

**CONSTRUCTION OF MOLETLANE NEW POLICE STATION: LIMPOPO  
PROVINCE**

**BID 19/1/9/1/74 TB (23)**

**PART T2:**

**RETURNABLE DOCUMENTS:**

**19/1/9/1/74 TB (23): CONSTRUCTION OF MOLETLANE NEW POLICE STATION: LIMPOPO PROVINCE**

**T2.1 List of Returnable Documents**

The tenderer must complete the following returnable documents:

**Returnable schedules and documents required to be regarded as responsive:**

- Resolution of Board of Directors (T2.1.1)
- Compulsory Clarification Meeting Certificate (T2.1.2)
- Declaration of Interest - SBD4 (T2.1.4)
- Form of Offer and Acceptance (C1.1)
- Priced Bill of Quantities (C2)

**Other documents required for tender evaluation purposes:**

- Schedule of Sub- Contractors (T2.1.3)
- Capacity of Tenderer (T2.1.5)
- Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2022 – SBD6.1 (T2.1.6)
- Record of Addenda to Tender Documents (T2.1.7)
- Certificate of Contractor Registrations issued by the Construction Industry Development Board.
- **Tenderers and their Subcontractors must be registered on the Government's Central Supplier Database (CSD) and must include in their tender, their Master Registration Numbers (Supplier Numbers) as well as their Tax Compliance Status PIN's to enable the SAPS to verify the Suppliers' Tax Status on (CSD) and at SARS, alternatively, within 7 calendar days after the closing date of this tender. Failure to comply will result in the tender offer being rejected.**

**Other documents that will be incorporated into the contract:**

- Form of Offer and Acceptance (C1.1)
- Contract Data (C1.2)
- Bill of Quantities (C2)
- Scope of Work (C3)
- Occupational Health and Safety Specification (C4)

**All the above-mentioned documents and schedules are compulsory. Failure to submit these documents may result in the tender being rejected.**

## 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 Document)*

Bid Number: \_\_\_\_\_ *(Bid Number as per Bid Document)*

- Full names and surname: \_\_\_\_\_

Identity number: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_ *(Signature)*

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

**Note:**

- NB. This resolution must be duly completed and signed by ALL the Directors / Members / Partners of the Bidding Enterprise. Copies of and/or any other Resolution will not be accepted!!!**
- 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**

33

**T2.1.2: COMPULSORY CLARIFICATION MEETING CERTIFICATE**

<b>Project title:</b>	<i>CONSTRUCTION OF MOLETLANE NEW POLICE STATION: LIMPOPO PROVINCE</i>		
<b>Tender no:</b>	19/1/9/1/74 TB (23)		
<b>Closing date:</b>	2023-11-27		

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

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

attended the compulsory clarification meeting on: **2023-11-02**

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

Name and Surname of Representative	Signature	Date

		2023-11-02
SAPS Representative	Signature	Date

**T2.1.3: SCHEDULE OF SUB-CONTRACTORS**

<b>Project title:</b>	<i>CONSTRUCTION OF MOLETLANE NEW POLICE STATION: LIMPOPO PROVINCE</i>
<b>Tender no:</b>	<i>19/1/9/1/74 TB (23)</i>

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

If no Sub-Contractor is included on this form, the successful Bidder (Contractor) will have to obtain SAPS approval prior to the appointment of any Sub-Contractors for work in this contract.

We confirm that all Sub-Contractors who are contracted are CIDB and CSD registered and that they are Tax compliant. **Subcontractors must be registered on CIDB and the Government's Central Supplier Database (CSD) and must include in their bid, their Master Registration Numbers (Supplier Numbers), as well as their Tax Compliance Status PINs.**

	Name and address of Sub-Contractor	Nature and extent of work	Sub-Contractor's CIDB Designation and Grading (for example: 5CE, 6EB, etc.)
1		Description:  Value: R	
2		Description:  Value: R	
3		Description:  Value: R	
4		Description:  Value: R	
5		Description:  Value: R	

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



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

**T2.1.5: CAPACITY OF TENDERER**

<b>Project title:</b>	<i>CONSTRUCTION OF MOLETLANE NEW POLICE STATION: LIMPOPO PROVINCE</i>		
<b>Tender number:</b>	19/1/9/1/74 TB (23)	<b>Closing date:</b>	2023-11-27
<b>Advertising date:</b>	2023-10-13	<b>Validity period:</b>	90 days

1. Bidders **MUST complete** the attached Functionality Evaluation Criteria and also attach the necessary supporting documentation.
2. Failure to comply **WILL result** in the Bid being disqualified.

Name of Tenderer	Signature	Date



Functionality Evaluation Criteria and Point Allocation

LIMPOPO PROVINCE: CONSTRUCTION OF MOLETLANE NEW POLICE STATION				
No	Criteria	Evaluation Indicators	Applicable Value	
1	<b>RELEVANT CONSTRUCTION WORKS EXPERIENCE ON PREVIOUS CONTRACTS OF A SIMILAR NATURE, SCOPE AND/OR COMPLEXITY.</b>		40	
	Provide a descriptive list of all completed (Practical Completion) construction related projects of similar nature, scope and value to this tender for the last 10 years in relation to: Name of Employer, Contact number, Contract sum, Contractual commencement date, Contractual completion date / date of certificate of practical completion.  <b>Projects will only be considered for scoring when there is a valid reference letter from consultants/clients submitted with the tender document.</b>	One (1) Construction related project of similar nature, scope, and complexity at R 30 million or higher	5	
		Two (2) Construction related projects of similar nature, scope, and complexity at R 30 million or higher	15	
		Three (3) Construction related projects of similar nature, scope, and complexity at R 30 million or higher	20	
		Four (4) Construction related projects of similar nature, scope, and complexity at R 30 million or higher	30	
		Five (5) Construction related projects of similar nature, scope, and complexity at R 30 million or higher	40	
Portfolio of projects: Please provide documentation to support, i.e. project description; project value and services rendered (one page per project) of the projects listed below.				
	<b>Name of project</b>	<b>Client</b>	<b>Short Description of project</b>	<b>Value of Project (Final account)</b>
1				
2				
3				
4				
5				

JM

SM 40



## Functionality Evaluation Criteria and Point Allocation

No	Criteria	Evaluation Indicators		Applicable Value
<b>2.</b>	<b>FINANCIAL CAPACITY</b>			<b>20</b>
	Provide a valid Bank rating from your Banking Institution stating A, B and C bank code /rating, not older than 3 months.	Credit rating/code of D		5
		Credit rating/code of C		10
		Credit rating/code of B		15
		Credit Rating/code of A		20
		No information provided		0
<b>No</b>	<b>Name of Bank</b>	<b>Contact Person</b>	<b>Contact Number</b>	<b>Date of letter</b>
1				
2				
No	Criteria	Evaluation Indicators		Applicable Value
<b>3.</b>	<b>COMPETENCE OF KEY PERSONEL(S), PROFESSIONAL AND TECHNICAL PERSONNEL</b>			<b>20</b>
	<b>3.1 Professional Construction Manager (registered with SACPCMP)</b>			
3.1	Provide the following information for the Construction Manager <ul style="list-style-type: none"> <li>• A detailed CV,</li> <li>• Proof of professional registration with SACPCMP as a professional Construction Manager</li> </ul>	0-2 years post registration relevant construction experience as a Professional Construction Manager		5
		2-3 years post registration relevant construction experience as a Professional Construction Manager		15
		3 or more years post registration relevant construction experience as a Professional Construction Manager		20
<b>No</b>	<b>Name of the Key Person</b>	<b>Name of the Qualification(s)</b>	<b>Portfolio/Position</b>	<b>CVs and Qualifications attached</b>
1				YES    NO
	<b>3.2 Professional Construction Health and Safety Officer</b>			<b>10</b>
3.1	Provide the following information for the Construction Health and Safety Officer <ul style="list-style-type: none"> <li>• A detailed CV</li> <li>• Proof of professional registration with SACPCMP as a professional Construction Health and Safety Officer</li> </ul>	0-2 years post registration relevant construction experience as Professional Construction Health and Safety Officer		3
		2-3 years post registration relevant construction experience as Professional Construction Health and Safety Officer		7
		3 or more years post registration relevant construction experience as Professional Construction Health and Safety Officer		10
<b>No</b>	<b>Name of the Key Person</b>	<b>Name of the Qualification(s)</b>	<b>Portfolio/Position</b>	<b>CVs and Qualifications attached</b>
1				YES    NO
	<b>3.3 Site Agent</b>			<b>10</b>
	Provide the following information for the Site Agent <ul style="list-style-type: none"> <li>• A detailed CV showing experience as a Site Agent</li> <li>• Copy of Built-environment academic qualification (where required)</li> </ul>	0-2 years relevant construction experience as Site Agent with built-environment academic qualification, or		3
		4 - 6 years relevant construction experience as Site Agent without built-environment academic qualification		6
		3-5 years relevant construction experience as Site Agent with built-environment academic qualification, or		6
		7 - 10 years relevant construction experience as Site Agent without built-environment academic qualification		10
	6 or more years relevant construction experience as Site Agent with built-environment academic qualification, or		10	

Jm  
 bm **41**



### Functionality Evaluation Criteria and Point Allocation

No	Name of the Key Person	Name of the Qualification(s)	CVs and Qualifications attached	
			YES	NO
		11 or more years relevant construction experience as Site Agent <b>without</b> built-environment academic qualification		
<b>TOTAL FUNCTIONALITY SCORE</b>			<b>100</b>	

**NB:** If a bid fails to achieve the minimum qualifying score for functionality of **Sixty Percent 60% (60 points)**, it will automatically be regarded as non-compliant, and shall be not considered any further in the evaluation process.

JM

SM

42

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2 DEFINITIONS

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

## 3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons historically disadvantaged on the <b>basis of race</b> with at least 51% ownership	3	5		
Persons historically disadvantaged on the <b>basis of gender</b> with at least 51% ownership	3	5		
Persons with at least 51% ownership who are <b>youth</b>	2	5		
Persons historically disadvantaged by unfair discrimination on the <b>basis of disability</b> with at least 51% ownership	2	5		
Non-compliant contributor	0	0		
<b>Total</b>	<b>10</b>	<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

## T2.1.7: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	CONSTRUCTION OF MOLETLANE NEW POLICE STATION: LIMPOPO PROVINCE		
Tender no:	19/1/9/1/74 TB (23)		

1. The undersigned **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)*

	Date		Title or Details
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Initials and Surname		Signature	Position
			Date

Name of Tenderer: \_\_\_\_\_

**OR**

2. The undersigned **confirm that no communications** were received from the South African Police Services before the submission of this tender offer, amending the tender documents.

Initials and Surname	Signature	Position	Date

Name of Tenderer: \_\_\_\_\_

48

**CONSTRUCTION OF MOLETLANE NEW POLICE  
STATION: LIMPOPO PROVINCE**

**BID19/1/9/1/74 TB (23)**

**PART C:**

**CONTRACT**

**Part C1:**

**Agreements and contract data:**

## C 1.1: FORM OF OFFER AND ACCEPTANCE

**Tender\* no:** 19/1/9/1/74 TB (23)

### OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **CONSTRUCTION OF MOLETLANE NEW POLICE STATION: LIMPOPO PROVINCE**

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.

### SIGNED FOR THE TENDERER:

Signature	Capacity	Name and surname of representative	Date
Name and address of Tenderer:			

### WITNESSED BY:

Signature	Name and surname of witness	Date

Tender no: 19/1/9/1/74 TB (23)

**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 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Occupational Health and Safety, site information, 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect, on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now Contractor) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**SIGNED FOR THE EMPLOYER:**

Signature	Capacity	Name and surname of representative	Date

<b>Name of Organisation:</b>	South African Police Service
<b>Address of Organisation:</b>	Supply Chain Management Private Bag X254 Pretoria 117 Cresswell Road Silverton

**WITNESSED BY:**

Signature	Name and surname of witness	Date

Tender no: 19/1/9/1/74 TB (23)

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b> NONE
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

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

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



## C1.2: CONTRACT DATA: JBCC SERIES 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title	<b>LIMPOPO: MOLETLANE – CONSTRUCTION OF A NEW POLICE STATION</b>
---------------	--

Tender no:

	<p>The Conditions of Contract are clauses 1 to 41 of the <b>JBCC Series 2000 Principal Building Agreement</b> (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
--	--

	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> contains all variables referred to in this document and is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>contractor</b>. <i>Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</i></p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets</p>
--	--

42.0	<b>Part 1: Contract Data completed by the Employer:</b>
------	---

42.1	<b>CONTRACTING AND OTHER PARTIES</b>
42.1.1	<p><b>Employer:</b></p> <p><b>Government of the Republic of South Africa in its South African Police Service</b></p> <p>Postal address: <b>Private Bag X254 Pretoria 0001</b></p> <p>Tel: <b>012 841 7000</b> Fax: <b>012 841 7495</b></p> <p>Physical address: <b>Supply Chain Management 117 Cresswell Rd Silverton 0127</b></p>
[1.2]	



Tender no:

42.1.2 [1.1, 5.1]	<b>Principal Agent:</b>  Postal address:  Tel:                      Fax:
[1.1]	<b>Representative of the Employer:</b> <b>Col J Mhlanga/Lt Col Kubayi</b>  Postal address:  <b>Private Bag X 254</b> <b>Pretoria</b> <b>0001</b>  Tel: <b>0128456000</b> Fax: <b>N/A</b>
42.1.3 [1.1, 5.2]	<b>Agent (1)</b> <b>N/A</b>  <b>Agent's service:</b> <b>N/A</b>  Postal address:  <b>N/A</b>  Tel: <b>N/A</b> Fax: <b>N/A</b>
42.1.4 [1.1, 5.2]	<b>Agent (2)</b> <b>N/A</b>  <b>Agent's service:</b> <b>N/A</b>  Postal address:  <b>N/A</b>  Tel: <b>N/A</b> Fax: <b>N/A</b>
42.1.5 [1.1, 5.2]	<b>Agent (3)</b> <b>N/A</b>  <b>Agent's service:</b> <b>N/A</b>  Postal address: <b>N/A</b> <b>N/A</b>  Tel: <b>N/A</b> Fax: <b>n/a</b>

54



Tender no:

42.1.6 [1.1, 5.2]	<b>Agent (4)</b> N/A  <b>Agent's service:</b> N/A  Postal address:  N/A  Tel: N/A                  Fax: N/A
42.1.7 [1.1, 5.2]	<b>Agent (5)</b> N/A  <b>Agent's service:</b> N/A  Postal address: N/A  Tel:                          Fax:
42.1.8 [1.1, 5.2]	<b>Agent (6)</b> N/A  <b>Agent's service:</b>   Postal address:   Tel:                          Fax:
42.1.9 [1.1, 5.2]	<b>Agent (7)</b> N/A  <b>Agent's service:</b> N/A  Postal address:  N/A  Tel: N/A                  Fax:
<b>42.2</b>	<b>CONTRACT DETAILS</b>
42.2.1 [1.1]	<b>Works description:</b> Refer to document – Scope of Work.
42.2.2 [1.1]	<b>Site description:</b> Refer to document – Site Information.



42.2.4 [41.0]	Specific options that are applicable to a <b>State</b> organ only Where so :
------------------	---

**Tender no:**

[1.1 #] [31.11.2 #] [31.12.2#]	1) Interest rate legislation: The interest rate applicable will be as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
[11.2.#]	2) Lateral support insurance to be effected by the contractor: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[31.4.2 #]	3) Payment will be made for materials and goods Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[40.2.2.#]	4) Dispute resolution by litigation Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[26.1.2 #]	5) Extended <b>defects</b> liability period applicable to the following elements: <b>Mechanical and Electrical Works (12 months Defects Liability Period)</b>
42.2.6 [15.3]	Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the site: One (1) <b>working day</b> .
42.2.7 [24.3.1] [30.1]	For the <b>works</b> as a whole: The date for <b>practical completion</b> shall be <b>Twenty Four (24) months</b> from the <b>site handover</b> date and the <b>penalty per calendar day</b> shall be as per the <b>Appendix A</b> attached herein upon <b>award</b> .
42.2.8 [24.3.1] [28.1]	For the <b>works</b> in <b>sections</b> : The date for <b>practical completion</b> from the <b>commencement date</b> and the <b>penalty per calendar day</b> :  Section 1: <b>N/A</b> <b>Penalty:</b> Section 2: <b>N/A</b> <b>Penalty:</b>  Section 3: <b>N/A</b> <b>Penalty:</b>  Section 4: <b>N/A</b> <b>Penalty:</b>  Section 5: <b>N/A</b> <b>Penalty:</b>  Section 6: <b>N/A</b> <b>Penalty:</b>
42.2.9 [1.2]	The law applicable to this <b>agreement</b> shall be that of the: <b>Republic of South Africa</b>



Tender no:

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 # 12.1 #]	Contract works insurance to be effected by the <b>contractor</b> <input checked="" type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 20% With a deductible not exceeding 10% of each and every claim Or <input type="checkbox"/> For the minimum sum of R With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1 #, 10.2 #, 12.1 #]	Supplementary insurance is required: <b>Yes</b> To the minimum value of the <b>contract sum</b> plus 10 %
42.3.3 [11.1 #, 12.1 #]	Public liability insurance to be effected by the <b>contractor</b> <input checked="" type="checkbox"/> For the sum of R 5 million With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the sum of R With a deductible not exceeding 5% of each and every claim
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the <b>contractor</b> For the sum of R <i>N/A</i> With a deductible of R

42.4	DOCUMENTS
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the <b>contractor</b> free of charge
42.4.3	<b>Bills of quantities / Lump sum document</b> schedule of rates drawn up in accordance with: <input checked="" type="checkbox"/> Standard System of Measuring Building Work (seventh edition as amended) Or <input type="checkbox"/> Standard System of Measuring Building Work for Small or Simple Buildings 1999 Or <input type="checkbox"/> Other( <i>Specify</i> )
42.4.5 [3.4]	<b>JBCC Engineering General Conditions</b> are to be included in the <b>contract documents: No</b>



<p>42.4.6 [31.5.3]  [32.13]</p>	<p>The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in accordance with the <b>JBCC Contract Price Adjustment Provisions (CPAP)</b> as set out in the <b>CPAP Indices Application Manual</b> as prepared by the <b>JBCC Series 2000</b>, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"><li>1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities</li><li>2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170</li><li>3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries</li><li>4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted</li><li>5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</li></ol> <p>Alternative Indices: <b>Not Applicable</b></p>
<p>42.4.7 [3.10]</p>	<p>Details of changes made to the provisions of <b>JBCC</b> standard documentation</p> <p><b>Clause</b></p> <p>1.1 <b>COMMENCEMENT DATE</b> – means the date that the <b>agreement</b>, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p><b>CONSTRUCTION GUARANTEE</b> – means a guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's</b> construction guarantee form as selected in the <b>schedule</b></p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the <b>site handover</b> date and ending on the date of <b>practical completion</b></p> <p><b>CORRUPT PRACTICE</b> – means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the acquisition process or in contract execution</p> <p><b>FRAUDULENT PRACTICE</b> – means a misrepresentation of facts in order to influence a acquisition process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition</p> <p><b>INTEREST</b> – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)</p> <p><b>PRINCIPAL AGENT</b> – means the person or entity appointed by the <b>employer</b> and named in the <b>schedule</b>. In the event of a <b>principal agent</b> not being appointed, then all the duties and obligations of a <b>principal agent</b> as detailed in the <b>agreement</b> shall be fulfilled by a representative of the <b>employer</b> as named in the <b>schedule</b></p>



	<p><b>SECURITY</b> – means the form of security provided by the <b>employer</b> or <b>contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor</b> or <b>employer</b> may recover expense or loss</p>
1.6	Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:
1.6.4	No clause
3.2.1	A <b>construction guarantee</b> in terms of 14.0, where so elected in his tender
3.7	Add at the end thereof:  The <b>contractor</b> shall supply and keep a copy of the <b>JBCC Series 2000 Principal Building Agreement</b> and Preliminaries applicable to this contract on the <b>site</b> , to which the <b>employer</b> , <b>principal agent</b> and <b>agents</b> shall have access at all times.
3.10	Replace the second reference to " <b>principal agent</b> " with the word " <b>employer</b> "
4.3	No clause
5.1.2	under clause 41- Include reference to 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the <b>employer</b> has retained its authority and has not given a mandate to the <b>principal agent</b> and in terms of which the <b>employer</b> shall sign all documents
10.5	Add the following as 10.5  <b>Damage to the works</b>  (1) Without in any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary  (2) The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b>  (3) The <b>employer</b> shall carry the risk of damage to or destruction of the <b>works</b> and materials paid for by the <b>employer</b> that is the result of the excepted risks as set out in 10.6  (4) Where the <b>employer</b> bears the risk in terms of this contract, the <b>contractor</b> shall, if requested to do so, reinstate any damage or destroyed portions of the <b>works</b> and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof
10.6	Add the following as 10.6  <b>Injury to Persons or loss of or damage to Properties</b>  (a) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the <b>works</b> unless due to any act or negligence of any person for whose actions the <b>employer</b> is legally liable  (b) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the <b>site</b> , whether belonging to or under the control of the <b>employer</b> or any other body or person, arising out of or in the course of or by reason of the execution of the <b>works</b> unless due to any act or negligence of any person for whose actions the <b>employer</b> is legally liable



- (c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (5) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (6) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

#### **HIGH RISK INSURANCE**

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

##### **10.7.1 Damage to the works**

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

##### **10.7.2 Injury to persons or loss of or damage to property**

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) calendar

60