

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	X		X	
Persons historically disadvantaged on the basis of gender with at least 51% ownership by women	X		X	
Persons with at least 51% ownership who are youth	X		X	
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership	X		X	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

#### 4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Public Company
- 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: .....

Project title:	<b>APPOINTMENT OF A CONTRACTOR FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE, TESTING AND COMMISSIONING OF WATER BOREHOLE SYSTEM IN GAUTENG PROVINCE FOR THE PERIOD OF TWO (02) YEARS</b>
Tender no:	19/1/9/1/39TB(23)

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

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

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

Signed		Date	
Name		Position	
Tenderer			

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Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".  
For Internal Use

## T 2.1.7: COMPULSORY CLARIFICATION MEETING CERTIFICATE

Project title:	<b>APPOINTMENT OF A CONTRACTOR FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE, TESTING AND COMMISSIONING OF WATER BOREHOLE SYSTEM IN GAUTENG PROVINCE FOR THE PERIOD OF TWO (02) YEARS</b>	
Tender no:	19/1/9/1/39TB(23)	
Closing date:	2023-08-31	

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

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

visited the site on: **2023-08-15 @ 14:00**

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

Name of Tenderer / Company	Signature	Date

Colonel Maluleka		2023-08-15
Name of SAPS Representative	Signature	Date

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

### 3 DECLARATION

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

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

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

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**APPOINTMENT OF A CONTRACTOR FOR DESIGN,  
SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE,  
TESTING AND COMMISSIONING OF WATER  
BOREHOLE SYSTEM IN GAUTENG PROVINCE FOR  
THE PERIOD OF TWO (02) YEARS**

**BID: 19/1/9/1/39TB (23)**

**PART C**

**CONTRACT**

**PART C1**

**AGREEMENTS AND CONTRACT DATA**

## C 1.1: FORM OF OFFER AND ACCEPTANCE

Tender\* no: 19/1/9/1/39TB(23)

### 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 DESIGN, SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE, TESTING AND COMMISSIONING OF WATER BOREHOLE SYSTEM IN GAUTENG PROVINCE FOR THE PERIOD OF TWO (02) YEARS**

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

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

#### THE OFFERED TOTAL OF THE PRICES:

Rand (in words):	
Rand in figures (excluding VAT)	R
Rand in figures (inclusive of VAT)	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: 19/1/9/1/39TB(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: 19/1/9/1/39TB(23)**

**Schedule of Deviations**

**1.1.1. Subject:**

**Detail:**

**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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**CONTRACT DATA FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION,  
MAINTENANCE, TESTING, AND COMMISSIONING OF WATER  
BOREHOLE SYSTEMS**

Tender no:

<b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>	
<b>CONDITIONS OF CONTRACT</b>	
The General Conditions of Contract for Construction Works (2004) [hereinafter referred to as GCC 2004], published by the South African Institution of Civil Engineering, is applicable to this Contract.	
<b>CONTRACT SPECIFIC DATA</b>	
The following contract specific data, amendments, additions, or omissions are applicable to this Contract.	

<b>CLAUSES</b>	<b>Compulsory Data</b>
1.1.14	"Employer" means the Government of the Republic of South Africa in its South African Police Service.
1.2.2	<p>The addresses of the Employer, where the Employer shall receive notices, are as follows:</p> <p>Physical Address:  <b>117 Cresswell Rd</b>  <b>Silverton</b>  <b>0127</b></p> <p>Postal Address:  <b>Private Bag X254</b>  <b>Pretoria</b>  <b>0001</b></p> <p>Facsimile: <b>012-8417495</b></p> <p>Telephone: <b>012-8417070</b></p>
1.1.15	The name of the Engineer is: <b>Colonel Mabunda</b>
1.2.2	<p>The address of the Engineer, where the Engineer shall receive notices, are as follows:</p> <p>Physical Address:  <b>117 Cresswell Rd</b>  <b>Silverton</b>  <b>0127</b></p> <p>Postal Address:  <b>Private Bag X254</b>  <b>Pretoria</b>  <b>0001</b></p> <p>Facsimile: <b>012-8417495</b></p> <p>Telephone: <b>012-8417070</b></p>
1.1.21	Not applicable to this Contract

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Tender no:

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

## Tender no:

	<p>Clause 51.4 – amend to read as follows:</p> <p>“...the Employer shall issue to the Contractor a Certificate of Completion; Provided that the Employer, shall be...”</p> <p>Clause 52.1 – (a) amend to read as follows:</p> <p>“... shall have been delivered by the Employer to the Contractor stating the date...”</p> <p>(b) Delete the entire third paragraph under Clause 52.1</p> <p>3. Add the following paragraph under Clause 2.3:</p> <p>Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Engineer and to issue a new one, and such certificate, instruction, decision or valuation shall for the purposes of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.</p>
6.6	Omit
7.	Replace the word “ <b>GUARANTEE</b> ” with the word “ <b>SECURITY</b> ”
7.1	<p>Replace in its entirety with the following:</p> <p>The Contractor shall deliver to the Employer within 21 days of the Commencement Date the form of security selected in the Contract Data and any expenditure incurred in doing so shall be borne by the Contractor.</p>
7.2	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 21 days from the Commencement Date, it will be deemed that the Contractor has selected a security in the form of a retention of 10% of the Value of Works (excluding of VAT)
9.1	<p>Replace in its entirety with the following:</p> <p>The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights to which it may be entitled.</p>
9.2	<p>Add the following as 9.2:</p> <p>The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalising the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>
9.3	<p>Add the following as 9.3</p> <p>The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>

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## Tender no:

9.4	<p>Add the following as 9.4</p> <p>In case of the Contractor providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.</p>
9.5	<p>Add the following as 9.5</p> <p>The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.</p>
9.6	<p>Add the following as 9.6</p> <p>All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.</p>
10.1	<p>Replace with the following:</p> <p>The Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works within 14 days calculated from the date the Contractor is given access to and possession of the Site in terms of Clause 11.</p>
11.1.1	<p>Replace the words "On the Commencement Date" with the words "Within 14 days of the Contractor submitting to the Engineer an acceptable health and safety plan required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)"</p>
12.2	<p>The Contractor shall deliver his programme of work within 14 days from date of Site hand-over.</p>
12.3.3	<p>Amend as follows:</p> <p>"Rates of progress for the various parts of the Works taking account, inter alia, of design, acquisition, construction, testing, time risk, float, and any other necessary and relevant facts, and"</p>
13.1	<p>Amend as follows:</p> <p>"On the date possession is given to the Contractor, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of Contractor.</p>
25.2	<p>Insert the words "in writing" to read as follows:</p> <p>"... unless he considers it unnecessary and advises the Contractor accordingly in writing..."</p>
26.2	<p>Replace the words "within a reasonable time" with the words "within the time period stipulated by the Engineer in such order..."</p>
28.1	<p>Add the following at the end thereof</p> <p>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.</p>

Tender no:

35	<p>Replace in its entirety with the following:</p> <p>Unless otherwise stated adequate insurance is the responsibility of the Contractor. The Contractor shall submit the insurance policy to the Employer for approval, if so requested.</p> <p><b>Damage to the Works</b></p>
35.1	<ul style="list-style-type: none"> <li>(a) 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 he may deem necessary.</li> <li>(b) 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.</li> <li>(c) The Employer shall carry the risk of damage to or destruction of the Works and material paid for by the Employer that is the result, whether direct or indirect or proximate or remote, of the excepted risks as set out in Clause 35.2.</li> <li>(d) 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 Clause 44 hereof.</li> </ul>
35.2	<p><b>Injury to Persons or loss of or damage to Properties</b></p> <ul style="list-style-type: none"> <li>(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 neglect of any person for whose actions the Employer is legally liable.</li> <li>(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 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 neglect of any person for whose actions the Employer is legally liable.</li> </ul> <p>The Contractor shall upon receiving an Order in Writing from the Engineer 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 as stated in Sub-Clause 53 (4) hereof.</p> <ul style="list-style-type: none"> <li>(c) 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 Completion.</li> <li>(d) 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 and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with support until such portion of the Works has been completed.</li> <li>(e) 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.</li> </ul>

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Tender no:

35 (A)	<p><b>HIGH RISK INSURANCE</b></p> <p>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 do line formation the following will apply:</p> <p>(1) <b>Damage to the Works</b></p> <p>The Contractor shall, from the Commencement Date of the Works until the date of the Certificate of 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</p> <p>When instructed to do so by the Engineer, 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.</p> <p>(2) <b>Injury to Persons or Loss of or damage to Properties</b></p> <p>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 Contract Period 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.</p> <p>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 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 Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 35 (A) (1) and 35 (A) (2) above. Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall, within 21 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.</p> <p>(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 Clauses 35 (A) (1), 35 (A) (2) and (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.</p>
36.4	Delete
37.2.2.3	The percentage allowance to cover the overhead charges is 33%, except on material cost where the percentage allowance is 10%
40.2	<p>Add the following to the end of the second paragraph:</p> <p>"which costs may be deducted from any payments due to the Contractor in terms of the Contract or any other Contract, now or in the future, existing between the Employer and the Contractor and for this purpose all these contracts shall be considered one indivisible whole."</p> <p style="text-align: right;">60</p>

Tender no:

42.1	<p>The Works shall be completed within:</p> <p><i>The period per site that will be determined and agreed upon in writing (up to the maximum of four (4) calendar months from the site handover date) between the SAPS Project Manager and contractor based on the need and the scope of work per site within the term contract period.</i></p>
43.1	<p>The penalty for failing to complete the Works is 0,1% of the contract amount per calendar day.</p> <p><i>The contract amount and penalty amount will be determined per site</i></p>
46.2	<p>Contract Price Adjustment (CPA) will be applicable</p> <p>If CPA is applicable, the value of the payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where:</p> <p>The value of "x" is 0,15</p> <p>The values of the coefficients are:</p> <p>a= 0,25 (labour)  b= 0,3 (contractor's equipment)  c= 0,3 (material)  d= 0,15 (fuel)</p> <p>The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are:</p> <p>a= 0,35 (labour)  b= 0,20 (contractor's equipment)  c= 0,35 (material)  d= 0,10 (fuel)</p> <p>The urban area nearest the Site is <b>SAPS provincial Office</b></p> <p>The base month is <b>the month prior to the closing of the tender</b></p>
47.5	<p>Add the following Clause 47.5</p> <p>If during the time for completion of the Works or any extension thereof abnormal rainfall or wet conditions occurs, then the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to in Clause 42.1 as the time for the completion of the Works and any extension time in accordance with Clause 42 that may have been granted by the Employer, or until the issue date of the certificate of practical completion, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>If any value of V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The delay for a part of a month shall be calculated by substituting pro-rata values for the variables in the equation.</p>

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## Tender no:

	<p>The symbols shall have the following meanings:</p> <p> <math>V</math> = Delays due to rain in calendar days in respect of the calendar month under consideration.     </p> <p> <math>Nw</math> = Actual number of days during the calendar month on which a rainfall of <math>Y</math> mm or more per day has been recorded     </p> <p> <math>Rw</math> = Actual rainfall in mm for the calendar month under consideration.     </p> <p> <math>Nn</math> = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of <math>Y</math> mm or more per day has been recorded.     </p> <p> <math>Rn</math> = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.     </p> <p> <math>X</math> = 20, unless otherwise provided in the project specifications.     </p> <p> <math>Y</math> = 10, unless otherwise provided in the project specifications.     </p> <p>The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed <math>(Nc - Nn)</math> calendar days, where <math>Nc</math> = number of days calendar days in the month under consideration</p> <p>The factor <math>(Nw - Nn)</math> shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds <math>Y</math> mm per day.</p> <p>The factor <math>(Rw - Rn) + X</math> shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed <math>Y</math> mm per day, but when wet conditions prevent or disrupt work.</p> <p>This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.</p> <p>Accurate rain gauging shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the engineer, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.</p> <p>Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.</p>
48.3.4	Replace the word "conclusive" with the words "prima facie"
8.3.6	Delete

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48.6	<p>Add the following Clause 48.6</p> <p>"If the Employer fails to give his ruling within the period referred to in Clause 48.5, he shall be deemed to have given a ruling dismissing the claim."</p>
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Tender no:

49.1.2	Replace the word "Schedule" with the word "Bill"
49.1.5	The percentage advance on materials not yet built into the Permanent Works is 85%
49.3	<p>Replace with the following:</p> <p>Payment of the amounts referred to in Clause 49.1.1, 49.1.2, 49.1.3 and 49.1.4 shall, save to the extent otherwise provided in Clause 49.6, be subject to a retention, if applicable in terms of clause 7.1, by the Employer of an amount (herein after called the "retention money"), being the percentage, stated in Part 2 of the Contract Data of the said amounts due to the Contractor.</p>
49.5	<p>Replace Clause 49.5 with the following</p> <p>In respect of contracts up to R1 million and in respect of contracts above R1 million where the Contractor elects a security by means of a 10% retention of the Value of the Works (excl. VAT), 50% of the retention shall be released to the Contractor when the Engineer issues the last Certificate of Completion in terms of clause 51.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable within 14 days of the issue of the last Final Approval Certificate.</p> <p>Or</p> <p>In respect of contracts above R1 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or released to the guarantor, respectively, when the Engineer issues the last Certificate of Completion in terms of Clause 51.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable within 14 days of the issue of the last Final Approval Certificate.</p> <p>Or</p> <p>In respect of contracts above R1 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Engineer issues the last Certificate of Completion in terms of Clause 51.4. The balance of the cash deposit shall become due and payable within 14 days of the issue of the last Final Approval Certificate or the variable guarantee shall expire upon the issue of the last Final Approval Certificate.</p>
49.6	A Retention Money Guarantee is not permitted.
49.7.2	Replace the words "prime overdraft rate certified by the Contractor's banker" with the words "interest 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), will apply"
49.11	<p>Add Clause 49.11 as follows:</p> <p>In respect of any amount owed by the Contractor to the Employer, the Contractor shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p>
50.	Amend the percentage from 15 per cent to 20 per cent in the title, the Clause and in the sideline comment.
52.2	<p>Amend as follows:</p> <p>"... of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude ... powers of the Engineer and/or the Employer"</p>

53.1	The Defects Liability Period is 12 months

**Tender no:**

55.1.6	Amend as follows  "Has, to the detriment of good workmanship or without the written approval of the Employer or in defiance of the Engineer's instructions to the contrary, sublet any part of the Contract, or"
56.2.2	Delete the following words  "without prejudice to his lien on the Employer's property"
56.3	Add the following at the end  After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any right whatsoever.
57.1	Amend as follows:  "... Clauses 48 or 58.7 or in respect of any matter in terms of which the Employer has issued a certificate or instruction or has made a ruling, determination, decision or valuation, or in respect of any matter in terms of which the Employer has given effect to the proviso in Clause 2.3, the Contractor shall have the right by written notice with supporting particulars to the Engineer and Employer to require..."
58.1.1	Delete the words "Clause 48 or"
58.1.2	Delete the words "48.5 or" and replace the word "Clauses" with the word "Clause"
58.1.3	Amend as follows:  "... and the Engineer or Employer, as applicable, or by the Mediator's opinion to the extent that it has become binding in terms of Clause 58.2.6
58.2	Dispute resolution is to be by means of mediation.
58.4	Disputes are to be referred for final settlement to litigation.
59	Add the following Clause 59  "No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto."

Tender no:

<b>PART 2: DATA PROVIDED BY THE CONTRACTOR</b>	
1.8	<p>The name of the Contractor is</p> <p>(Insert the legal name of the Contractor, as well as the Contractor's registration number, if applicable)</p>
1.2.2	<p>The addressees of the Contractor, where the Contractor shall receive notices, are as follows:</p> <p>Physical Address:</p> <hr/> <hr/> <hr/> <p>Postal Address:</p> <hr/> <hr/> <hr/> <p>Facsimile: _____ Telephone: _____</p>
7.1	<p>The security to be provided by the Contractor:</p> <p>(a) in respect of contracts up to R1 million, the security to be submitted by the Contractor to the Employer will be a retention of 5% of the Value of Works (excluding VAT)</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) retention of 10% of the Value of Works (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 retention of 5% of the Value of Works (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 retention of 5% of the Value of Works (excluding VAT)      Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>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</b></p>

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[redacted] to above. No alterations or amendments of the wording of the pro-forma will be accepted.

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**APPOINTMENT OF A CONTRACTOR FOR DESIGN, SUPPLY, DELIVERY,  
INSTALLATION, MAINTENANCE, TESTING AND COMMISSIONING OF  
WATER BOREHOLE SYSTEM IN GAUTENG PROVINCE FOR THE  
PERIOD OF TWO (02) YEARS**

**BID: 19/1/9/1/39TB(23)**

**PART C:**

**CONTRACT**

**Part C.1.1**

**SPECIAL CONDITIONS**



## SPECIAL CONDITIONS OF THE CONTRACT

**SPECIAL CONDITIONS OF CONTRACT: BID FOR THE APPOINTMENT OF CONTRACTOR: DESIGN, SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE, TESTING AND COMMISSIONING OF WATER BOREHOLE SYSTEM: FOR THE PERIOD OF TWO (2) YEARS**

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## **SPECIAL CONDITIONS OF CONTRACT: BID FOR THE APPOINTMENT OF CONTRACTOR: DESIGN, SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE, TESTING AND COMMISSIONING OF WATER BOREHOLE SYSTEM: FOR THE PERIOD OF TWO (2) YEARS.**

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## **SPECIAL CONDITIONS OF CONTRACT: BID FOR THE APPOINTMENT OF CONTRACTOR: DESIGN, SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE, TESTING AND COMMISSIONING OF WATER BOREHOLE SYSTEM: FOR THE PERIOD OF TWO (2) YEARS.**

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### **ABBREVIATIONS**

BAC	: Bid Adjudication Committee
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: BID FOR THE APPOINTMENT OF CONTRACTOR: DESIGN, SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE, TESTING AND COMMISSIONING OF WATER BOREHOLE SYSTEM: FOR THE PERIOD OF TWO (2) YEARS.**

### **SECTION A**

#### **1. LEGISLATIVE AND REGULATORY FRAMEWORK**

This bid and all contracts emanating there from will be subject to the GCC 2004 and Contract Data. The Special Conditions of Contract are supplementary to that of the GCC Agreement. Where, however, the Special Conditions of Contract are in conflict with the GCC, the Special Conditions of Contract prevail.

#### **2. EVALUATION CRITERIA**

##### **2.1 Preference Point System**

2.1.1 In terms of regulation of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2022 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Specific goals (maximum 20 points)

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

2.1.3 A maximum of 20 points may be allocated to a bidder for attaining their specific goals of contributor in accordance with the table below:



## **SPECIAL CONDITIONS OF CONTRACT: BID FOR THE APPOINTMENT OF CONTRACTOR: DESIGN, SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE, TESTING AND COMMISSIONING OF WATER BOREHOLE SYSTEM: FOR THE PERIOD OF TWO (2) YEARS.**

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	X		X	
Persons historically disadvantaged on the basis of gender with at least 51% ownership by women	X		X	
Persons with at least 51% ownership who are youth	X		X	
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership	X		X	

- 2.1.4 Bidders are required to complete the preference claim form (**SBD 6.1**).
- 2.1.5 The points scored by a bidder in respect of the specific goals 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 will be considered for preference points.
- 2.1.7 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.
- 2.1.8 The points scored will be rounded off to the nearest 2 decimals.
- 2.1.9 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 specific goals.



## **SPECIAL CONDITIONS OF CONTRACT: BID FOR THE APPOINTMENT OF CONTRACTOR: DESIGN, SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE, TESTING AND COMMISSIONING OF WATER BOREHOLE SYSTEM: FOR THE PERIOD OF TWO (2) YEARS.**

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

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

2.1.12 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 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.



## **SPECIAL CONDITIONS OF CONTRACT: BID FOR THE APPOINTMENT OF CONTRACTOR: DESIGN, SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE, TESTING AND COMMISSIONING OF WATER BOREHOLE SYSTEM: FOR THE PERIOD OF TWO (2) 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**

Points shall be calculated for price as prescribed by the PPPFA. The bidder that scores the highest points for price (max of 80 points) and Specific goals points' max of 20 points will be added to obtain a total of 100 points. The bid will be evaluated and awarded.

### **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.

### **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.



## **SPECIAL CONDITIONS OF CONTRACT: BID FOR THE APPOINTMENT OF CONTRACTOR: DESIGN, SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE, TESTING AND COMMISSIONING OF WATER BOREHOLE SYSTEM: FOR THE PERIOD OF TWO (2) YEARS.**

### **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 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.



## **SPECIAL CONDITIONS OF CONTRACT: BID FOR THE APPOINTMENT OF CONTRACTOR: DESIGN, SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE, TESTING AND COMMISSIONING OF WATER BOREHOLE SYSTEM: FOR THE PERIOD OF TWO (2) YEARS.**

### **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.

### **11. CONTACT DETAILS**

#### **11.1 General**

The Divisional Commissioner: Supply Chain Management  
South African Police Service  
Private Bag 254, Silverton  
Physical address: 117 Cresswell Rd Silverton, Pretoria

#### **11.2 Bid Enquiries/ Specification /Technical Enquiries**

##### **Bid Enquiries**

Lt Colonel MS Kekana  
Tel: 012 841 7816  
Email: [KekanaMookho@saps.gov.za](mailto:KekanaMookho@saps.gov.za)

Captain MP Sindane  
Tel: 012 841 7503  
Email: [Sindane@saps.gov.za](mailto:Sindane@saps.gov.za)



## **SPECIAL CONDITIONS OF CONTRACT: BID FOR THE APPOINTMENT OF CONTRACTOR: DESIGN, SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE, TESTING AND COMMISSIONING OF WATER BOREHOLE SYSTEM: FOR THE PERIOD OF TWO (2) YEARS.**

CPAC Kenneth Mohlala  
Tel: 012 841 7358  
Email: [MohlalaKK@saps.gov.za](mailto:MohlalaKK@saps.gov.za)

### **Technical Enquiries**

Colonel Mabunda  
Tel: 012 349 6026  
Email: [MabundaH@saps.gov.za](mailto:MabundaH@saps.gov.za)

## **SECTION B**

### **12. CONTRACT PERIOD**

12.1 The contract period shall be for a period of 24 months (two years) and will commence on the day of acceptance of a bidders proposal and not per financial or calendar year.

### **13. PARTICIPATING DIVISIONS/ PROVINCES FOR THE SAPS**

13.1 This is a Provincial Contract which will only be used and managed by the Division Supply Chain Management, Pretoria.

### **14. LEGISLATIVE/ REGULATORY AND SPECIAL REQUIREMENTS SPECIFIC TO THIS BID**

**Bidders are required to adhere to the following legislative /regulatory and special requirements. Non-compliance with these conditions will invalidate the bid for such products offered.**

- 14.1 Have an active CIDB grading of 4 CE or higher (Civil Engineering).
- 14.2 Letters / certificates of previous borehole and geohydrology studies projects done
- 14.3 Fully complete and sign all documents and return it with the bid document.
- 14.4 Full compliance with the attached specifications for water borehole system.
- 14.5 Submit all mandatory documents as required.



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- 14.6 All materials used or supplied to the SAPS must be new and must be SANS approved.
- 14.7 Bidders must take cognisance of the fact that the SAPS' requirement is based on an "if-and-when-needed"-basis and is **NOT** quantity based. **NO** quantities can be specified or guaranteed and will be dependent on the ad hoc needs of the SAPS. **Bidders must take cognisance of this fact and must submit their prices.**
- 14.8 Payment will only be made after the unit has been delivered, placed, set, connected and accepted by the South African Police Service.
- 14.9 No inferior units or bad workmanship will be accepted or paid for.

### **14.10 PROFIT MARGIN**

In order to determine if the tariffs and prices submitted in this bid document is reasonable and market related a cost breakdown must be submitted on closing date and time of the bid.

	Percentage %
Direct Labour	%
Other Variable Cost	%
Fixed Cost	%
Profit Before VAT	%
	100%

- 14.10.1 Failure to comply with the above-mentioned conditions **will** invalidate the bid for the item/s concerned.

### **15 ADDITIONAL DOCUMENTATION/INFORMATION REQUIRED SPECIFIC TO THIS BID**

#### **15.1 Format and submission of bid**

- 15.1.1 Bidders are required to submit their bids in the following manner:-

Section 1	Standard bidding documents (CIDB, SBD documents)
Section 2	Pricing Schedule and Item Questionnaire
Section 3	Other supporting documentation (CSD, brochures etc.)



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### **16 PRICING STRUCTURE**

- 16.1 Prices quoted must be VAT inclusive per unit, item, meter, cubic meter or as indicated.
- 16.2 Prices submitted for this bid must be filled in on the field provided on the pricing schedules supplied with the bid. Price structures that do not comply with this requirement will invalidate the bid.

### **17 CONTRACT PRICE ADJUSTMENTS**

#### **17.1 Formula**

- 17.1.1 Prices submitted for this bid will be regarded as firm for the first year and non-firm for the second year and third year; will be subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods of time.
- 17.1.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.
- 17.1.3 The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + \dots + Dn \frac{Rnt}{Rno} \right) + VPt$		
Pa	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85).
D1 – Dn	=	Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%).



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R1t – Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period.
R1o–Rno	=	Base Index. Index figure at the time of bidding.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment.

## 17.2 Formula component definitions

### 17.2.1 Adjustable amount

The adjustable amount is the portion of the bid price which is subject to adjustment. In this bid the adjustable amount is 85% of the original bid price. For example, if the bid price is R1000, then only R850 will be subject to adjustment.

### 17.2.2 Fixed portion

The fixed portion represents those costs which will not change over the adjustment period and DOES NOT represent the profit margin. In this bid the fixed portion is 15% of the original bid price.

Using the same example as above, it would amount to R150 which will remain fixed over the contract period.

### 17.2.3 Cost components and proportions

The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments.

Bidders are requested to submit the cost breakdown of the bid price for each item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document. Bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.



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Successful bidders that are direct importers of raw material/finished product can apply for RoE adjustment under cost element D1. If the successful bidder is not a direct importer of raw material/finished product, cost component D1 would not be applicable and only local cost components (D2 - Dn) would be applicable.

<b>Cost Component</b>	<b>% Contribution</b>
D1- Imported Raw Material/Finished product (if applicable)	
D2 - Local Raw Material/Finished product (if applicable)	
D3 - Labour	
D4 - Transport	
D5 – Other	
<b>TOTAL (Cost components must add up to 100%)</b>	<b>100 %</b>

### **17.2.4 Applicable indices/references**

The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid the following indices or reference will be applicable:

<b>Cost component</b>	<b>Index Publication</b>	<b>Index Reference</b>
D1 – Imported Raw Material/Finished product (if applicable)	Supplier/Manufacturer invoice(s) and remittance advice. <sup>1</sup>	Documentary evidence to accompany claim.
D2 - Local Raw Material/Finished product (if applicable)	CPI OR Supplier/Manufacturer invoice(s) <sup>2</sup>	Documentary evidence to accompany claim
D3 - Labour	Labour agreement <sup>3</sup> OR	Labour agreement to be provided

<sup>1</sup> In cases where invoices are supplied as documentary evidence, it is advised that invoices closest to the Base Index date and the End Index date be submitted. It should ideally reflect the adjustment period.

<sup>2</sup> Same as footnote 1.

<sup>3</sup> In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.



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	Stats SA PO141 (CPI) Table E	OR CPI - All items
D4 – Transport	STATS SA P0141 (CPI) Table E	Table E - Transport – Other Running Cost
D5 – Other	Specify	Documentary evidence to accompany claim

#### 17.2.5 Base Index Date

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date is **December 2023**.

#### 17.2.6 End Index Date

The end index dates are the dates at predetermined points in time during the contract period. In this bid the end indices are defined in the next paragraph (Price Adjustment Periods).

#### 17.2.7 Price Adjustment Periods

Adjustment to contract prices must be applied for at the following dates:

Adjustment	CPA application to reach the office at the following dates	End Index Date	Dates from which adjusted prices will become effective	Dates until which adjusted prices will be effective
1 <sup>st</sup> Adjustment	1 February 2025	March 2025	3 March 2025	31 January 2025

### 17.3 Rates of Exchange (RoE) – Base and Average rates

In the event where material and/or finished products are imported the following will apply:

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17.3.1 The formula described above will be used and the imported cost component of the bid price (D1) will be adjusted taking into account the base RoE rate (refer paragraph 17.3.4) and the average RoE rate over the period under



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review indicated in paragraph 17.3.6 below.

17.3.2 In the event where the RoE adjustment goes hand in hand with a material/product price increase, the material/product price (in foreign currency) will be converted to South African currency using the base rate (paragraph 17.3.4) for the earlier invoice and the average RoE rate for the period under review as indicated in paragraph 17.3.6 below for the later invoice.

17.3.3 The imported cost component (D1) will be adjusted together with all the other cost components indicated in paragraph 17.2.3 and 17.2.4 above and at the predetermined dates indicated in paragraph 17.2.7 above.

**17.3.4 Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is indicated in the table below.**

<b>Currency</b>	<b>Rates of exchange</b>
	3 month average for the period 01 December 2023 to 01 January 2024

17.3.5 Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period 01 Decemebr 2023 to 01 January 2024 using the Reserve Bank published rates for the specific currency. Visit [www.reservebank.co.za](http://www.reservebank.co.za) to obtain the relevant rates.

17.3.6 Contract price adjustments due to rate of exchange variations are based on average exchange rates as published by the Reserve Bank for the periods indicated hereunder:

<b>Adjustment</b>	<b>Average exchange rates for the period:</b>
2nd Adjustment	30 August 2024 to 28 February 2025

### **General**

17.3.7 Unless prior approval has been obtained from the SAPS Bid Adjudication Committee no adjustment in contract prices will be made.

17.3.8 Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.



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17.3.9 CPA applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

17.3.10 In the event where the supplier's CPA application, based on the above formula and parameters, differs from Contract Management's verification, Contract Management will consult with the supplier to resolve the differences.

17.3.11 Bidders are referred to paragraph 7 of the Special Conditions regarding Counter Conditions.

### **18 DELIVERY AND QUANTITIES**

#### **18.1 Delivery Basis**

18.1.1 It is a requirement of this Bid that delivery must take place as follows after official orders have been received by the successful Bidder.

**Table 1: Lead times**

<b>Amount of borehole Water System per Project</b>	<b>Lead Time</b>
Complete system (survey, drilling, testing, equipping, etc)	4 Months

18.1.2 As this bid calls for Provincial delivery provision must be made for delivery anywhere within the borders of the Province. No additional delivery costs will be paid.

### **19 Quantities**

19.1 No quantities are reflected in the bid as orders will be placed on the basis of "as and when required" and no guarantee is given or implied as to the actual quantity which will be procured during the contract period.

SA



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### **SECTION C**

#### **20 ROLES AND RESPONSIBILITIES**

##### **20.1 Contract Administration**

20.1.1 The administration and facilitation of the contract will be the responsibility of the Divisional Commissioner Supply Chain Management and all correspondence in this regard must be directed to the following address:

The Divisional Commissioner: Supply Chain Management, Private Bag X254, Pretoria, 0001.

20.1.2 Contractors must advise the Divisional Commissioner Supply Chain Management immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

##### **20.2 Supplier Performance Management**

Supplier performance management will be the responsibility of the Section Head Programme and Project Management at the Division Supply Chain Management and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution.

The Divisional Commissioner: Supply Chain Management: Bid Management must be informed for corrective action.

#### **21 Placement of Orders and Payments**

21.1 Orders will and may only be placed per SAPS Supply Chain Management who will be responsible for the payment to contractors for goods delivered and/or services rendered.

21.2 Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified.

21.3 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued by the SAPS.



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21.4 The South African Police Service is under no obligation to accept any quantity which is in excess of the ordered quantity.

### **22. Delivery Adherence**

22.1 Delivery of goods/services must be made in accordance with the instructions appearing on the official order forms.

22.2 It is a requirement of this Bid that delivery must take place as follows after official orders have been received by the successful Bidder.

**Table 1: Lead times**

<b>Amount of borehole Water System per Project</b>	<b>Lead Time</b>
Complete system (survey, drilling, testing, equipping, etc)	4 Months

22.3 Non-compliance to the above-mentioned delivery dates will result in the enforcement of penalties in terms of GCC 2004 and Contract Data.

### **23 PRODUCT ADHERANCE/BRAND CHANGE**

23.1 In the event where a bidder offers a specific brand against an item and the item is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the brand awarded throughout the contract period.

23.2 In the event that the brand is discontinued, the Divisional Commissioner: Supply Chain Management: Bid Management must be notified of such an occurrence.

24 Contractors are not allowed to deliver a different brand other than the brand awarded to them prior to an approval of brand change from The Divisional Commissioner: Supply Chain Management, SAPS.

### **25 QUALITY ADHERANCE**

25.1 If the delivered supplies are not in accordance with the contract requirements, the cost of inspections, tests and analysis done by an independent testing facility shall be defrayed by the contractor.