

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY,
DELIVERY, INSTALLATION AND COMMISSIONING OF PRE-
MANUFACTURED COLLAPSABLE UNITS FOR THE PERIOD OF
FIVE (05) YEARS TO THE SOUTH AFRICAN POLICE SERVICE:
NATIONALLY**

BID: 19/1/9/1/121TB(22)

**PART C
CONTRACT**

**PART C1
AGREEMENTS AND CONTRACT DATA**

C 1.1: FORM OF OFFER AND ACCEPTANCE

Tender* no: 19/1/9/1/121TB(22)

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF PRE-MANUFACTURED COLLAPSABLE UNITS FOR THE PERIOD OF FIVE (05) YEARS TO THE SOUTH AFRICAN POLICE SERVICE: NATIONALLY**

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):	AS PER THE ATTACHED BILLS OF QUANTITIES PER PROVINCE AND THE FINAL SUMMARY PAGE.
Rand in figures:	AS PER THE ATTACHED BILLS OF QUANTITIES AND THE FINAL SUMMARY PAGE.

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

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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

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Schedule of Deviations

1.1.1. Subject:
Detail: NONE
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.

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

Project title	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF PRE-MANUFACTURED COLLAPSABLE VICTIM FRIENDLY UNITS
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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>
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	<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>
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42.0	Part 1: Contract Data completed by the Employer:
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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]	

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42.1.2 [1.1, 5.1]	Principal Agent: Programme and Project Management Postal address: 18 De Havilland Crescent Persoquor Techno Park Pretoria Tel: (012) 349 6054 Fax: (012) 845 8687
[1.1]	Representative of the Employer: Col. Baliso M Postal address: Private Bag X 254 Pretoria 0001 Tel: (012) 841 7070 Fax: (012) 841 7495
42.1.3 [1.1, 5.2]	Agent (1) N/A Agent's service: Postal address: Tel: Fax:
42.1.4 [1.1, 5.2]	Agent (2) N/A Agent's service: Postal address: Tel: Fax:
42.1.5 [1.1, 5.2]	Agent (3) N/ Agent's service: N/A Postal address: Tel: Fax:

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

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

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

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<p>42.4.6 [31.5.3] [32.13]</p>	<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 quantities 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 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 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 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 <p>Alternative Indices: Not Applicable</p>
<p>42.4.7 [3.10]</p>	<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 commencement 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>

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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

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**

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days of the commencement date but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

14.0 Replace the entire clause 14.0 with the following:

14.0 SECURITY

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be provided by the **contractor** to the **employer** will be a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where the **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

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- 14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party
- 14.4 Where **security** as a variable **construction guarantee** of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:
- 14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender
- 14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**
- 14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)
- 14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**
- 14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8(A) and 34.8
- 14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both
- 14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the works the **employer** shall refund the cash deposit in total to the **contractor**
- 14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
- 14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

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- 14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)
- 14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**
- 14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**
- 14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable
- 15.1.1 No clause
- 15.1.2 The **security** selected in terms of 14.0
- 15.1.4 Add 15.1.4 as follows:
- An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of **commencement date**
- 15.2.1 Under 41: Amend to read as follows:
- "Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4
- 17.1.11 Delete the words "and the appointment of **nominated** and **selected subcontractors**"
- 20.1.3 No clause
- 21.0 No clause
- 26.1.2 Add # next to 26.1.2
- 29.2.5 No clause
- 31.5.2 Security adjustments in terms of 14.0 or 31.8
- 31.8 Amend as follows:
- 31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In

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such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**.

31.8(B) Where security is a payment reduction in term of 14.7 has been selected the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except were the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."

32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the
32.5.4 **contractor**"
and
32.5.7

34.1 Remove #

34.2 Add # next to 34.2

34.8 The **principal agent** shall certify one hundred per cent (100%) of the amount of the **final account** in the **final payment certificate**

34.13 Replace "seven (7) **calendar days**" with "twenty one (21) **calendar days**" and delete the words: "subject to the **employer** giving the **contractor** a tax invoice for the amount due"

36.1 Add the following clauses 36.1.3 to 36.1.5, under 36.1 to read as follows:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

36.3 Remove reference to "No clause", and replace "**principal agent**" with "**employer**"

36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this
37.5 **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever,
and the **contractor** shall on written instruction, discontinue with the **works** on a date stated
38.7 and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to
withdraw from the **works** on the grounds of any lien or right of retention or on the grounds
of any other right whatsoever"

37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)"
and
38.5.4

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	<p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such a report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
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42.0	Part 2: Contract Data provided by the Contractor:
42.5	CONTRACT DETAILS
42.5.1	<p>Contractor:</p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____</p>
42.5.2	<p>The accepted contract sum inclusive of tax is R _____</p> <p>Amount in words: _____</p>
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate : _____
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>

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Tender no:

42.5.7 [14]	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p> <p>(1) cash deposit of 10 % of the contract sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(2) variable construction guarantee of 10 % of the contract sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(4) cash deposit of 5% of the contract sum (excluding. VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding. VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(5) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>
42.5.8 [29.7.2]	<p>The annual building holiday period after the commencement of the construction period:</p> <p>From: _____ to _____</p>
42.6 42.6.1	<p>DOCUMENTS</p> <p>Contract documents marked and annexed hereto:</p> <p>Priced bills of quantities: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Lump sum document: : Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Guarantees: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Contract drawings: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Other documents: Yes <input type="checkbox"/> No <input type="checkbox"/> (<i>Attach additional pages if more space is required</i>)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: right; font-size: 2em; font-weight: bold;">108</p>

Tender no:

APPENDIX A
CALCULATION OF PENALTY

The following calculation of **penalty** will be based on the tendered amount of the awarded **contractor** and it shall be carried forward to item 42.2.7 of this **contract data** for **works** to be completed as a whole and item 42.2.8 for **works** to be completed in **sections**.

CONSTRUCTION PERIOD		RATE PER R100 OF ESTIMATE	
1	month	27,5	cents
1,5	months	22	cents
2	months	16,5	cents
2,5	months	13,5	cents
3	months	11	cents
3,5	months	9,5	cents
4	months	8,5	cents
4,5	months	7,5	cents
5	months	6,25	cents
6	months	5,75	cents
7	months	4,75	cents
8	months	4	cents
9	months	3,75	cents
10	months	3,5	cents
11	months	3	cents
12	months	2,75	cents
14	months	2,5	cents
15	months	2,25	cents
16	months	2	cents
18	months	1,75	cents
20	months	1,5	cents
21	months	1,5	cents
24	months	1,25	cents
30	months	1	cent
36	months	1	cent
42	months	1	cent

PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R 0 – R 500	nearest R 5
R 501 – R 1 000	nearest R 10
R 1 001 – R 5 000	nearest R 50
R 5 001 and above	nearest R 100

EXAMPLE

Contract sum = R2 500 000 (excluding VAT)
Construction period = 12 months

$$R2\ 500\ 000 \times \frac{0.0275}{100}$$

= R687.50/Calendar day

Therefore rounded off to the nearest R10.00 = R690.00/Calendar day

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**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY,
INSTALLATION AND COMMISSIONING OF PRE-MANUFACTURED
COLLAPSABLE UNITS FOR THE PERIOD OF FIVE (05) YEARS TO THE
SOUTH AFRICAN POLICE SERVICE: NATIONALLY**

BID: 19/1/9/1/121TB(22)

PART C:

CONTRACT

Part C.1.1

Special Conditions



SPECIAL CONDITIONS OF CONTRACT

19/1/9/1/121TB(22)

**BID FOR THE APPOINTMENT OF CONTRACTOR: SUPPLY, DELIVERY,
INSTALLATION AND COMMISSIONING OF PRE-MANUFACTURED
COLLAPSIBLE UNITS: NATIONALLY: FOR THE PERIOD OF FIVE (05) YEARS**



**SPECIAL CONDITIONS OF CONTRACT: 19/1/9/1/121TB (22) BID
FOR THE APPOINTMENT OF CONTRACTOR: SUPPLY, DELIVERY,
INSTALLATION AND COMMISSIONING OF PRE-MANUFACTURED
COLLAPSIBLE UNITS: NATIONALLY: FOR THE PERIOD OF FIVE (05)
YEARS**

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**SPECIAL CONDITIONS OF CONTRACT: 19/1/9/1/121TB (22) BID
FOR THE APPOINTMENT OF CONTRACTOR: SUPPLY, DELIVERY,
INSTALLATION AND COMMISSIONING OF PRE-MANUFACTURED
COLLAPSIBLE UNITS: NATIONALLY: FOR THE PERIOD OF FIVE (05)
YEARS**

ABBREVIATIONS

BAC	: Bid Adjudication Committee
B-BBEE	: Broad-Based Black Economic Empowerment
CPA	: Contract Price Adjustment
CPI	: Consumer Price Index
ROE	: Rates of Exchange
SBD	: Standard Bidding Document
STATS SA	: Statistics South Africa
VAT	: Value- Added Tax



SPECIAL CONDITIONS OF CONTRACT: 19/1/9/1/121TB (22) BID FOR THE APPOINTMENT OF CONTRACTOR: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF PRE-MANUFACTURED COLLAPSIBLE UNITS: NATIONALLY: FOR THE PERIOD OF FIVE (05) YEARS

SECTION A

1. LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the JBCC Edition 4.1 of March 2005 and Contract Data. The Special Conditions of Contract are supplementary to that of the JBCC Principal Building Agreement. Where, however, the Special Conditions of Contract are in conflict with the JBCC Principal Building Agreement, the Special Conditions of Contract prevail.

2. EVALUATION CRITERIA

2.1 Preference Point System

2.1.1 In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2017 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 90 points)
- B-BBEE status level of contributor (maximum 10 points)

2.1.2 The following formula will be used to calculate the points for price:

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

2.1.3 A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:



SPECIAL CONDITIONS OF CONTRACT: 19/1/9/1/121TB (22) BID FOR THE APPOINTMENT OF CONTRACTOR: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF PRE-MANUFACTURED COLLAPSIBLE UNITS: NATIONALLY: FOR THE PERIOD OF FIVE (05) YEARS

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 2.1.4 Bidders are required to complete the preference claim form (**SBD 6.1**), and submit their original sworn affidavit and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.
- 2.1.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 2.1.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted an original Sworn Affidavit /B-BBEE status level certified copy of certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984) or an accredited verification agency will be considered for preference points.
- 2.1.7 Failure on the part of the bidder to comply with paragraphs 2.1.4 and 2.1.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 2.1.8 The SAPS may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- 2.1.9 The points scored will be rounded off to the nearest 2 decimals.
- 2.1.10 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.



SPECIAL CONDITIONS OF CONTRACT: 19/1/9/1/121TB (22) BID FOR THE APPOINTMENT OF CONTRACTOR: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF PRE-MANUFACTURED COLLAPSIBLE UNITS: NATIONALLY: FOR THE PERIOD OF FIVE (05) YEARS

2.1.11 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.

2.1.12 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

2.1.13 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

2.2 Evaluation method

The evaluation will be conducted as follows:

2.2.1 Mandatory conditions

Bidder's documents will be scrutinized to establish if all the mandatory conditions are complied with and/or mandatory documents have been submitted. The bids of the Bidders who failed to comply with all the mandatory conditions and/or who failed to submit the mandatory documentation will be declared invalid.

Only bidders that submitted the mandatory documents, accepted the mandatory conditions and met the specification will be further evaluated.

The bidder must fully comply with Specification number SAPS 32242/19 of the bid. The bidder must indicate in writing **Comply** or **Not Comply** in the relevant column of every field. Failure to do so will be interpreted as **Not Comply**.

The bidder must fully complete and sign all the pages of the Specification and Special Conditions.

2.2.2 Technical evaluation

Bidders offer will be evaluated in accordance with the set specifications.

Only bidders who complied with the mandatory requirements as specified in phase one (1) documents will be scrutinised to ascertain if the bidders comply with the specification.

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SPECIAL CONDITIONS OF CONTRACT: 19/1/9/1/121TB (22) BID FOR THE APPOINTMENT OF CONTRACTOR: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF PRE-MANUFACTURED COLLAPSIBLE UNITS: NATIONALLY: FOR THE PERIOD OF FIVE (05) YEARS

Only bidders that comply with the specification or have minor acceptable deviations, bids will be evaluated in terms of price – phase three (3).

2.2.3 Calculation of points

Price (90) will be calculated taking all costs into consideration to determine the total cost of ownership. The worst case scenario will be utilized to determine the total cost of ownership. All costs will be taken into consideration as per example:

EXAMPLE

Price per fully equipped unit <u>plus</u> cost of transport per km	R 6 000-00
E.g. R1-00 km multiplied by 2000 km <u>plus</u> cost of 16mm ² 3 Core PVC	R 2 000-00
E.g. R2-00 per meter x 100 meter <u>plus</u> total cost of 60 Amp single Pole 6 KA circuit breaker	R 200-00
E.g. R150-00 pm multiplied by one <u>plus</u> total cost of 50 mm diameter galvanized BOSAL	R 150-00
conduit per meter. e.g. R1-00 pm multiplied by 100 meter <u>plus</u> total cost of Weatherproof slide lid J3 enclosure	R 100-00
draw box per box e.g. R55-00 per box multiplied by one <u>plus</u> total cost of Trenching, 300 mm (w) x 600 mm (d)	R 55-00
per meter ³ . e.g. R1-00 pm ³ multiplied by 100 meter <u>plus</u> total cost of reinstating concrete and paving upon	R 100-00
per meter ³ . e.g. R1-00 pm multiplied by 100 meter <u>plus</u> total cost of Supply, installation and connection of 20 mm galvanised pipe plus fittings per meter. e.g. R1-00 pm multiplied by 100 meter	R 100-00



SPECIAL CONDITIONS OF CONTRACT: 19/1/9/1/121TB (22) BID FOR THE APPOINTMENT OF CONTRACTOR: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF PRE-MANUFACTURED COLLAPSIBLE UNITS: NATIONALLY: FOR THE PERIOD OF FIVE (05) YEARS

plus total cost of Installation and connection of 110 mm PVC drain pipping and fittings inclusive of labour and per meter.

E.g. R1-00 pm multiplied by 100 meter material R 100-00

plus total cost of Excavation and backfill of trenches including equipment labour and material per meter.

e.g. R1-00 pm multiplied by 100 meter R 100-00

plus total cost of Casting of aprons 1 meter wide and 100 mm thick including labour and material per meter.

e.g. R1-00 pm multiplied by 100 meter R 100-00

Total cost of ownership R 9 105-00

The formula will be utilized for each item and the cost for the erection of the collapsible units will be added.

The formula will be utilized for all the items pre-manufactured and collapsible mobile units.

Points shall be calculated for price as prescribed by the PPPFA. The bidder that scores the highest points for price (max of 90 points) and B-BBEE points max of 10 points will be added to obtain a total of 100 points. The bid will be evaluated and awarded for all items, per Province.

3. RESPONSE FIELDS

3.1 Bidders are required to submit responsive bids by completing all the prices, mandatory response fields and item questionnaires on the provided pricing schedule for the individual items.

3.2 Non-compliance with this condition **will** invalidate the bid for the item(s) concerned.

4. VALUE ADDED TAX

4.1 All bid prices must be inclusive of 15% Value-Added Tax.

4.2 Failure to comply with this condition may invalidate the bid.

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SPECIAL CONDITIONS OF CONTRACT: 19/1/9/1/121TB (22) BID FOR THE APPOINTMENT OF CONTRACTOR: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF PRE-MANUFACTURED COLLAPSIBLE UNITS: NATIONALLY: FOR THE PERIOD OF FIVE (05) YEARS

5. SUBMISSION OF BIDS

- 5.1 Bidders **must** submit the bid in hard copy format (paper document) to The Divisional Commissioner: Supply Chain Management, 117 Cresswell Rd Silverton **before** the closing date and time.

The hard copy of the bid response will serve as the legal bid document.

The bid must be addressed to The Divisional Commissioner: Supply Chain Management.

- 5.2 Each bid should be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly endorsed.

6. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder.

7. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

8. FRONTING

- 8.1 The South African Police Service supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the South African Police Service condemn any form of fronting.

The South African Police Service, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on



SPECIAL CONDITIONS OF CONTRACT: 19/1/9/1/121TB (22) BID FOR THE APPOINTMENT OF CONTRACTOR: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF PRE-MANUFACTURED COLLAPSIBLE UNITS: NATIONALLY: FOR THE PERIOD OF FIVE (05) YEARS

Complex Structures and

Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist.

Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the South African Police Service may have against the bidder/contractor concerned.

9. SUPPLIER DUE DILIGENCE

The South African Police Service reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.

10. COMMUNICATION

- 10.1 The Divisional Commissioner: Supply Chain Management: South African Police Service may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 10.2 Any communication to any government official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.
- 10.3 All communication between the bidder and the Divisional Commissioner: Supply Chain Management must be done in writing.