

**19/1/9/1/49 TB (23): CONSTRUCTION OF HUKU NEW POLICE STATION:
EASTERN CAPE 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

32

T2.1.2: COMPULSORY CLARIFICATION MEETING CERTIFICATE

| | | | |
|-----------------------|---|--|--|
| Project title: | CONSTRUCTION OF HUKU NEW POLICE STATION: EASTERN CAPE PROVINCE | | |
| Tender no: | 19/1/9/1/49 TB (23) | | |
| Closing date: | 2023-10-09 | | |

This is to certify that I, _____

representing the company of _____

attended the compulsory clarification meeting on: **2023-09-14**

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 |

| | | |
|--------------------------|-----------|------------|
| BRIGADIER A DU P BENTLEY | | 2023-09-14 |
| SAPS Representative | Signature | Date |

33

T2.1.3: SCHEDULE OF SUB-CONTRACTORS

| | |
|-----------------------|---|
| Project title: | CONSTRUCTION OF HUKU NEW POLICE STATION: EASTERN CAPE PROVINCE |
| Tender no: | 19/1/9/1/49 TB (23) |

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 | |

| | | | |
|-------------------------------|------------------|-------------|--|
| | | | |
| Name of representative | Signature | Date | |

34

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

T2.1.5: CAPACITY OF TENDERER

| | | | |
|-------------------|---|------------------|------------|
| Project title: | <i>CONSTRUCTION OF HUKU NEW POLICE STATION: EASTERN CAPE PROVINCE</i> | | |
| Tender number: | 19/1/9/1/49 TB (23) | Closing date: | 2023-10-09 |
| Advertising date: | 2023-08-24 | Validity period: | 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

| EASTERN CAPE PROVINCE: CONSTRUCTION OF HUKU POLICE STATION | | | |
|--|--|--|------------------|
| No | Criteria | Evaluation Indicators | Applicable Value |
| 1 | RELEVANT CONSTRUCTION WORKS EXPERIENCE ON PREVIOUS CONTRACTS OF A SIMILAR NATURE, SCOPE AND/OR COMPLEXITY. | | 50 |
| | 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. <i>Projects will only be considered for scoring when there is a valid reference letter from consultants/clients submitted with the tender document.</i> | One (1) Construction related project of similar nature, scope, and complexity at R 30 million or higher | 15 |
| | | Two (2) Construction related projects of similar nature, scope, and complexity at R 30 million or higher | 20 |
| | | Three (3) Construction related projects of similar nature, scope, and complexity at R 30 million or higher | 30 |
| | | Four (4) Construction related projects of similar nature, scope, and complexity at R 30 million or higher | 35 |
| | | Five (5) Construction related projects of similar nature, scope, and complexity at R 30 million or higher | 50 |

Note: Similar scope and nature means a development that entails building works (capital works)

SM

39



SB

cm

Functionality Evaluation Criteria and Point Allocation

| # | NAME OF PROJECT | CLIENT | PRACTICAL COMPLETION DATE | FINAL CONTRACT VALUE |
|---|-----------------|--------|------------------------------|-------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |

40

Functionality Evaluation Criteria and Point Allocation

| No | Criteria | Evaluation Indicators | | Applicable Value | |
|-----|--|---|--------------------|---------------------------------|----|
| 2. | FINANCIAL CAPACITY | | | 20 | |
| | 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 | |
| No | Name of Bank | Contact Person | Contact Number | Date of letter | |
| 1 | | | | | |
| 2 | | | | | |
| No | Criteria | Evaluation Indicators | | Applicable Value | |
| 3. | COMPETENCE OF KEY PERSONEL(S), PROFESSIONAL AND TECHNICAL PERSONNEL | | | 40 | |
| | 3.1 Professional Construction Manager (registered with SACPCMP) | | | 15 | |
| 3.1 | Provide the following information for the Construction Manager <ul style="list-style-type: none"> A detailed CV, Proof of professional registration with SACPCMP as a professional Construction Manager | 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 | | 10 | |
| | | 3 or more years post registration relevant construction experience as a Professional Construction Manager | | 15 | |
| No | Name of the Key Person | Name of the Qualification(s) | Portfolio/Position | CVs and Qualifications attached | |
| | | | | YES | NO |
| 1 | | | | | |
| | 3.2 Professional Construction Health and Safety Officer | | | 15 | |
| 3.1 | Provide the following information for the Construction Health and Safety Officer <input type="checkbox"/> <ul style="list-style-type: none"> A detailed CV <input type="checkbox"/> Proof of professional registration with SACPCMP as a professional Construction Health and Safety Officer | 0-2 years post registration relevant construction experience as Professional Construction Health and Safety Officer | | 5 | |
| | | 2-3 years post registration relevant construction experience as Professional Construction Health and Safety Officer | | 10 | |
| | | 3 or more years post registration relevant construction experience as Professional Construction Health and Safety Officer | | 15 | |
| No | Name of the Key Person | Name of the Qualification(s) | Portfolio/Position | CVs and Qualifications attached | |
| | | | | YES | NO |
| 1 | | | | | |
| | 3.3 Site Agent | | | 10 | |
| | Provide the following information for the Site Agent <ul style="list-style-type: none"> A detailed CV showing experience as a Site Agent Copy of Built-environment academic qualification (where required) | 0-2 years relevant construction experience as Site Agent with built-environment academic qualification. or 4 - 6 years relevant construction experience as Site Agent without built-environment academic qualification | | 3 | |
| | | 3-5 years relevant construction experience as Site Agent with built-environment academic qualification. or 7 - 10 years relevant construction experience as Site Agent without built-environment academic qualification | | 6 | |

41



Functionality Evaluation Criteria and Point Allocation

| | | | |
|---------------------------|------------------------|---|---------------------------------|
| | | 11 or more years relevant construction experience as Site Agent without built-environment academic qualification | |
| No | Name of the Key Person | Name of the Qualification(s) | CVs and Qualifications attached |
| | | | YES NO |
| | | | |
| TOTAL FUNCTIONALITY SCORE | | | 110 |
| | | 6 or more years relevant construction experience as Site Agent with built-environment academic qualification. or | 10 |

NB: If a bid fails to achieve the minimum qualifying score for functionality of **Sixty Percent 60% (66 points), it will automatically be regarded as non-compliant, and shall be not considered any further in the evaluation process.**

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 |
| Total points for Price and SPECIFIC GOALS | 100 |

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

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

2 DEFINITIONS

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

3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \end{array}$$

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 basis of race with at least 51% ownership | 3 | 5 | | |
| Persons historically disadvantaged on the basis of gender with at least 51% ownership | 3 | 5 | | |
| Persons with at least 51% ownership who are youth | 2 | 5 | | |
| Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership | 2 | 5 | | |
| Non-compliant contributor | 0 | 0 | | |
| Total | 10 | 20 | | |

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.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

T2.1.7: RECORD OF ADDENDA TO TENDER DOCUMENTS

| | | | |
|-----------------------|---|--|--|
| Project title: | CONSTRUCTION OF HUKU NEW POLICE STATION: EASTERN CAPE PROVINCE | | |
| Tender no: | 19/1/9/1/49 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 | 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 HUKU NEW POLICE STATION: EASTERN CAPE PROVINCE

BID19/1/9/1/49 TB (23)

PART C: CONTRACT

**Part C1:
Agreements and contract data:**

C 1.1: FORM OF OFFER AND ACCEPTANCE

Tender* no: 19/1/9/1/49TB (23)

OFFER

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

| | |
|-------------------------|---|
| Rand (in words): | |
| | |
| Rand in figures: | 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: 19/1/9/1/49 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 |

| | |
|---------------------------------|--|
| Name of Organisation: | South African Police Service |
| Address of Organisation: | Supply Chain Management Private Bag X254 Pretoria 117 Cresswell Road Silverton |

WITNESSED BY:

| | | |
|-----------|-----------------------------|------|
| | | |
| Signature | Name and surname of witness | Date |

Tender no: 19/1/9/1/49 TB (23)

Schedule of Deviations

| |
|----------------------------|
| 1.1.1. Subject: |
| Detail: <i>NONE</i> |
| 1.1.2. Subject: |
| Detail: |
| 1.1.3. Subject: |
| Detail: |
| 1.1.4. Subject: |
| Detail: |
| 1.1.5. Subject: |
| Detail: |
| 1.1.6. Subject: |
| Detail: |

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

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



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

| | |
|---------------|---|
| Project title | EASTERN CAPE PROVINCE: HUKU – CONSTRUCTION OF A NEW POLICE STATION |
|---------------|---|

Tender no:

| | |
|--|--|
| | <p>The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (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>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. 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</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 schedule. Key cross reference clauses are italicised in [] brackets</p> |
|--|--|

| | |
|------|---|
| 42.0 | Part 1: Contract Data completed by the Employer: |
|------|---|

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


SM
SM



Tender no:

| | |
|----------------------|---|
| 42.1.2 [1.1, 5.1] | Principal Agent: Postal address: Tel: Fax: |
| [1.1] | Representative of the Employer: Postal address: Tel: Fax: |
| 42.1.3 [1.1, 5.2] | Agent (1) Agent's service: Postal address: Tel: Fax: |
| 42.1.4 [1.1, 5.2] | Agent (2) Agent's service: Postal address: Tel: Fax: |
| 42.1.5 [1.1, 5.2] | Agent (3) Agent's service: Postal address: Tel: Fax: |

S.M.



Tender no:

| | |
|----------------------|--|
| 42.1.6 [1.1, 5.2] | Agent (4) Agent's service: Postal address: Tel: Fax: |
| 42.1.7 [1.1, 5.2] | Agent (5) Agent's service: Postal address: Tel: Fax: |
| 42.1.8 [1.1, 5.2] | Agent (6) N/A Agent's service: Postal address: Tel: Fax: |
| 42.1.9 [1.1, 5.2] | Agent (7) N/A Agent's service: Postal address: Tel: Fax: |

| | |
|------------------|---|
| 42.2 | CONTRACT DETAILS |
| 42.2.1 [1.1] | Works description: Refer to document – Scope of Work. |
| 42.2.2 [1.1] | Site description: Refer to document – Site Information. |
| 42.2.4 [41.0] | Specific options that are applicable to a State organ only Where so : |

SM
S.M.A.



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 defects liability period applicable to the following elements: Mechanical and Electrical Works (12 months Defects Liability Period) |
| 42.2.6 [15.3] | Period for the commencement of the works after the contractor takes possession of the site : One (1) working day . |
| 42.2.7 [24.3.1] [30.1] | For the works as a whole: The date for practical completion shall be Twenty Four (24) months from the site handover date and the penalty per calendar day shall be as per the Appendix A attached herein upon award. |
| 42.2.8 [24.3.1] [28.1] | For the works in sections : The date for practical completion from the commencement date and the penalty per calendar day : Section 1: N/A Penalty: Section 2: N/A Penalty: Section 3: N/A Penalty: Section 4: N/A Penalty: Section 5: N/A Penalty: Section 6: N/A Penalty: |
| 42.2.9 [1.2] | The law applicable to this agreement shall be that of the: Republic of South Africa |


SM
1.2.2



Tender no:

| | |
|--|---|
| 42.3 | INSURANCES |
| 42.3.1 [10.1 #, 10.2 # 12.1 #] | Contract works insurance to be effected by the contractor <input checked="" type="checkbox"/> To the minimum value of the contract sum 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: Yes To the minimum value of the contract sum plus 10 % |
| 42.3.3 [11.1 #, 12.1 #] | Public liability insurance to be effected by the contractor <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 contractor For the sum of R N/A 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 contractor free of charge |
| 42.4.3 | Bills of quantities / Lump sum document 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] | JBCC Engineering General Conditions are to be included in the contract documents : No |


5m



| | |
|-----------------------------------|---|
| 42.4.6 [31.5.3] [32.13] | <p>The contract value is to be adjusted using CPAP indices: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none">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 quantities2) 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 1703) 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 preliminaries4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted5) 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 <p>Alternative Indices: Not Applicable</p> |
| 42.4.7 [3.10] | <p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause</p> <p>1.1 COMMENCEMENT DATE – means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule</p> <p>CONSTRUCTION PERIOD – means the period commencing on the site handover date and ending on the date of practical completion</p> <p>CORRUPT PRACTICE – 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>FRAUDULENT PRACTICE – 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>INTEREST – 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>PRINCIPAL AGENT – means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule</p> |

5m



| | |
|-------|--|
| | <p>SECURITY – means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer 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 construction guarantee in terms of 14.0, where so elected in his tender |
| 3.7 | Add at the end thereof: The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site , to which the employer , principal agent and agents shall have access at all times. |
| 3.10 | Replace the second reference to " principal agent " with the word " employer " |
| 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 employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer shall sign all documents |
| 10.5 | Add the following as 10.5 Damage to the works (1) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary (2) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works (3) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6 (4) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works 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 Injury to Persons or loss of or damage to Properties (a) The contractor shall be liable for and hereby indemnifies the employer 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 works unless due to any act or negligence of any person for whose actions the employer is legally liable (b) The contractor shall be liable for and hereby indemnifies the employer 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 site , whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer 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

SM