtain offers for the execution of the works;
- 4.8. Evaluate offers, and recommend a successful tenderer for appointment;
- 4.9. Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- 4.10. Complete all remaining technical and construction documentation and coordinate same with the consultants;

Stage 5: Contract administration and supervision

- 5.1. Administer the building contract;
- 5.2. Give possession of the site to the contractor;
- 5.3. Issue construction documentation;
- 5.4. Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
- 5.5. Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards;
- 5.6. Administer and perform the duties and obligations assigned to the principal agent in the building contract;
- 5.7. Manage the completion process of the project;
- 5.8. Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

Stage 6: Close-out

- 6.1. Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project.
- 6.2. When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion.
- 6.3. Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and subcontractors.

A1.3.2.1 Additional Services

The Architect will be required in accordance to clause 13.1 (v) of the board notice on additional services to provide:

- A. Landscape Architect services (hard and soft landscaping services) including but not limited to the design and installation of gardens.

The fees of this additional service shall be deemed to be included in the tender offer as per clause 14 A of the board notice, no.91 of 2020.

A1.3.3. CONSTRUCTION HEALTH AND SAFETY PROFESSIONAL SERVICES

All standard services Stages 1-6 as described in Board Notice 167 of 2019: South African Council for the Project and Construction Management Professions, Project and Construction Management Professions Act, 2000 (Act 48 of 2000).

The main scope of work for the Occupational Health & Safety Consultant is to develop a comprehensive Health & Safety project specification, evaluate and approve the health and safety plan submitted by the appointed contractor. The Health & Safety agent is required to monitor and ensure compliance with the Occupational Health and Safety regulations in accordance with the latest Occupational Health and Safety act.

The following standard documents shall be applicable:

- Occupational Health and Safety Act 85 of 1993 (OHS Act).
- All regulations published in terms of the OHS Act.
- Construction Regulations, 2014
- SABS codes referred to by the OHS Act.
- Contract Documents
- Basic Conditions of Employment Act (Act 75 of 1997)
- National Environmental Management Act 107 of 1998 and all Regulations
- Compensation for Occupational Injuries and Diseases (COID) Act No.130 of 1993
- Code of Practice as published by the South African Council for the Project and Construction Management (SACPCMP).
- CIDB Code of Conduct.

A1.3.4. QUANTITY SURVEYING PROFESSIONAL SERVICES

Unless otherwise stated, the Quantity Surveyor duties will cover all standard services for building work contracts with bills of quantities as described in Stages 1 to 6 in Clause 10.6 of Board Notice 170 of 2015: Amended guideline professional fees set out in the 2015 Tariff of Professional Fees determined by the South African Council for the Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000).

Work must be performed by a Quantity Surveying practice, which is owned and controlled by registered professional quantity surveyors, by at least a percentage determined by the South African Council for the Quantity Surveying Profession in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Quantity

Surveying Profession Act, 2000 (Act no 49 of 2000)

Services shall also include the following:

Cost planning and cost control - The Quantity Surveyor will be responsible for cost planning and cost control strictly within the approved accommodation requirements of the project and must provide the Lead consultant with the necessary cost information. The Quantity Surveyor must also assist the Architect in comparing the planned space with the accommodation requirements during all planning stages.

Cost Estimates - The Quantity Surveyor must, on a regular basis, provide to the professional team with updated estimates and cost information for cost control purposes. It will be expected of the quantity surveyor to provide information in respect of the following project design matters:

- Design economy
- Potential savings
- Value for money
- Alternative materials and prices

For design cost management purposes, the appointed quantity surveyor must during the following design stages, prepare and submit stage estimates to the client for each project:

The following Quantity Surveying services are required:

Stage 1: Inception

- 1.1. Assisting in developing a clear project brief
- 1.2. Attending project initiation meetings
- 1.3. Advising on the procurement policy for the project
- 1.4. Advising on other professional consultants and services required
- 1.5. Defining the quantity surveyor's scope of work and services
- 1.6. Concluding the terms of the client/quantity surveyor professional services agreement with the client
- 1.7. Advising on economic factors affecting the project
- 1.8. Advising on appropriate financial design criteria
- 1.9. Providing necessary information within the agreed scope of the project to the other professional consultants and for which the following deliverables are applicable:
 - Agreed scope of work
 - Agreed services
 - Signed client/quantity surveyor professional services agreement

Stage 2: Design Concept & Viability

The quantity surveyor will be required to undertake initial cost appraisal based on project scope and finalized project concept, and will be required to prepare and submit the following documents:

- Preliminary/conceptual estimate
- A report indicating whether or not the preliminary estimate exceeds the preliminary budget, the margin of variance and the reason for the variance.

The detailed tasks shall be as follows:

- 2.1. Agreeing the documentation programme with the principal consultant and other professional consultants
- 2.2. Attending design and consultants' meetings
- 2.3. Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants
- 2.4. Receiving relevant data and cost estimates from the other professional consultants
- 2.5. Preparing preliminary and elemental or equivalent estimates of construction cost
- 2.6. Assisting the client in preparing a financial viability report
- 2.7. Auditing space allocation against the initial brief
- 2.8. Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants and for which the following deliverables are applicable:
 - Preliminary estimate(s) of construction cost.
 - Elemental or equivalent estimate(s) of construction cost
 - Space allocation audit for the project

Stage 3: Design Development

The Quantity Surveyor will be required to prepare and submit a cost plan, which must consist of the following documents:

- Elemental estimate
- A report indicating whether the present (elementary) estimate differs from the previous (preliminary) estimate, whether or not the preliminary budget is exceeded, the margin of variance and the reason for the variance.

The detailed tasks shall be as follows:

- 3.1. Preliminary estimate(s) of construction cost Elemental or equivalent estimate(s) of construction cost Space allocation audit for the project
- 3.2. Reviewing the documentation programme with the principal consultant and other professional consultants
- 3.3. Attending design and consultants' meetings
- 3.4. Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with the other professional consultants
- 3.5. Receiving relevant data and cost estimates from the other professional consultants
- 3.6. Preparing detailed estimates of construction cost Assisting the client in reviewing the financial viability report
- 3.7. Commenting on space and accommodation allowances and preparing an area schedule
- 3.8. Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants and for which the

following deliverables are applicable:

- Detailed estimate(s) of construction cost
- Area schedule

Stage 4: Tender Documentation & Procurement

The client retains the sole mandate on procurement process relating to the building contract however, the Quantity Surveyor shall be called on to assist at the discretion of the client on the following duties:

The Quantity Surveyor will be required to carry out cost checks on cost target of each element to confirm the accuracy of the cost limit (budget) as part of design cost control. Prepare and submit a pre-tender estimate which must consist of the following documents:

- Approximate quantities estimate
- A report indicating whether or not the present (approximate quantities) estimate differs from the previous (elemental) estimate, the margin of variance and the reason for the variance.
- A report indicating whether or not the preliminary budget is exceeded, the margin of variance and the reason for variance.
- Tender documentation and production information.
- Projected cash flow

The detailed tasks are as follows:

- 4.1. Attending design and consultants' meetings
- 4.2. Assisting the principal consultant in the formulation of the procurement strategy for contractors, subcontractors and suppliers
- 4.3. Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability
- 4.4. Preparing documentation for both principal and subcontract procurement
- 4.5. Assisting the principal consultant with calling of tenders and/or negotiation of prices
- 4.6. Assisting with financial evaluation of tenders
- 4.7. Assisting with preparation of contract documentation for signature and for which the following deliverables are applicable:

- Budget of construction cost
- Tender documentation
- Financial evaluation of tenders
- Priced contract documentation

Stage 5: Contract Administration and Inspection

- 5.1. Attending the site handover
- 5.2. Preparing schedules of predicted cash flow
- 5.3. Preparing pro-active estimates for proposed variations for client decision-making
- 5.4. Attending regular site, technical and progress meetings

- 5.5. Adjudicating and resolving financial claims by the contractor(s)
- 5.6. Assisting in the resolution of contractual claims by the contractor(s)
- 5.7. Establishing and maintaining a financial control system
- 5.8. Preparing valuations for payment certificates to be issued by the principal agent
- 5.9. Preparing final account(s) including re-measurement(s) as required for the works on a progressive basis and for which the following deliverables are applicable:
 - o Schedule(s) of predicted cash flow
 - o Estimates for proposed variations
 - o Financial control reports
 - o Valuations for payment certificates
 - o Progressive and draft final account(s)

Stage 6: Project Closeout

- 6.1. Preparing valuations for payment certificates to be issued by the principal agent
- 6.2. Concluding Final Account(s) and for which the following deliverables are applicable:
 - o Valuations for payment certificates
 - o Final account(s)

A1.4 LOCATION OF PROJECT

GA-RANKUWA POLICE STATION

Location : Tshwane municipality, Gauteng Province

Description : 6342 Kgotleng Street, Zone 5, Ga Rankuwa Police Station

A1.5 PROJECT DURATION / PRELIMINARY TARGET DATES

The client approved planning period (stage 1 - 4) for all disciplines is **TEN (10) weeks** from appointment of the lead consultant and construction (stages 5 & 6) is **Twelve (12) months** from the date of appointment of the successful contractor. Site meetings will consist of progress and technical meetings every two weeks.

Work Stages Target Durations are as follows:

- Stage 1 and 2 Inception & concept and viability: **1 Week**
- Stage 3 Design Development: **8 Weeks**
- Stage 4 Tender Documentation: **1 Weeks**
- Stage 5 & 6 Construction and close-out: **12 Months**

A1.6 INFORMATION AVAILABLE FROM THE CLIENT

- Five Star 2012 specifications for new police facilities (**Source website:** public.gov.za/consultantsdocs.html)

NB: All designs shall be issued in editable digital format to the successful bidder on appointment.

A1.7 CLIENT REPRESENTATIVE

The Client Representative for the project is:

SAPS Departmental Project Manager Colonel T TLOLANE

Cell: 079 830 8088

Email: TlolaneT@saps.gov.za

The Client Representative for Technical is:

SAPS Departmental Electrical Engineer Colonel M MULAUDZI

Cell: 079 890 6493

Email: MulaudzimD@saps.gov.za

The SAPS reserves the right to replace the mentioned Client Representative with another member of its staff or any individual / firm from the private sector should it be deemed necessary at any stage during the execution of the project.

A1.8 INFORMATION REQUIRED FROM THE APPOINTED LEAD CONSULTANT

Based on the scope of works and services required the lead consultant must provide a comprehensive **Project Execution Plan (PEP)** prior to commencement of works (within 2 weeks after being commissioned). The PEP be expected at minimum consist of the following aspects:

- Key project tasks and expected deliverables
- The project risks and opportunities
- The project processes, resources and programming until construction start
- Defines all project stakeholders, their roles and responsibilities
- Project projected cash flows per work stage
- Defines all allocated project team members including; an organogram indicating the levels of authority and areas of responsibility of all professional and technical staff that would be employed on the project. This organogram must be accompanied with full curriculum vitae of the team members and **certified proof of professional registrations** with the relevant statutory professional bodies.

A1.9 MINIMUM TECHNICAL PROJECT TEAM COMPOSITIONS

The project team composition and level of responsibility shall be in strict accordance to the prescribed Identification of work (IDoW) categories in the respective board notices. The following six (**6 No.**) **Professionals** shall be the minimum team composition that the Lead

Consultant shall be expected to provide for the project. **Proof of all professional registrations must be attached and failure to do so shall result in disqualification. Proof must be in the form of Council Certificates or Letter of Good Standing from the respective Councils. Failure to meet the minimum post-registration experience will also lead to disqualification.**

- A1.9.1 Professional Architect - Registered with SACAP (with a minimum of 3 years' experience post registration)
- A1.9.2 Professional Quantity Surveyor - Registered with SACQSP (with a minimum of 3 years' experience post registration)
- A1.9.3 Professional Civil and Structural Engineer / Professional Civil and Structural Technologist - Registered with ECSA (with a minimum of 3 years' experience post registration)
- A1.9.4 Professional Electrical Engineer/ Professional Electrical Technologist with built environment experience - Registered with ECSA (with a minimum of 3 years' experience post registration)
- A1.9.5 Professional Mechanical Engineer / Professional Mechanical Technologist with built environment experience - Registered with ECSA (with a minimum of 3 years' experience post registration)
- A1.9.6 Construction Health and Safety Manager with built environment experience- Registered with SACPCMP (with a minimum of 3 years' experience post registration)

NB: The Lead Consultant shall be expected to seek client approval prior to making any substitutions or changes to the team members approved on appointment. The Lead Consultant shall formally request substitution of any team professional member. Proposed new team member curriculum vitae and professional qualifications must meet the minimum qualification prescribed for the position should be submitted.

****** All project meetings shall be attended by all disciplines in the multidisciplinary team and representation shall be the professionally registered professional / service provider of each particular discipline as per CVs approved.**

Any deviation from this provision may result in the cancellation of this agreement.

B1 EXTENT OF SERVICES (FULL SERVICE) - (FEE INCLUSIONS AND EXCLUSIONS)

The professional team must, in the price offer, make provision for, and include all, professional costs for involvement in the design and coordination for the provision of all services outline in section A1.3.

No professional fees, in excess of what was tendered, will be considered for professional work performed, and time spent, by the lead consultant in any matters

associated with these items.

C1 PERCENTAGE BASED FEES (AS INCREASED OR DECREASED)

C1.1 REMUNERATION FOR SERVICES

The professional services fees shall be calculated per discipline in accordance to the provisions of the respective board notices with any adjustments offered by the bidder in the final fee schedule in section D3 subject to the specific terms and conditions stated elsewhere in the agreement.

C1.1.1 Architectural Discipline

In accordance with the provisions per Board Notice 307 of 2022: Final Guideline Professional Fees issued in terms of Section 34 (2) of the Architectural Profession Act, 2000 (Act No 44 of 2000), published in the Government Gazette No. 45554, dated 15 July 2022.

C1.1.2 Quantity Surveying Discipline

The tariff of fees payable and applicable to this appointment will be calculated in accordance with the Guideline Tariff of Professional fees (2015) as published in Board Notice 170 in Government Gazette No 39134 dated 28 August 2015 as prescribed by the South African Council for the Quantity Surveying Profession in terms of the Section 34 (2) of the Quantity Surveying Professions Act, 2000 (Act No. 49 of 2000).

Consultant's attention is specifically drawn to Clause 10.49 of the abovementioned Tariff of Professional fees, which defines "**Value for Fee Purposes**". Value for fee purposes shall exclude electrical and mechanical services ancillary to building services.

C1.1.3 All Engineering Services (Structural, Civil, Electrical and Mechanical Engineering Disciplines)

All standard services as described in Board notice 22 of 2021 Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Gazette No. 44333 published on 26 March 2021

Part of the normal services of the consulting Mechanical and Electrical Engineer on all projects includes the provision of services related to all financial matters such as calculation of quantities, cost estimates, cost control and procurement process. This clause supersedes clause 3.2 normal services.

C1.1.4 Construction Health and Safety Agent Discipline

In accordance to with the provisions of Board Notice 167 of 2019: South African Council for the Project and Construction Management Professions, Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000).

C1.2 PARTIAL SERVICES

Where disciplines are required to perform a portion of the standard services only, the relevant portion of the works shall be payable in accordance to the applicable fees in the Board Notice or as pre-approved by the client.

C1.3 PAYMENTS OF PROFESSIONAL FEES

C1.3.1 Interim Payments of Professional Fees

The professional fees are based on the following parameters:

- a) Scope of services;
- b) Scope of the **project/works**;
- c) **Project** programme;
- d) Cost of the **project**;
- e) Appointment of other **consultants (if applicable)**;
- f) Appointment of a **contractor(s)**.

Interim payments shall be done on stage-by-stage basis and only once the team deliverables of the particular stage have been met.

All fee claims must be accompanied by a copy of the order form, reflecting the amount(s) on which your fees are based. The onus, however, rests on the Lead Consultant to calculate the fees on the appropriate value and according to the correct fee scale, read in conjunction with the letter of Invitation.

C1.3.2 Adjustments of Professional Fees

Professional fees will, save the provisions of Paragraph C1.3.1 above, only be adjusted upon the appointment of the contractor, as well as upon completion of the final account and project closeout (stage 6).

Any adjustments to the professional fees must be requested in writing accompanied by a detailed motivation for the request in accordance to the provisions of the relevant board notice or provisions in this agreement. It should be noted that no adjustments to the fees will be made automatically without the request of the Lead Consultant.

If the project is cancelled after the end of Pre contract stages (Stage 4) the client approved pre tender estimate shall be the one representing the value of the Works and will be the basis of fee calculation (which for purposes of final pre contract payments will be deemed to be 80% of the client approved pre tender estimate).

If tenders were received but not awarded, the lowest acceptable tender price will be used as base for the calculation of fees, unless acceptable motivation can be provided to prove that such amount is unreasonable.

C1.5 INTERIM PAYMENTS FOR STAGE 5

Interim payments for Stage 5 will be allowed as defined in C1.1 under "**Remuneration for Services**" above. One third of the fees for Stage 5, however, will be apportioned to the draft final account which must be a complete draft final account for the Project, or any separate identifiable phase of the Project, complete in all respects for the Employer to verify for correctness. Interim payments for the draft final account will be allowed only when the Employer has received this.

C1.6 FEES FOR STAGE 6

The Consultant shall be allowed **120 working days** from date of practical completion to prepare, conclude and settle the final account.

C1.7 FEES FOR DOCUMENTATION FOR WORK COVERED BY A PROVISIONAL SUM

The **ONLY** provisional sum items that shall be allowed shall be for:

- Contract Price Adjustment provision (CPAP)
- Any other scope formally approved by the client.

All design related aspects of the project shall be fully measured and no provisional sums shall be allowed for these items.

The documentation fee in respect to the allowable provisional sums shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn up by the **Consultant** in respect of each section of such work.

C1.8 TIME CHARGES FOR WORK DONE UNDER A PERCENTAGE BASED FEE

Not applicable

C1.9 FEES FOR ALTERNATIVE TENDERS

No fee shall be payable for documentation prepared for alternative tenders involving the mere substitution of material not requiring any measurements or calculation.

C1.10 REPLICATIONS

With regard to replications and duplication, all professional disciplines will be required to execute their work in the most economical manner in the best interest of the SAPS.

To this end the former shall consult at an early stage to determine the requirements of the SAPS with regard to repetitive units, buildings or structures (without significant change) in the documentation for the project.

Further to relevant clauses of each professional discipline's tariff of professional fees, the fees in respect of replications and duplications shall be extended to include the replication of individual distinct repetitive units, buildings or structures, without significant change with the said building contractor of a previous building contract, such as (but without limiting the intention of this conditions of appointment).

C1.11 CANCELLATION OR ABANDONMENT

Should instructions having been given by the **Client** to the **Professional Team** to proceed with any of the **stages of services** set out in clause A1.3 and the whole or part of the **works** is cancelled or abandoned, the team shall be remunerated for these services on satisfactory completion of the prescribed deliverable of the relevant stage. Remuneration shall be in accordance to the provisions set out in the relevant clauses in this agreement failing which the provisions of the board notices shall apply.

C1.12 EXTENDED INITIAL CONTRACT PERIOD

In the event of the initial **contract** period being exceeded by more than 20%, through no fault of the **professional consultancy team**, the **consultant** shall be remunerated for all additional work (on proven basis) over and above the period exceeding the additional 20%, resulting from the extension of time. Remuneration shall be applied on a pro rata basis based on the accepted percentage fee offer of the Lead Consultant.

The consultant shall be expected to make a formal application with motivation for the extension of the initial contract period for client for approval prior to undertaking any additional service. A consolidated application shall be made through the Lead Consultant.

NB: This clause supersedes any provisions made in the all board notices mentioned in the terms of reference in regards to fees on extended initial contractual contract period.

The initial contractual and actual construction period shall be taken as commencing on the same day and all time periods shall be calculated in calendar days without any deduction for builder's holidays.

C1.13 PUBLIC FINANCE MANAGEMENT ACT

The Professional Team must first seek formal written approval from Client Representative for any decisions that have any financial implications in compliance with the Public Finance Management (Act No. 1 of 1999) before any changes to the original scope of works are effected or before any instruction is issued to proceed with work which has a financial implication.

NB: No additional services, which have any financial consequences, should proceed without prior formal written approval from the client.

C1.14 ADDITIONAL SERVICES

The **Consultant** shall be expected to obtain written approval for any additional services that are beyond the normal services as prescribed in the respective disciplines board notices prior to their execution.

The basis of remuneration of these services shall be negotiated and agreed upon between the Lead Consultant and the client prior to written approval and commencement of the services.

C1.15 QUALITY ASSURANCE SYSTEM

No separate payment shall be made for the implementation of a quality management system in line with available and accepted quality management standards as contemplated in any prevailing legislation which has a bearing on the execution of any of the duties of the project team, including but not limited to the relevant legislation applicable to each of the respective discipline and its respective codes of conduct.

The cost of providing this service shall be deemed included in the percentage-based fee tendered for normal services.

Project Execution Plan (PEP), shall be required to demonstrate how Total Quality Assurance will be executed and managed for the duration of the appointment. It is expected that, a comprehensive Quality Assurance Report shall be updated and submitted every second month to Client Representative without fail.

C1.16 ENVIRONMENTAL IMPACT ASSESSMENT

Not Applicable

C1.17 PROFESSIONAL INDEMNITY

Each discipline shall be expected to provide professional indemnity insurance to an amount equal to one and a half times the fees offered, and shall, upon appointment, issue to the client a valid certificate to that effect from the underwriting company or broker.

The **Lead Consultant** shall for the duration of the project ensure that the full multidisciplinary professional team maintains their professional status and shall provide proof of all professional status from the relevant governing bodies as when called upon by the client.

C1.18 PENALTY

If due to lead consultant negligence or for reasons within their control, the electrical and mechanical engineer does not perform the services within the period of performance, the employer shall without prejudice to their other remedies under the agreement or in law, be entitled to levy a penalty for every day or part thereof, which shall elapse between the end of the period specified for performance, or an extended period of performance, and the actual date of completion at the rate of **0.1% of the contract amount. Actual per working day penalty amount shall be included in the letter of award.**

C1.19 LIMIT OF LIABILITY

The minimum amount of compensation payable by the Lead Consultant to the Client in respect of liability under this agreement or as a result of work executed in terms of this agreement is limited to an amount equal to TWICE the amount of fees payable by the client to the Lead Consultant under agreement, or any amount becoming available under the professional indemnity insurance stated in the schedule (with the Lead Consultant contributing any excess, required in terms of the professional indemnity insurance), whichever is the highest.

C1.20 SET OFF

The Client reserves the right to set off against any amount payable to the Lead Consultant, any sum owed by the Lead Consultant to the Client in respect of this or any other project.

C1.21 DISBURSEMENTS

The cost of typing, printing, duplicating work, forwarding charges, traveling and subsistence, traveling time, traveling cost, hired vehicles, subsistence allowance, etc., is deemed to be included in the percentage fee and no separate payments shall be made in this regard

Further to the above it is required from the bidder to indicate, in the Schedule in Par.C1.22 submitted with this bid, the calculation of disbursements related to the periods mentioned above, and included in the bid amount. It should be noted that this schedule will only be used to determine the Client's liability regarding extension of the construction period, which is not attributable to the Professional consultancy team. Information in the schedule must be sufficiently detailed to determine the actual time related disbursements included. Payment of fees will, for the duration of the project, be paid as prescribed elsewhere in this document.

Failure to provide this information with the bid may lead to disqualification.

The lead consultant shall allow for at least **six (06) visits** to the Client at their premises located at, 18 De Havilland Crescent, Acacia Building, Persequor Techno Park, Lynnwood Manor, to make presentations to the client after appointment. In the case where any part or section of the lead consultants' work is in question and further presentation is required, the Client will not be held liable for any costs incurred by the lead consultant for further presentation(s).

C1.22 SCHEDULE OF DISBURSEMENTS

The documentation and quantities below refers to documents submitted to the client. Quantities provided in the schedule(s) of disbursements below are **provisional**, and are subject to change depending on the needs of the project and individual bidder. However, for the purposes enabling bidders to price on the same basis, provisional quantities were used in this document. Should there be any changes from provisional quantities provided in the schedule(s) of disbursements, it is the responsibility of the bidder to provide such proof.

The rates below must not exceed the guidelines of reimbursement of expenses set out in respective discipline Board Notices, and will be applicable for the duration of the contract inclusive of any extension of the contract period.

C1.22.1 Architectural Disbursements

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	500	R	R
2	Duplicating on white paper (A3 size)	Page	1500	R	R
3	Document binding (A4 Size)	Set	50	R	R
4	Duplicating of drawings (A0 Size)	Page	0	R	R
5	Duplicating of drawings (A1 Size)	Page	100	R	R
6	Planning and presentation Meetings at the client's office	No	16	R	R
7	Attending Progress and Technical meetings on site	No.	58	R	R
8	Courier costs (On proven Cost basis)	Sum	1	R 10 000.00	R 10 000.00
9	Municipal Submission fees	Sum	1	R Click here to enter text.	R Click here to enter text.
Total Disbursements carried forward (Excluding VAT)					R

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C1.22.2 Quantity Surveying

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	2000	R	R
2	Document binding (A4 Size)	Set	10	R	R
3	Planning and presentation Meetings at the client's office	No.	16	R	R
4	Attending Progress and Technical Meetings on site	No.	58	R	R
5	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000,00	R 10 000,00
Total Disbursements carried forward (Excluding VAT)					R

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C1.22.3 Civil and Structural Engineering Disbursements

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	300	R	R
2	Duplicating on white paper (A3 size)	Page	100	R	R
3	Document binding (A4 Size)	Set	4	R	R
4	Duplicating of drawings (A1 Size)	Page	50	R	R
5	Planning and presentation Meetings at the client's office	No.	16	R	R
6	Attending Progress and Technical Meetings on Site	No.	58	R	R
7	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000,00	R 10 000,00
8	Geotechnical Surveys	Lump Sum	1	R80 000,00	R80 000,00
9	Land Surveys	Lump Sum	1	R50 000,00	R50 000,00
Total Disbursements carried forward (Excluding VAT)					R

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C1.22.4 Electrical Engineering Disbursements

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	200	R	R
2	Duplicating on white paper (A3 size)	Page	100	R	R
3	Document binding (A4 Size)	Set	4	R	R
4	Duplicating of drawings (A1 Size)	Page	400	R	R
5	Planning and presentation Meetings at the client's office	No	16	R	R
6	Attending Progress and Technical Meetings on Site	No.	58	R	R
7	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000,00	R 10 000,00
Total Disbursements carried forward (Excluding VAT)					R

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C1.22.5 Mechanical Engineering Disbursements

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	200	R	R
2	Duplicating on white paper (A3 size)	Page	100	R	R
3	Document binding (A4 Size)	Set	4	R	R
4	Duplicating of drawings (A1 Size)	Page	400	R	R
5	Planning and presentation Meetings at the client's office	No.	16	R	R
6	Attending Progress and Technical Meetings on Site	No.	58	R	R
7	Courier costs (On proven Cost basis)	Lump Sum	1	R 10 000,00	R 10 000,00
8	Fire Specialist	Lump Sum	1	R80 000,00	R80 000,00
Total Disbursements carried forward (Excluding VAT)					R

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C1.22.6 Construction Health and Safety Agent Disbursements

Item no.	Description	Unit	Quantity	Rate	Total
1	Duplicating on white paper (A4 size)	Page	500	R	R
2	Document binding (A4 Size)	Set	4	R	R
3	Planning Meetings at the client's office	No.	13	R	R
4	Planning and presentation Meetings at the client's office	No.	16	R	R
5	Attending Progress and Technical Meetings on Site	No.	58	R	R
6	Courier costs (On proven Cost basis)	Lump Sum	1	R 5 000,00	R 5 000,00
Total Disbursements carried forward (Excluding VAT)					R

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C1.23 PROJECT REPORTS AND DRAWINGS

It is a requirement that the consultants furnish the following:

- Submit 4No. hard copies of all reports (Stages 1 - 6) in original format.
- Submit all subsequent reports, BOQ and technical specification and tender information in digital format (PDF, excel and word format) where possible and where requested to do so by the Client.
- Submit 2No. Sets of drawings for Stage 2- Design Concept, Stage 3-Design Development, Stage 4, Technical documentation (Working Drawings) and "As Built" drawings in digital format (DWG/DXF/CXF and PDF).
- Submit 3No. sets of construction drawings at site handover (2 sets to the contractor and 1 set to the client).
- Use SAPS logos, frames, addresses and covers on your final reports, drawings, all documentation- although it will be allowed that internal documentation carry the details of the applicable firms or professionals.
- All reports, BoQ and drawings must be submitted for approval by the client before payments can be claimed.
- No report, investigation, application or drawing may be submitted to a third party, other than the appointed contractor, without the prior written approval of the Client.
- The information related to this project may not be used by your company for any purpose than approved by the Client and may never be sold, exposed or traded with a third party.

D.1 ACTIVITY SCHEDULES

Each discipline activity schedule shall be based on the tariff of fees prescribed by their relevant statutory board notices prescribed in clause A1.3

The Lead Consultant shall make provision for the cost of the additional services that are to be included other than the normal services by adjusting the percentage tendered in column (b) of the activity schedules for each discipline as may be required. The Lead Consultant must make provision for all activities they consider necessary for the execution of the works as set out in the Scope of Works.

Each consultant's fees shall be limited to their scope of works and project estimate respectively. Financial and procurement authority will have to be obtained prior to the continuation of any designs exceeding the project estimate and/or scope of work.

D2 APPORTIONMENT OF FEES FOR PROFESSIONAL SERVICES

The fees will be paid only at the completion of stage 1, stage 2, stage 3 and stage 4, proportionally to construction progress for stage 5 in accordance with the value of the certified payments, and again at the completion of stage 6 as per each discipline board notices.

D3 PRICING SCHEDULE FOR PROFESSIONAL SERVICE FEES OFFERED

CONSULTANTS SERVICES BID FOR PERCENTAGE BASED FEES AS PER BOARD NOTICES			
Fee for Normal Services inclusive of certain additional services as specified.			
Description	(a)	(b)	
Latest estimate of total cost of construction	Cost Estimate for Fee Calculation Purposes	Estimated normal fees for Standard Consultants Services Stages 1 to 6	Financial Offer by Tenderer
R 11 457 655.03	R 2 542 344.97	R	R
SUB-TOTAL			R
VALUE ADDED TAX (15%)			R
TOTAL FINANCIAL OFFER FOR PERCENTAGE BASED			R
PERCENTAGE BASED CONSULTANTS STANDARD SERVICES FEE OFFER			
(b)/(a) X 100%		%	

Note: Remuneration for percentage-based appointments will be calculated as the percentage of the **fees tendered** multiplied by the percentage fee scale *vis-à-vis* the actual cost of construction. The percentage of the **fees tendered** shall apply to each stage for services provided.

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Company Name:

Physical Address:

Postal Address:

Telephone Number: Code _____ Number _____

Facsimile Number: Code _____ Number _____

Thus done and signed at _____ this _____

Day of _____ 20 _____

SIGNATURE OF DULY AUTHORISED PERSON

CAPACITY UNDER WHICH THIS OFFER IS SIGNED

AS WITNESSES:

1. _____

2. _____

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PART C

PROFESSIONAL BOARD NOTICES:

BID 19/1/9/1/55TB (23)

APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A LEAD CONSULTANT FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL TEAM: GA RANKUWA POLICE STATION IN GAUTENG PROVINCE

CERTIFICATE:

BY SUBMITTING THIS BID OFFER, IT IS CONFIRMED THAT THE BIDDER IS FAMILIAR WITH AND TOOK NOTE OF ALL APPLICABLE BOARD NOTICES AND CIDB GUIDELINES CONTAINED IN THE TERMS OF REFERENCE (TOR) DOCUMENT AND OTHER CONTRACT DATA.

THE BOARD NOTICES WILL FORM PART OF THE FINAL CONTRACT CONCLUDED WITH THE SUCCESFULL BIDDER.

Signature of bidder:

Capacity:

Date: