



DEPARTMENT: SOUTH AFRICAN POLICE SERVICE

REPUBLIC OF SOUTH AFRICA

Private Bag X254, Pretoria, 0001, Tel: 012 - 841 7459, Facsimile: 012 - 841 7071  
117 Crosswell Road, Silverton, Pretoria

The Manager  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference no: 19/1/9/1/111 TBC22

Date: 2022-11-18

Enquiries: Kenneth Mohlala

Tel no: 012 841 7358

Fax no: Mohalakk@saps.gov.za

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: 2023-01-25**

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:

- ! The conditions contained in the attached annexures apply.
- ! 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.
- ! **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.**
- ! The bid will be valid for a period of **90** days **after** the closing date.
- ! 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  
MI FANI

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## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE</b>					
BID NUMBER:	19/1/9/1/111TB(22)	CLOSING DATE:	2023-01-25	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF NEW AIR CONDITIONERS AND REPLACEMENT OF UNREPAIRABLE UNITS INCLUDING MAINTENANCE OF THE EXISTING UNITS IN MPUMALANGA PROVINCE REGION TWO (02): EIGHTEEN (18) DEVOLVED POLICE STATIONS FOR THE PERIOD OF THREE (03) YEARS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:</b>			<b>BID RESPONSE DOCUMENTS MAY BE POSTED TO:</b>		
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		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
CONTACT PERSON					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS VERIFICATION		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
			NAME:		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B 3 BELOW ]
SIGNATURE OF BIDDER  .....	DATE: .....		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SAPS SCM	CONTACT PERSON	W/O Suku
CONTACT PERSON	Kenneth Mohlala	TELEPHONE NUMBER	012 845 8756
TELEPHONE NUMBER	012 841 7358	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	SukuN@saps.gov.za
E-MAIL ADDRESS	MohlalaKK@saps.gov.za		

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED DATE AND 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).
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). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.6.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

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



**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY  
AND INSTALLATION OF NEW AIR CONDITIONERS AND  
REPLACEMENT OF UNREPAIRABLE UNITS INCLUDING  
MAINTENANCE OF THE EXISTING UNITS IN  
MPUMALANGA PROVINCE REGION TWO (02):  
EIGHTEEN (18) DEVOLVED POLICE STATIONS FOR  
THE PERIOD OF THREE (03) YEARS**

**BID Number: 19/1/9/1/111TB (22)**

**NAME of BIDDER: \_\_\_\_\_**

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## INVITATION TO BID

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

BID NUMBER: 19/1/9/1/111TB (22)

CLOSING TIME: 11:00 ON 2023-01-25

DESCRIPTION:

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF NEW AIR  
CONDITIONERS AND REPLACEMENT OF UNREPAIRABLE UNITS INCLUDING  
MAINTENANCE OF THE EXISTING UNITS IN MPUMALANGA PROVINCE REGION TWO (02):  
EIGHTEEN (18) DEVOLVED POLICE STATIONS FOR THE PERIOD OF THREE (03) YEARS**

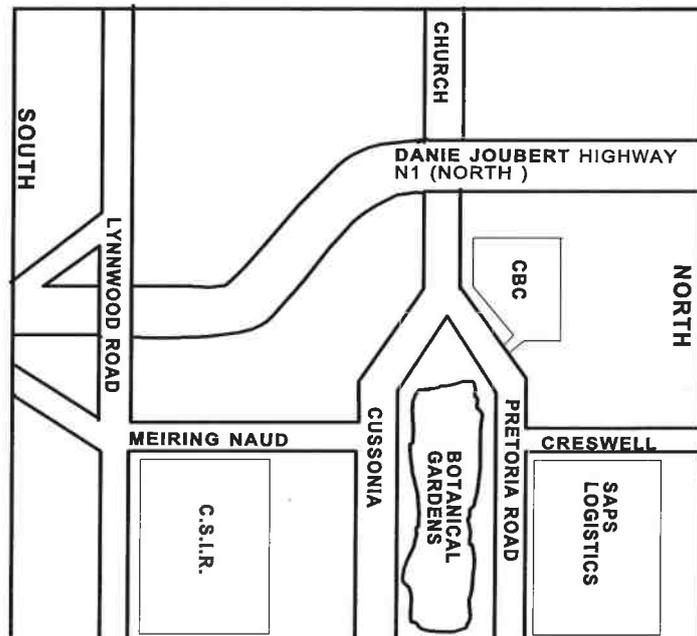
BID DOCUMENTS MAY BE POSTED  
TO:

The Section Head  
Contract Management  
SA Police Service  
Private Bag X 254  
PRETORIA  
0001

OR

DEPOSITED IN THE BID BOX  
SITUATED AT:

Divisional Commissioner  
Supply Chain Management  
SA Police Service  
117 Cresswell Road  
Silverton  
PRETORIA  
0184



**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

**Bids should be submitted either by mail or by hand. If a bidder prefers to post a bid, it is the responsibility of the bidder to ensure that the envelope is correctly addressed as indicated in the bid document, lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the envelope, and that the bid will reach the Department (SAPS) on time. The SA Post Office is then regarded as the agent of the bidder and the Department (SAPS) will not accept any responsibility for the late delivery of the bid.**

THE BID BOX IS GENERALLY OPEN 24 HOURS A DAY, 7 DAYS A WEEK.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE RE-TYPED).

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## COVER LETTER TO BID DOCUMENTS

<b>Project description:</b>	APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF NEW AIR CONDITIONERS AND REPLACEMENT OF UNREPAIRABLE UNITS INCLUDING MAINTENANCE OF THE EXISTING UNITS IN MPUMALANGA PROVINCE REGION TWO (02): EIGHTEEN (18) DEVOLVED POLICE STATIONS FOR THE PERIOD OF THREE (03) YEARS		
<b>Bid number:</b>	19/1/9/1/111TB (22)	<b>Advertising date:</b>	2022-11-18
<b>Close date:</b>	2023-01-25	<b>Close time:</b>	11:00
<b>Compulsory site inspection session:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>A compulsory site inspection on the 2022-12-08 at 13:00 prospective Bidders / Tenderers to meet at SAPS SCM Mpumalanga Provincial Office, 12 and 14 Jones Street, Nelspruit, Mpumalanga Province, directions can be obtained at 013 762 6661 / 082 556 5769.</i>		

<b>Issued by:</b>	<b>Divisional Commissioner: Supply Chain Management</b> <b>SOUTH AFRICAN POLICE SERVICE</b> 117 Cresswell Road Silverton 0127
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### ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:

<b>Contact name:</b>	<i>Kenneth Mohlala</i>	<b>Telephone no:</b>	012 841 7358
<b>Cell no:</b>		<b>Fax no:</b>	
<b>E-mail:</b>	MohlalaKK@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:

<b>PART T: TENDER</b>	<b>Document number</b>
<b>Part T1: Tendering procedures.</b>	
Notice and invitation to tender	T 1.1
Tender Data	T1.2
Standard Conditions of tender	Appendix A
General conditions of contract	Appendix B
<b>Part T2: Returnable documents <u>including part C1 and C2</u></b>	
List of returnable documents	T2.1
Resolution of board of directors	T2.1.1
Compulsory Enterprise Questionnaire	T2.1.2
Schedule of proposed Sub- Contractors	T2.1.3
Capacity of Tenderer	T2.1.4
Preference points claim form in terms of the preferential procurement regulations 2017 – SBD 6.1	T2.1.5
Record of Addenda to tender document	T2.1.6
Compulsory site meeting certificate	T2.1.7
Schedule for imported materials and equipment	T2.1.8
Declaration certificate for local production and content for designated sectors	SBD 6.2
Declaration of interest	SBD 4
<b>Part C1 to C4</b>	
<b>PARTC: Contract</b>	
<b>Part C1 – Agreements and contract data</b>	
Form of Offer and Acceptance	C1.1
Contract data and Form of Guarantee	C1.2
<b>Part C2 – Pricing data and scope of work</b>	
Bill of Quantities	C2
<b>Part C3 – Occupational Health and Safety</b>	
Occupational Health and Safety Specification	C3

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**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY  
AND INSTALLATION OF NEW AIR CONDITIONERS AND  
REPLACEMENT OF UNREPAIRABLE UNITS INCLUDING  
MAINTENANCE OF THE EXISTING UNITS IN  
MPUMALANGA PROVINCE REGION TWO (02):  
EIGHTEEN (18) DEVOLVED POLICE STATIONS FOR  
THE PERIOD OF THREE (03) YEARS**

**BID 19/1/9/1/111TB (22)**

**PART T1:**

**TENDERING PROCEDURES:**

## T1.1: NOTICE AND INVITATION TO TENDER

The Employer is the South African Police Service and invites tenders for:

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF NEW AIR CONDITIONERS AND REPLACEMENT OF UNREPAIRABLE UNITS INCLUDING MAINTENANCE OF THE EXISTING UNITS IN MPUMALANGA PROVINCE REGION TWO (02): EIGHTEEN (18) DEVOLVED POLICE STATIONS FOR THE PERIOD OF THREE (03) YEARS</b>		
<b>Tender no:</b>	<b>19/1/9/1/111TB(22)</b>		
<b>Advertising date:</b>	<b>2022-11-18</b>	<b>Closing date:</b>	<b>2023-01-25</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>90 days</b>

It is estimated that tenderers should have a CIDB contractor grading designation of **Grade 6 ( R 10 mil to R 20 million) (ME) Mechanical Engineering works** or higher.

Only tenderers who accept the conditions as set out below and who are responsive to the responsiveness criteria below are eligible to submit tenders:

<input checked="" type="checkbox"/>	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:
<input checked="" type="checkbox"/>	Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a <b>Grade 6 (R 10 mil to R 20 million) (ME) Mechanical Engineering works</b> class of construction work.
<input checked="" type="checkbox"/>	<b>JOINT VENTURES/ CONSORTIUMS ARE NOT ELIGIBLE TO SUBMIT TENDERS.</b>
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of Resolution of Board of Directors signed by all Director(s)
<input checked="" type="checkbox"/>	Submission of the Declaration of Interest document
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per List of returnable documents (T2.1).
<input checked="" type="checkbox"/>	Submission of the Compulsory clarification meeting Certificate as proof for attendance of compulsory clarification meeting.
<input checked="" type="checkbox"/>	<b>Tender offers will be evaluated in terms of Local Production and Content, if the minimum threshold value is not achieved the bidder / tenderer's proposal will be regarded as non-responsive.</b>
<input checked="" type="checkbox"/>	<b>Prospective bidders must be registered on the Central Supplier Database (CSD) prior to the award of any bid. Failure to provide the South African Police Service with the CSD supplier number as well as the CSD Unique registration supplier number within seven working days, his/her bid will be regarded as non-responsive.</b>
<input checked="" type="checkbox"/>	<b>Bidders must state comply / not comply on General requirements and Specification, failure to write comply / not comply, his / her bid will be regarded as non-responsive.</b>
<input checked="" type="checkbox"/>	<b>Bidders must state comply / not comply on Bid Condition, failure to write comply / not comply, his / her bid will be regarded as non-responsive.</b>
<input checked="" type="checkbox"/>	<b>Bid will be evaluated in terms of the preferential procurement principal 80/20 as per National Treasury Directive.</b>
<input checked="" type="checkbox"/>	<b>Negotiations</b> <b>The State reserves the right to negotiate with the shortlisted bidders prior to award and with the successful bidder(s) post award.</b>
<input checked="" type="checkbox"/>	<b>Bidders must not re-type any SAPS official documents as per invitation to bid, failure to comply with that, her / his bid will be regarded as non-responsive.</b>
<input checked="" type="checkbox"/>	<b>The bidder must sign each page of Scope of work, BOQ, General requirement and Specification at the bottom failure to comply with that, her / his bid will be regarded as non-responsive.</b>

This tender will be evaluated according to the Preferential Procurement Model PPFA: *(Tick applicable preference point scoring system)*

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system
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<b>Price / BBBEE:</b>	
Price:	80 %
BBBEE:	20 %
<b>Total must equal:</b>	<b>100%</b>

**Preferential points claim form in terms of the Preferential Procurement Regulations 2017**

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>BBBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>TOTAL POINTS FOR PRICE AND BBBEE MUST NOT EXCEED</b>	<b>100</b>

Preference points scoring system will be broken down as follows

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

**NOTE: Tenderers claiming preference points must sign and submit the Preference Certificate**

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**COLLECTION OF TENDER DOCUMENTS:**

- Tender documents may be collected during working hours at the following address **SAPS: Supply Chain Management, Bid office, 117 Cresswell Rd, Silverton, Pretoria,**
- A compulsory clarification meeting will take place at SAPS SCM Mpumalanga Provincial Office, 12 and 14 Jones Street, Nelspruit, Mpumalanga Province on DATE: 2022-12-08 starting at TIME 13:00. Directions can be obtained at 013 762 6661 / 082 556 5769.

**TENDER DOCUMENTS ENQUIRIES**

ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:

<b>Procurement Manager:</b>	CPAC Kenneth Mohlala	<b>Telephone no:</b>	012 841 7358
<b>Cell no:</b>		<b>Fax no:</b>	
<b>E-mail:</b>	MohlalaKK@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)**

<b>TENDER DOCUMENTS MAY BE POSTED TO:</b>  THE SECTION HEAD: CONTRACT MANAGEMENT SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE PRIVATE BAG X 254  <i>Pretoria</i> <b>0001</b>  ATTENTION: <b>CONTRACT MANAGEMENT SECTION:          ROOM 5104, first floor A-Block.</b>	OR	<b>DEPOSITED IN THE TENDER BOX AT:</b>  <b>SAPS: Supply Chain Management</b> <b>117 Cresswell Road</b> <b>Silverton</b> <b>0127</b>
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COMPILED BY:

CPAC Kenneth Mohlala		2022-11-18
Name of Procurement Official	Signature	Date

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## T1.2: TENDER DATA

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF NEW AIR CONDITIONERS AND REPLACEMENT OF UNREPAIRABLE UNITS INCLUDING MAINTENANCE OF THE EXISTING UNITS IN MPUMALANGA PROVINCE REGION TWO (02): EIGHTEEN (18) DEVOLVED POLICE STATIONS FOR THE PERIOD OF THREE (03) YEARS</b>
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<b>Tender no:</b>	19/1/9/1/111TB(22)	<b>Closing date:</b>	2023-01-25
<b>Closing time:</b>	11:00	<b>Validity period:</b>	90 days

Clause number:	
	<p>The conditions of tender are the 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>
<b>C.2.1</b>	<p>Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a <b>Grade 6 (R 10 mil to R 20 million) (ME) Mechanical Engineering works</b> class of construction workwork.</p>
<b>F.1.1</b>	The employer is the Government of the Republic of South Africa in its Department of the South African Police Service.
<b>F.1.2</b>	<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 tenderer must complete when submitting a tender offer. The tenderer must submit his tender 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><b>TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Appendix A – Standard Conditions of Tender</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1- List of returnable documents</p> <p><b>CONTRACT</b></p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 - Form of offer and acceptance</p>

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### T1.2: TENDER DATA

	<p>C1.2 - Contract data <b>CONTRACT Continue</b></p> <p>C1.3 - Form of Guarantee</p> <p><b>Part C2: Pricing data</b> C2 - Pricing instructions and Bill of Quantities</p> <p><b>Part C3: Scope of work</b> C3 - Scope of work</p> <p><b>Part C4: Occupational Health and Safety</b> C4 - Occupational Health and Safety Specification</p>
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<b>F.1.4</b>	The Employer's agent is:	
	Name:	<i>Warrant Officer Sukua</i>
	Capacity:	<i>Departmental Project Manager</i>
	Address:	<i>SAPS Programme and Project Management</i>
	Tel:	<i>012 349 6072</i>
	Fax:	
	E-mail:	<i>SukuN@saps.gov.za</i>
<b>F1.5.2</b>	Insert the following: ".....tender offers, <u>save for all tenders being non-responsive</u> , re-issue a tender covering ....."	
<b>F.2.1</b>	For eligibility refer to Notice and Invitation to Tender T1.1	
<b>F.3.11</b>	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. - <b>Applicable</b>	
	The following tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, are eligible to have their tenders evaluated:  Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1b) or 25 (7a) of the Construction Industry Development Regulations, for a <b>Grade 6 ME</b> class of construction work.  <b>The contractor must be Tax Compliant in all aspect.</b>	
<b>F.2.7</b>	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1	

<b>F.2.12</b>	<p>If a tenderer wishes to submit an own alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p>
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## T1.2: TENDER DATA

	<p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p>
F.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1
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 offers is as per Notice and Invitation to Tender T1.1
F.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1
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 offers, immediately after the closing time thereof shall be at: <b>SAPS Bid Management 117 Cresswell road Silverton</b>
F.3.11.1	Tender's offers will be evaluated in terms of experience and expertise where after the qualifying tender's offers will be evaluated further on: <b>Evaluation Method 2</b>
F.3.11	<p><b>Scoring Financial Offer:</b></p> <p>Tender offers will be scored using the following formula:</p> $N_{FO} = P_m / P \times W_1$ <p>where  <math>N_{FO}</math> = Number of tender evaluation points awarded for the financial offer.  <math>W_1</math> = The percentage score given for financial offer as stated in the Notice and Invitation to Tender T1.1  <math>P_m</math> = The comparative offer of the most favourable tender offer.  <math>P</math> = The comparative offer of tender offer under consideration.</p> <p><b>Scoring Quality Offer:</b></p> <p>Tender offers will be scored using the following formula:</p> $W_Q = W_2 \times S_o / M_s$ <p>where  <math>W_Q</math> = Total evaluation points for quality awarded for the quality offer.  <math>W_2</math> = The percentage score given for quality offer as stated in the Notice and Invitation to Tender T1.1  <math>S_o</math> = The score for quality allocated to the submission under consideration.  <math>M_s</math> = The maximum possible score for quality in respect of a submission = 100.</p>
	<p><b>Scoring the Financial / Quality combined Offer:</b></p> $S = N_{FO} + W_Q \text{ (calculated separately for each tender offer)}$ <p>The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:</p> $W_C = W_3 \left( 1 + \frac{S - S_m}{S_m} \right)$ <p>where  <math>W_3</math> = The number of tender evaluation points for quality and financial offer and equals:  1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 500 000; or  2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 500 000.</p> <div style="text-align: right; font-size: 2em; font-weight: bold; margin-top: 20px;">15</div>

### T1.2: TENDER DATA

	<p>S = The sum of score for quality and financial offer of the submission under consideration.                  S<sub>m</sub> = Sum of the score for quality and financial offer of the submission scoring the highest number of points.</p> <p><b>Scoring for Preferences:</b></p> <p>Up to 100 minus W<sub>3</sub> tender evaluation points will be awarded to tenderer who completes the preferencing schedule and who is found to be eligible for the preference claimed.</p> <p>Points for Direct Preference will be calculated according to the equity ownership of the tender under consideration as a proportion of the percentages stated in the Notice and Invitation to Tender T1.1</p> <p>By using the following formula for either persons who had no franchise in national elections, women or persons with disabilities:</p> <p><math>N_p = Nop \times Ep / 100</math></p> <p>where                  N<sub>p</sub> = Preference points.                  Nop = The maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act.                  Ep = The percentage of equity for either the groups referred to.</p> <p><b>Calculate Total tender Evaluation Points:</b></p> <p>The point calculated for price / quality combination will be added to the point scored for preference for each individual tender offer according to the formula:</p> <p>Total tender evaluation points = W<sub>c</sub> + N<sub>p</sub></p>
<p><b>F.3.13.1</b></p>	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>(a) the tenderer 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</li> <li>(b) the tenderer has not:                         <ul style="list-style-type: none"> <li>i) abused the Employer’s Supply Chain Management System; or</li> <li>ii) Failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> </li> <li>(c) the tenderer is registered on the Central Supplier Database (CSD) prior to the award; and</li> <li>(d) the tenderer meet the minimum percentage for local production and content, as specified.</li> <li><b>(e) The tenderer must be Tax Compliant in all aspects.</b></li> </ul>
<p><b>F.3.18</b></p>	<p>Provide to the successful tenderer one copy of the signed contract document.</p>

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# Appendix “A”

## **C.1 General**

### **C.1.1 Actions**

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

### **C.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

### **C.1.3 Interpretation**

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

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C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

## **C.1.6 Procurement procedures**

### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender

data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

### **C.2 Tenderer's obligations**

#### **C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

#### **C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

#### **C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

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#### **C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

#### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

#### **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

#### **C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### **C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

### **C.2.13 Submitting a tender offer**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

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C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

#### **C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### **C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

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C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

### **C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

### **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

### **C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

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### **C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

### **C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

### **C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the

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Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

### **C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

### **C.3.5 Two-envelope system**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

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### C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:

- (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- (ii) the summation of the prices.

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C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **C.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all

	requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

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- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

### **C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### **C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND  
INSTALLATION OF NEW AIR CONDITIONERS AND REPLACEMENT OF  
UNREPAIRABLE UNITS INCLUDING MAINTENANCE OF THE EXISTING  
UNITS IN MPUMALANGA PROVINCE REGION TWO (02): EIGHTEEN (18)  
DEVOLVED POLICE STATIONS FOR THE PERIOD OF THREE (03)  
YEARS**

**BID: 19/1/9/1/111TB(22)**

**PART T 2**

**RETURNABLE DOCUMENTS:**

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND  
INSTALLATION OF NEW AIR CONDITIONERS AND REPLACEMENT OF  
UNREPAIRABLE UNITS INCLUDING MAINTENANCE OF THE EXISTING  
UNITS IN MPUMALANGA PROVINCE REGION TWO (02): EIGHTEEN (18)  
DEVOLVED POLICE STATIONS FOR THE PERIOD OF THREE (03)  
YEARS**

## **T2.1 List of Returnable Documents**

The tenderer must complete the following returnable documents:

- **Schedules required for tender evaluation purposes**
  - Resolution of Board of Directors (T2.1.1)
  - Compulsory Enterprise Questionnaire (T2.1.2)
  - Schedule of proposed Sub-contractors (T2.1.3)
  - Capacity of Tenderer (T2.1.4)
  - Preference points in terms of preferential procurement regulations (T2.1.5)
  - Record of Addenda to Tender Documents (T2.1.6)
  - Compulsory Clarification Meeting Certificate (T2.1.7)
  - Schedule for imported materials and equipment (T2.1.8)
  - Declaration certificate for local production and content for designated sector (SBD 6.2) and Annexure "C".
  - Declaration of Interest (SBD4)
  - Form of Offer and Acceptance (C1.1)
  - Contract Data (C1.2)
  - Scope of work, Tender Conditions, General requirements and Specification and Bill of Quantities (C2)
- **Other documents required only for tender evaluation purposes**
  - Certified copy of B-BBEE certificate / original sworn affidavit
  - Active CIDB certificate in the required designation and grading
  - Proof of CSD registration of prospective bidders and sub-contractors (if any sub-contractors)
- **Other documents that will be incorporated into the contract**
  - Form of Offer and Acceptance (C1.1)
  - Contract Data (C1.2)
  - Scope of work, Tender Conditions, General requirements and Specification and Bill of Quantities (C2)
  - Occupational Health and Safety Specification (C3)

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## T2.1.1: 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:**

- 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)*

- \*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			

*Note:*

- This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.**
- 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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## T2.1.2 Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships:**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 6: Particulars of companies and close corporations**

Company registration number: \_\_\_\_\_

Close corporation number: \_\_\_\_\_

Tax reference number: \_\_\_\_\_

**Section 7: SBD 4, issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Initials and Surname: \_\_\_\_\_ Position: \_\_\_\_\_

Enterprise name: \_\_\_\_\_

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**T2.1.3: SCHEDULE OF PROPOSED SUBCONTRACTORS**

<b>Project title:</b>	<i>APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF NEW AIR CONDITIONERS AND REPLACEMENT OF UNREPAIRABLE UNITS INCLUDING MAINTENANCE OF THE EXISTING UNITS IN MPUMALANGA PROVINCE REGION TWO (02): EIGHTEEN (18) DEVOLVED POLICE STATIONS FOR THE PERIOD OF THREE (03) YEARS</i>
<b>Tender no:</b>	19/1/9/1/111TB(22)

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

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

<b>Name of representative</b>	<b>Signature</b>	<b>Capacity</b>	<b>Date</b>

<b>Name of organisation:</b>	
------------------------------	--

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2. PARTICULARS OF COMMITMENTS WHICH THE TENDERER 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							

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2.2. Previous projects:

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

Name of Company	Signature
Date	Date

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

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated **not to exceed R50 000 000** (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable;
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

**80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

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WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF NEW AIR CONDITIONERS AND REPLACEMENT OF UNREPAIRABLE UNITS INCLUDING MAINTENANCE OF THE EXISTING UNITS IN MPUMALANGA PROVINCE REGION TWO (02): EIGHTEEN (18) DEVOLVED POLICE STATIONS FOR THE PERIOD OF THREE (03) YEARS</b>
<b>Tender no:</b>	19/1/9/1/111TB(22)

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

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

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

Signed		Date	
Name		Position	
Tenderer			

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## T2.1.7: COMPULSORY CLARIFICATION MEETING CERTIFICATE

<b>Project title:</b>	APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF NEW AIR CONDITIONERS AND REPLACEMENT OF UNREPAIRABLE UNITS INCLUDING MAINTENANCE OF THE EXISTING UNITS IN MPUMALANGA PROVINCE REGION TWO (02): EIGHTEEN (18) DEVOLVED POLICE STATIONS FOR THE PERIOD OF THREE (03) YEARS		
<b>Tender no:</b>	19/1/9/1/111TB(22)		
<b>Closing date:</b>	2023-01-25		

This is to certify that I, \_\_\_\_\_

representing the company of \_\_\_\_\_

visited the site on: **2022-12-08 @ 13:00**

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.

		2022-12-08
Name of Tenderer / Company	Signature	Date

Colonel Maluleka		2022-12-08
Name of SAPS Representative	Signature	Date

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## T2.1.8: SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF NEW AIR CONDITIONERS AND REPLACEMENT OF UNREPAIRABLE UNITS INCLUDING MAINTENANCE OF THE EXISTING UNITS IN MPUMALANGA PROVINCE REGION TWO (02): EIGHTEEN (18) DEVOLVED POLICE STATIONS FOR THE PERIOD OF THREE (03) YEARS</b>
<b>Tender no:</b>	<b>19/1/9/1/111TB(22)</b>

This schedule should be completed by the tenderer. *(Attach additional pages if more space is required)*

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

**The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only.** Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the South African Police Service within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

**FORMULA:**

The net amount to be added to or deducted from the contract sum:

$$A = V \left( \frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Company	Signature	Date

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## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at

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12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## **2. Definitions**

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

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2.9. “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

ITEM NUMBER	DESCRIPTION OF SERVICES, WORKS OR GOODS	STIPULATED MINIMUM THRESHOLD
1	Surface mounted 30 Amp double pole Isolator	90%
2	30 Amp single pole 3 KA circuit breakers	90%
3	Surface mounted 40 Amp double pole Isolator	90%
4	40 Amp single pole 3 KA circuit breakers	90%
5	Surface mounted 50 Amp double pole Isolator	90%
6	50 Amp single pole 3 KA circuit breakers	90%
7	Surfex PVC non-sheathed copper conductor / cable low voltage 2,5mm <sup>2</sup>	90%
8	Surfex PVC non-sheathed copper conductor / cable low voltage 4mm <sup>2</sup>	90%
9	Surfex PVC non-sheathed copper conductor / cable low voltage 6mm <sup>2</sup>	90%

4. Does any portion of the services, works or goods offered have any imported content?  
(Tick applicable box)

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

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Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  
**(Tick applicable box)**

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor: \_\_\_\_\_
- (b) Practice number: \_\_\_\_\_
- (c) Telephone and cell number: \_\_\_\_\_
- (d) Email address: \_\_\_\_\_

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO:** \_\_\_\_\_

**ISSUED BY:** (Procurement Authority / Name of Institution)

\_\_\_\_\_

NB

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1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned \_\_\_\_\_ (full names),

do hereby declare, in my capacity as \_\_\_\_\_

of \_\_\_\_\_ (name of bidder entity),  
the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

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## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B \_\_\_\_\_

Date: \_\_\_\_\_

SS

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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

<sup>1</sup> 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.

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with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND  
INSTALLATION OF NEW AIR CONDITIONERS AND  
REPLACEMENT OF UNREPAIRABLE UNITS INCLUDING  
MAINTENANCE OF THE EXISTING UNITS IN MPUMALANGA  
PROVINCE REGION TWO (02): EIGHTEEN (18) DEVOLVED  
POLICE STATIONS FOR THE PERIOD OF THREE (03) YEARS**

**BID: 19/1/9/1/111TB (22)**

**PART C**

**CONTRACT**

**PART C1**

**AGREEMENTS AND CONTRACT DATA**

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Tender\* no: 19/1/9/1/111TB(22)

**OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the acquisition of: **APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF NEW AIR CONDITIONERS AND REPLACEMENT OF UNREPAIRABLE UNITS INCLUDING MAINTENANCE OF THE EXISTING UNITS IN MPUMALANGA PROVINCE REGION TWO (02): EIGHTEEN (18) DEVOLVED POLICE STATIONS FOR THE PERIOD OF THREE (03) YEARS**

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

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

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

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

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 Contractor in the conditions of contract identified in the contract data.

<b>Signature(s)</b>			
<b>Name(s)</b>			
<b>Capacity</b>			
<b>for tenderer</b>			
	<b>(Name and address of tenderer)</b>		
<b>Name and signature of witness</b>		<b>Date</b>	

**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 contractor 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:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this

\*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



Tender no: 19/1/9/1/111TB(22)

## Schedule of Deviations

### Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject \_\_\_\_\_

Details \_\_\_\_\_

2 Subject \_\_\_\_\_

Details \_\_\_\_\_

3 Subject \_\_\_\_\_

Details \_\_\_\_\_

4 Subject \_\_\_\_\_

Details \_\_\_\_\_

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 returnable 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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**C1.2: CONTRACT DATA (GCC (2004) 1<sup>st</sup> EDITION: 2004)**

**CONTRACT DATA FOR FINANCIAL AND PROCUREMENT AUTHORITY: REQUEST FOR TENDER: SUPPLY AND INSTALLATION OF NEW AIR CONDITIONERS AND REPLACEMENT OF UNREPAIRABLE UNITS INCLUDING MAINTENANCE OF THE EXISTING UNITS IN MPUMALANGA PROVINCE REGION TWO: MPUMALANGA PROVINCE 18 DEVOLVED STATIONS FOR THE PERIOD OF THREE (3) YEARS**

	<b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>
	<b>CONDITIONS OF CONTRACT</b>
	The General Conditions of Contract for Construction Works (2004) [hereinafter referred to as GCC 2004], published by the South African Institution of Civil Engineering, is applicable to this Contract.
	<b>CONTRACT SPECIFIC DATA</b>
	The following contract specific data; amendments; additions; or omissions are applicable to this Contract.
<b>CLAUSES</b>	<b>Compulsory Data</b>
1.1.14	"Employer" means the Government of the Republic of South Africa in its South African Police Service.
1.2.2	The addresses of the Employer, where the Employer shall receive notices, are as follows:  Physical Address: <b>117 Cresswell Rd Silverton 0127</b>  Postal Address: <b>Private Bag X254 Pretoria 0001</b>  Facsimile: <b>012-8417495</b>  Telephone: <b>012-8417424</b>
1.1.15	The name of the Engineer is: <b>Warrant Officer NS SUKU</b>
1.2.2	The address of the Engineer, where the Engineer shall receive notices, are as follows:  Physical Address: <b>SAPS Expert Services De Havelend Crescent Persequor Techno park Pretoria</b>  Postal Address: <b>SAPS SCM Expert Services Private Bag X254, Pretoria 0001</b>  Facsimile: <b>012 349 6058</b>  Telephone: <b>012 845 8935</b>

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1.1.21	Not applicable to this Contract
1.1.24	Omit reference to "telex, telegram, cable, electronic communication" and "or any like communication"
1.1.25	Add the following Clause 1.1.25  "Value of Works" means the value of Works certified by the Engineer as having been satisfactorily executed and shall include the value of the work done, the value of the materials and/or goods and Contract Price Adjustments.
1.1.26	"Contract Sum" means the total of Prices provided for in the Agreement made in terms of the Form of Offer and Acceptance.
1.6 and 3.8	The special non-working days are public holidays, Saturdays, and Sundays
1.6	The year end break commences on 16 December until the first working Monday of January of the succeeding year.
2.3	<p>1. In Clauses 6.2; 11.2; 36.1; 36.2; 39.2;42.2; 43.2; 50.1; 53.3.2 and 54.4.3 all reference to the word "Engineer" must be replaced with the word "Employer", as the Employer has in terms of such Clauses retained its authority and has not given a mandate to the Engineer and the Employer shall therefore sign all documents in relation thereto.</p> <p>2. Clauses 36.2; 37.1; 40.3; 41.1; 48.5; 49.10; 51.4; and 52.1 shall be amended as follows to indicate the limitation on the Engineer's authority in respect thereof:</p> <p>Clause 36.2 – amend to read as follows:</p> <p>"... (herein referred to as a "Variation Order") by the Employer...any confirmation in writing of such oral order given by the Employer...The Contractor shall, as soon as possible... confirms it in writing to the Employer...and such order in writing is not contradicted in writing by the Employer...."</p> <p>Clause 37.1 – amend to read as follows:</p> <p>"The value of the variations ordered the Employer... Provided that, failing agreement with the Contractor, the Engineer shall determine the rate or price in accordance with the foregoing principles, obtain approval from the Employer, notify the Contractor in writing..."</p> <p>Clause 40.3 – amend to read as follows:</p> <p>"...unless such instruction is in writing, duly approved by the Employer, states explicitly..."</p> <p>Clause 41.1 – amend to read as follows:</p> <p>"... said performance has actually taken place and may be extended by the Employer at his discretion."</p> <p>Clause 48.5 – amend to read as follows:</p> <p>" Unless otherwise provided in the Contract, the Employer shall...as read with Clause 48.2, and deliver to the Contractor its written ruling on the claim...thereof allowed by the Employer...so agreed between the Contractor and the Employer...If, before the Employer's ruling on the whole claim..."</p> <p>Clause 49.10 – amend to read as follows:</p> <p>"... The Employer shall within 14 days issue to the Contractor a Final Payment Certificate..."</p>

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