



DEPARTMENT: SOUTH AFRICAN POLICE SERVICE

REPUBLIC OF SOUTH AFRICA

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

The Manager

Reference no:

19/1/9/1/6278(23)

Date:

2023-10-16

Enquiries:

LT Col Thetedi

Tel no:

012 841 7741

Fax no:

Sir / Madam

REQUIRED BY THE SOUTH AFRICAN POLICE SERVICE

CLOSING TIME AND DATE FOR BIDS IS 11:00 on the date as specified in the document: 2023-11-21

The Department of the South African Police Service requires the item(s)/service as described per **attached** bid invitation, and you are requested to complete the bidding documents and to submit it in accordance **with** the under-mentioned stipulations:

- 1 The conditions contained in the **attached** annexures apply.
- 1 The **bid** must be submitted in a **sealed** envelope with the name and address of **the** bidder with the bid number closing date indicated on the envelope. The cover or envelope must not contain documents relating to any **bid** other than that shown on the cover or envelope.
- 1 **Bids submitted per mail must be sent per registered mail. The Bid must still reach this office before the closing date and time. Failure to do so will invalidate the bid.**
- 1 The **bid** will be valid for a period of **90** days after the closing date.
- 1 The **attached** forms/annexures, if completed in **detail** and returned, **will** form part of your bid.

You are advised to acquaint yourself with the contents of **the attached General** Conditions of Contract.

It **will** be expected of the successful bidder to sign the formal contract at this office within seven (07) days **after** he/she has been informed to this effect.

Yours faithfully

LIEUTENANT GENERAL

DIVISIONAL COMMISSIONER: SUPPLY CHAIN MANAGEMENT
MFANI

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



BID Number: 19/1/9/1/62TB(23)

**APPOINTMENT OF A PROFESSIONAL CONSTRUCTION
PROJECT MANAGEMENT PRACTICE / ARCHITECTURAL
PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF
FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY
SERVICES IN ARCHITECTURE, CIVIL AND STRUCTURAL
ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING,
QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND
SAFETY AGENT FOR SONSKYN POLICE STATION: FREE STATE
PROVINCE**

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NAME of BIDDER: _____

PART A INVITATION TO BID

1. YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE					
BID NUMBER:	19/1/9/1/62TB(23)	CLOSING DATE:	2023-11-21	CLOSING TIME:	11:00
DESCRIPTION:	APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT PRACTICE/ ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN, ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT: SONSKYN POLICE STATION:FREE STATE PROVINCE				
2. BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:			3. BID RESPONSE DOCUMENTS MAY BE POSTED TO:		
DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE 117 CRESWELL ROAD SILVERTON PRETORIA 0184			DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE PRIVATE BAG X254 PRETORIA 0001		
4. BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:					
CONTACT PERSON	Lt Colonel Theledi		CONTACT PERSON	Captain Maake	
TELEPHONE NUMBER	012 841 7441		TELEPHONE NUMBER	012 841 7190	
CELLPHONE NUMBER	N/A		CELLPHONE NUMBER	N/A	
E-MAIL ADDRESS	Thelediaivies@saps.gov.za		E-MAIL ADDRESS	MaakeMT@saps.gov.za	
5. SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE NUMBER:	MAAA
	[TICK APPLICABLE BOX]			[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES, ENCLOSE PROOF)		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES, ANSWER PART A:8)	
6. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. THE BID BOX IS GENERALLY OPEN 24 HOURS A DAY, 7 DAYS A WEEK.
1.3. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.4. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. GENERAL
3.1 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

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COVER LETTER TO BID DOCUMENTS

Project description:	APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT PRACTICE/ ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN, ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT: SONSKYN POLICE STATION: FREE STATE PROVINCE		
Bid number:	19/1/9/1/62 TB(23)	Advertising date:	2023-10-16
Closing date:	2023-11-21	Closing time:	11:00
Compulsory clarification meeting:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Issued by:	Divisional Commissioner: Supply Chain Management SOUTH AFRICAN POLICE SERVICE 117 Creswell Road Silverton 0127
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ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:

Contact name:	CAPTAIN PAUL	Telephone no:	012 841 7720
Cell no:			
E-mail:	PaulEG@saps.gov.za		

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CONTENTS OF BID DOCUMENT

Bidders are to ensure that they have received all pages of this document, which consists of the following sections:

PART PS: TENDER	Document number
Part T1: Tendering procedures.	
Notice and invitation to tender	PS 1.1
Tender Data	PS1.2
Mandatory criteria	PS1.3
Functionality Score Sheet	PS1.4

Part PS2: Returnable documents	
List of returnable documents	PS2.1
Resolution of board of directors	PS2.1.1
Schedule of proposed Sub- Contractors	PS2.1.3
Capacity of Bidder	PS2.1.4
Declaration of Interest	SBD 4
Preference Points Claim Form	SBD 6.1
Record of Addenda to tender document	PS2.1.7
Compulsory Clarification Meeting Certificate	PS2.1.9

PART C: Contract	
Part C1 – Agreements and contract data	
Form of Offer and Acceptance	C1.1
Contract data	C1.2

Part C2 – Terms of Reference	
Terms of Reference	C2

Part C3 – Professional Board Notice Certificate	
Professional Board Notice Certificate	C3

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TENDERING PROCEDURES:

BID 19/1/9/1/62 TB (23)

**APPOINTMENT OF A PROFESSIONAL CONSTRUCTION
PROJECT MANAGEMENT PRACTICE / PROFESSIONAL
ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR
THE PROVISION OF FULL MULTI-DISCIPLINARY
PROFESSIONAL CONSULTANCY SERVICES IN
ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING,
ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY
SURVEYING AND CONSTRUCTION HEALTH AND SAFETY
AGENT FOR SONSKYN POLICE STATION: FREE STATE
PROVINCE**

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NAME of BIDDER: _____

PS1.1: NOTICE AND INVITATION TO TENDER

THE SOUTH AFRICAN POLICE SERVICE INVITES TENDERS FOR:

Project title:	APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT PRACTICE/ ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN, ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT: SONSKYN POLICE STATION: FREE STATE PROVINCE
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Tender no:	19/1/9/1/62 TB(23)		
Advertising date:	2023-10-16	Closing date:	2023-11-21
Closing time:	11:00	Validity period:	90 days

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	<p>Bidders must be Professional Construction Project Manager registered with SACPCMP with a minimum of 3 years' experience or a Professional Architect registered with SACAP with a minimum of 5 years' experience post registration.</p> <p><input type="checkbox"/> Project and Construction Act, 2000 (Act no 48 of 2000).</p> <p><input type="checkbox"/> Architectural Profession Act, 2000 (Act 44 of 2000).</p> <p>(Proof of valid registration must be provided)</p>
<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable Resolution by the Legal Entity, authorising a dedicated person(s) to sign documents on behalf of the firm.
<input checked="" type="checkbox"/>	<p>Submission of other compulsory returnable schedules / documents as per List of returnable documents</p> <ul style="list-style-type: none"> • Schedule of proposed Sub-contractors • Capacity of tenderer • Preference Point Claim Form (SBD 6.1) • Declaration of Interest (SBD 4) • Form of offer and Acceptance • Terms of Reference
<input checked="" type="checkbox"/>	Submission of the Compulsory Clarification Meeting Certificate as proof of attendance at the compulsory clarification meeting, signed by the bidder and SAPS representative.
<input checked="" type="checkbox"/>	Prospective bidders and Sub -consultants must be registered with professional bodies and on the Central Suppliers Database (CSD) of National Treasury prior to the award of any bid. Bidders must ensure that they are compliant in all respects up until the publication of the result. The SAPS will verify the tax compliance status of bidders during the evaluation of this bid and should the status be found "not favourable", your bid will be disqualified.
<input checked="" type="checkbox"/>	The SAPS reserves the right to negotiate with the shortlisted bidders prior to award and with the successful bidder(s) post award.
<input checked="" type="checkbox"/>	The SAPS reserve the right to do due diligence with the shortlisted bidder(s) prior to award.
<input checked="" type="checkbox"/>	Mandatory criteria (Phase1) attached for compliance. Failure to comply will invalidate the bid.
<input checked="" type="checkbox"/>	Only bidders that obtain a minimum Functionality score of 60% and above, will be considered and further evaluated in terms of price and preference (Phase 2)
<input checked="" type="checkbox"/>	By submitting this bid offer, bidders confirm that they are familiar with the applicable board notice and CIDB guidelines contained in the Terms of Reference (ToR) document. These board notices will form part of the contract entered into with the successful bidder

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Phase 1 (Mandatory requirements)

Evaluation of mandatory requirements.

Only bids that comply with mandatory requirements will move to the next phase

Phase 2 (Functionality)

Functionality will be scored in terms of the Preferential Procurement Regulations 2022

Only bids that score the minimum points as outlined in the functionality criteria will be evaluated further.

Phase 3 (Price and Preference points)

Price (80 points) and preference (20 points) will be calculated in terms of the Preferential Procurement Regulations 2022

The bid will be awarded to the responsive bid that scored the highest in points unless objective, justifiable reasons exist to do otherwise

Points will be awarded to a bidder for attaining the total points for Price and Preference for specific goals in accordance with the table below:

Specific Preferential Goals	Number of points (80/20 system)	Number of points (90/10 system)
Persons historically disadvantaged on the basis of race with at least 51% ownership	5	3
Persons historically disadvantaged on the basis of gender with at least 51% ownership	5	3
Persons with at least 51% ownership who are youth	5	2
Persons historically disadvantaged on the basis of disability with at least 51% ownership	5	2
Total number of preference points allocated for specific goals	20	10
Non-compliant contributor	0	0

COLLECTION OF TENDER DOCUMENTS:

- ☒ Tender documents may be collected during working hours (08:00 to 15:30) at the following address.

**SA Police Service: Supply Chain Management,
117 Cresswell Rd,
Silverton,
Pretoria**

- ☒ Tender documents may be downloaded from the SAPS website:

<https://www.saps.gov.za/services/bids.php>

E-tender portal of the Department of National Treasury

<https://www.etenders.gov.za>

- ☒ A compulsory clarification meeting will take place

On **2023-11-07 at 11:00** at 38 Fritz Stokenstroom street East End, Bloemfontein, Free State Province.
Directions can be obtained from **Lt Colonel Nieman** on **015 412 3049**

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ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:

Acquisition Manager:	Lt Col Theledi	Telephone no:	012 841 7441
E-mail:	Thelediavies@saps.gov.za		

DEPOSIT / RETURN OF TENDER DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the **Tender Data** document.

All tenders must be submitted on the **official** forms – (not to be re-typed)

TENDER DOCUMENTS MAY BE POSTED TO:		DEPOSITED IN THE TENDER BOX AT:
THE SECTION HEAD: BID MANAGEMENT SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE PRIVATE BAG X 254 <i>Pretoria</i> <i>0001</i> ATTENTION: BID MANAGEMENT SECTION: (Capt Paul)	OR	SAPS: Supply Chain Management 117 Cresswell Road Silverton 0127

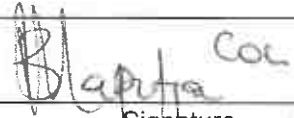
COMPILED BY:

Captain Maake		<i>2023-10-11</i>
Name of Acquisition Official	Signature	Date

VERIFIED BY:

Lt Colonel Theledi		<i>2023-10-11</i>
Name of Acquisition Official	Signature	Date

RECOMMENDED BY:

Colonel Mapitja		<i>2023-10-11</i>
Name of Acquisition Official	Signature	Date

APPROVED BY:

Brigadier Bentley		<i>2023-10-13</i>
Name of Acquisition Official	Signature	Date

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PS1.2: TENDER DATA

Project title:	APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT PRACTICE/ ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT: SONSKYN POLICE STATION: FREE STATE PROVINCE
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Tender no:	19/1/9/1/62 TB(23)	Closing date:	2023-11-21
Closing time:	11:00	Validity period:	90 days

Clause number:	
	<p>The conditions of the bid are the general Conditions of Contract as contained in the Standard Professional Services Contract issued by CIDB (CIDB document number 1015 second edition) – obtainable from 222.cidb.org.za. as well as Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 751 published in Government Gazette No. 27831 of 22 July 2005 and as amended from time to time. (see www.cidb.org.za)</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "F" in the above mentioned Standard Conditions of Tender.</p>
F.1.1	The employer is the Government of the Republic of South Africa in its Department of the South African Police Service.
F.1.2	<p>For this contract the single volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 6 of the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The list of Returnable Documents identifies which of the documents a bidder must complete when submitting a tender offer. The bidder must submit his tender/ bid offer by completing the Returnable Documents including the fully priced Activity Schedule / Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Department bound up as it was when it was received.</p> <p>The single volume procurement document issued by the employer comprises the following:</p> <p>TENDER Part PS1: Tendering procedures PS1.1 - Tender notice and invitation to tender PS1.2 - Tender data PS.1.3 – Mandatory Criteria PS.1.4 – Functionality Score Sheet</p> <p>Part PS2: Returnable documents PS2.1- List of returnable documents</p> <p>CONTRACT Part C1: Agreements and contract data C1.1 - Form of offer and acceptance C1.2 - Contract data</p> <p>Part C2: Terms of Reference C2.1. – Terms of reference</p> <p>Part C3: Professional Board Notice</p>

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Tender no: 19/1/9/1/62 TB(23)

F.1.4	The Employer's agent is: <table border="1"> <tr> <td>Name:</td> <td>COLONEL MHLANGA</td> </tr> <tr> <td>Capacity:</td> <td>Departmental Project Manager</td> </tr> <tr> <td>Address:</td> <td>SAPS Expert Services De Havilland Crescent, Persequor Park, Pretoria</td> </tr> <tr> <td>Tel:</td> <td>012 349 9607</td> </tr> <tr> <td>Cell phone no</td> <td>079 952 5065</td> </tr> <tr> <td>E-mail:</td> <td>MhlangaJ@saps.gov.za</td> </tr> </table>	Name:	COLONEL MHLANGA	Capacity:	Departmental Project Manager	Address:	SAPS Expert Services De Havilland Crescent, Persequor Park, Pretoria	Tel:	012 349 9607	Cell phone no	079 952 5065	E-mail:	MhlangaJ@saps.gov.za
Name:	COLONEL MHLANGA												
Capacity:	Departmental Project Manager												
Address:	SAPS Expert Services De Havilland Crescent, Persequor Park, Pretoria												
Tel:	012 349 9607												
Cell phone no	079 952 5065												
E-mail:	MhlangaJ@saps.gov.za												
F1.5.2	Insert the following: "... tender/ bid offers, <u>save for all tenders being non-responsive</u> , re-issue a tender covering"												
F.2.1	For eligibility refer to Notice and Invitation to Tender PS1.1												
F.3.11	A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. - Applicable One of the Directors must be a registered Professional Construction Project Manager or a Professional Architect in terms of the : Bidders who are registered professionals, registered in terms of the: <input type="checkbox"/> Project and Construction Act, 2000 (Act no 48 of 2000). <input type="checkbox"/> Architectural Profession Act, 2000 (Act 44 of 2000). (Proof of valid registration must be provided)												
F.2.7	For particulars regarding a pre-bid clarification meeting, see Notice and Invitation to Tender PS1.1												
F.2.12	Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>												
F.2.13.5	The Employer's address for delivery of tender/ bid offers and identification details to be shown on each tender/ bid offer package are as per Notice and Invitation to Tender PS1.1												
F.2.13.6 F.3.5	A two-envelope procedure will not be followed.												
F.2.15	The closing time for submission of tender/ bid offers is as per Notice and Invitation to Tender PS1.1												
F.2.16	The tender/ bid offer validity period is as per Notice and Invitation to Tender PS1.1												
F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.												
F.2.22	Not a requirement.												
F.3.4.1 F.3.4.2	The location for opening of the tender/ bid offers, immediately after the closing time thereof shall be at: Bid Management, 117 Cresswell rd. Silverton, 0127.												
F.3.11.1	The procedure for the evaluation of responsive tenders is: Evaluation method 4												

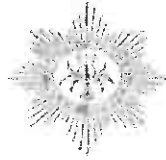
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F.3.11	<p>Scoring Financial Offer:</p> <p>Tender offers will be scored using the following formula:</p> <p>A maximum of 80 points is allocated for price on the following basis:</p> <p>80/20</p> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps = Points scored for comparative price of bid under consideration</p> <p>Pt = Comparative price of bid under consideration</p> <p>Pmin = Comparative price of lowest acceptable bid</p> <p>Scoring of Functionality:</p> <p>Functionality will be scored in terms of the score sheet for functionality.</p> <p>Only Bidders that score the minimum points of 60 out of a hundred will be evaluated on price and preference.</p>
F.3.13.1	<p>Tender/ bid offers will only be accepted if:</p> <p>(a) the tenderer/ bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and</p> <p>(b) the tenderer / bidder has not:</p> <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) Failed to perform on any previous contract and has been given a written notice to this effect.
F.3.18	<p>Provide to the successful tenderer/ bidder one copy of the signed contract document.</p>

MANDATORY CRITERIA:

BID 19/1/9/1/62 TB(23)

**APPOINTMENT OF A PROFESSIONAL CONSTRUCTION
PROJECT MANAGEMENT PRACTICE/ ARCHITECTURAL
PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION
OF FULL MULTI-DISCIPLINARY PROFESSIONAL
CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL AND
STRUCTURAL ENGINEERING, ELECTRICAL AND
MECHANICAL ENGINEERING, QUANTITY SURVEYING AND
CONSTRUCTION HEALTH AND SAFETY AGENT: SONSKYN
POLICE STATION: FREE STATE PROVINCE**



MANDATORY CRITERIA
(to be ticked or completed as required)

SONSKYN SAPS: FREE STATE PROVINCE

Tenders will only be considered for acceptance if
(i.e. will only be regarded as responsive if):

No.	Mandatory Requirements <i>Boxes to be ticked where required.</i>
1.	<p>THE TENDERING SERVICE PROVIDER (LEAD CONSULTANT) IS EITHER: (CHOOSE ONE)</p> <p><input type="checkbox"/> Construction Project Management Practice/ Multidisciplinary Practice</p> <ul style="list-style-type: none"> At least one company director registered with South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Project Manager (Attach the company registration certificate (CK1/ Central Supplier Database (CSD)) and valid professional registration certificate or letter of good standing from the council, of the eligible Director). Professional Construction Project Manager with minimum of 3 years' experience post registration with SACPCMP as Professional Construction Project Manager (Attach CV and Valid registration certificate or letter of good standing from the council). <p align="center">OR</p> <p><input type="checkbox"/> Architectural Practice/ Multidisciplinary Practice</p> <ul style="list-style-type: none"> At least one company director registered with South African Council for the Architecture Profession (SACAP) as a Professional Architect (Attach the company registration certificate (CK1 or Central Supplier Database (CSD)) and valid professional registration certificate or letter of good standing of the eligible Director). Professional Architect with a minimum of 5 years' experience post registration with SACAP as a Professional Architect (Attach CV and Valid registration certificate or letter of good standing from the council).
2.	<p>COMPLUSARY PROJECT TEAM COMPOSITION (SUB-CONSULTANTS)</p> <p><input type="checkbox"/> 2.1 Construction Project Management (if not the Lead Consultant)</p> <ul style="list-style-type: none"> Professional Construction Project Manager with a minimum of 3 years' experience post registration with South African Council for the Project and

AND	Construction Management Professions (SACPCMP) as a Professional Construction Project Manager (Attach CV and Valid registration certificate or letter of good standing from the council).
<input type="checkbox"/>	2.1 Architecture (if not the Lead Consultant)
AND	<ul style="list-style-type: none"> Professional Architect with a minimum of 3 years' experience post registration with South African Council for the Architecture Profession (SACAP) as a Professional Architect (Attach CV and Valid registration certificate or letter of good standing from the council).
<input type="checkbox"/>	2.2 Quantity Surveying
AND	<ul style="list-style-type: none"> Professional Quantity Surveyor with a minimum of 3 years' experience post registration with South African Council for the Quantity Surveying Profession (SACQSP) as a Professional Quantity Surveyor (Attach CV and Valid registration certificate or letter of good standing from the council).
<input type="checkbox"/>	2.3 Structural Engineering Practice
AND	<ul style="list-style-type: none"> Professional Structural Engineer with a minimum of 3 years' experience post registration with Engineering Council of South Africa (ECSA) or Professional Engineering Technologist (Structural) with a minimum of 5 years' experience post registration with Engineering Council of South Africa (ECSA) as a Professional Engineer/ Professional Engineering Technologist. (Attach CV and valid registration certificate or letter of good standing from the council).
<input type="checkbox"/>	2.4 Civil Engineering Practice
AND	<ul style="list-style-type: none"> Professional Civil Engineer with a minimum of 3 years' experience post registration with Engineering Council of South Africa (ECSA) or Professional Engineering Technologist (Civil) with a minimum of 5 years' experience post registration with Engineering Council of South Africa (ECSA) as a Professional Engineer/ Professional Engineering Technologist (Attach CV and valid registration certificate or letter of good standing from the council).
<input type="checkbox"/>	2.5 Electrical Engineering Practice
AND	<ul style="list-style-type: none"> Professional Electrical Engineer with a minimum of 3 years' post registration with ECSA or Professional Engineering Technologist (Electrical) with a minimum of 5 years' experience post registration with ECSA as a Professional Engineer/ Professional Engineering Technologist (Attach CV and valid registration certificate or letter of good standing from the council).
<input type="checkbox"/>	2.6 Mechanical Engineering Practice
AND	<ul style="list-style-type: none"> Professional Mechanical Engineer with a minimum of 3 years post registration with ECSA or Professional Engineering Technologist (Mechanical) with a minimum of 5 years' experience post registration with ECSA as a Professional Engineer/ Professional Engineering Technologist Attach CV and valid registration certificate or letter of good standing from the council).

FUNCTIONALITY CRITERIA:

BID 19/1/9/1/62 TB(23)

**APPOINTMENT OF A PROFESSIONAL CONSTRUCTION
PROJECT MANAGEMENT PRACTICE/ ARCHITECTURAL
PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION
OF FULL MULTI-DISCIPLINARY PROFESSIONAL
CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL AND
STRUCTURAL ENGINEERING, ELECTRICAL AND
MECHANICAL ENGINEERING, QUANTITY SURVEYING AND
CONSTRUCTION HEALTH AND SAFETY AGENT: SONSKYN
POLICE STATION: FREE STATE PROVINCE**

**1. TENDER / BID FUNCTIONALITY CRITERIA:**

Note 1: Functionality shall be used to establish minimum requirements (60%) where after bids will be evaluated solely on the basis of price.

1. TENDERER/BIDDER AND SUB-CONSULTANTS WORK EXPERIENCE:				
The Tenderer / Bidder (including all multidisciplinary firms forming part of the bid) to provide references and supporting documents (i.e. appointment letters or reference letters) for previous projects of a comparable nature (scope of works on the TOR) and value undertaken during the past ten (10) years (after 2011).				
Discipline	Sub Criteria	Sub-Criteria Point Allocation	Maximum points	Weight factor
1.1 PROJECT MANAGEMENT (by the firm undertaking the works as per clause A1.3.1 of the TOR)	5 or more Projects	4	4	32
	3 - 4 Projects	3		
	1 -2 Projects	2		
	No information provided	0		
1.2 ARCHITECTURAL (by the firm undertaking the works as per clause A1.3.2 of the TOR)	5 or more Projects	4	4	
	3 - 4 Projects	3		
	1 -2 Projects	2		
	No information provided	0		
1.3 QUANTITY SURVEYOR (by the firm undertaking the works as per clause A1.3.3 of the TOR)	5 or more Projects	4	4	
	3 - 4 Projects	3		
	1 -2 Projects	2		
	No information provided	0		
1.4 CIVIL ENGINEERING (by the firm undertaking the works as per clause A1.3.4 of the TOR)	5 or more Projects	4	4	
	3 - 4 Projects	3		
	1 -2 Projects	2		
	No information provided	0		
1.5 STRUCTURAL ENGINEERING (by the firm undertaking the works as per clause A1.3.4 of the TOR)	5 or more Projects	4	4	
	3 - 4 Projects	3		
	1 -2 Projects	2		
	No information provided	0		
1.6 ELECTRICAL ENGINEER (by the firm undertaking the works as per clause A1.3.4 of the TOR)	5 or more Projects	4	4	
	3 - 4 Projects	3		
	1 -2 Projects	2		
	No information provided	0		
1.7 MECHANICAL ENGINEER (by the firm undertaking the works as per clause A1.3.4 of the TOR)	5 or more Projects	4	4	
	3 - 4 Projects	3		
	1 -2 Projects	2		
	No information provided	0		
1.8 CONSTRUCTION HEALTH &SAFETY AGENT (by the firm undertaking the works as per clause A1.3.5 of the TOR)	5 or more Projects	4	4	
	3 - 4 Projects	3		
	1 -2 Projects	2		
	No information provided	0		

Comparable experience to be reviewed against the:

A. Scope of Works, in terms of functional space categories:

- Detention Facilities
- Institutional Facilities
- Offices

B. Cost of Works, equivalent or higher than the cost of works indicated in the section.

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2. KEY PERSONEL:

Attach CV's of key Staff with experience, qualifications, and copies of professional registrations (Council certificate or Letter of Good Standing), recognized by the relevant South African Statutory Bodies only shall be eligible.

Bidders to complete the Proposed Team Leader and Project Production Team Composition - Annexure A.

Discipline	Sub-Criteria	Sub-Criteria Point Allocation	Maximum points	Weight factor	
2.1 PROJECT MANAGEMENT: (1 No.)					
One (1) Professional Construction Project Manager Registered with SACPCMP	5 years' or more experience post registration	6	6	63	
	4 years' experience post registration	5			
	3 years' experience post registration	4			
2.2 ARCHITECTURAL: (3 No.)					
One (1) Professional Architect (Team Leader)	8 years' or more experience post registration	6	6		
	7 years' experience post registration	5			
	6 years' experience post registration	4			
	5 years' experience post registration	3			
One (1) Professional Architect	3 years' or more experience post	3	3		
	2 years' experience post registration	2			
	1 year experience post registration	1			
One (1) Technologist or higher - with more than 2 years' experience post qualification	3 years or more experience post registration	2	2		
	1 - 2 years' experience post registration	1	1		
2.3 QUANTITY SURVEYING (2 No.)					
One (1) Professional Quantity Surveyor	5 years' or more experience post registration	5	5		
	4 years' experience post registration	4			
	3 years' or more experience post registration	3			
One (1) Candidate Quantity Surveyor or higher	3 years or more experience post qualification	2	3		
	1- 2 years' experience post qualification	1			
2.4 STRUCTURAL ENGINEERING / TECHNOLOGIST (2 No.)					
One (1) Structural Professional Engineer / OR	5 years' or more experience post registration	5	5		
	4 years' experience post registration	4			
	3 years' experience post registration	3			
One (1) Professional Engineering Technologist	7 years or more experience post registration	5	3		
	6 years' experience post registration	4			
	5 years' experience post registration	3			
One (1) Structural Engineering Technician or higher	3 years or more experience post qualification	3	3		
	2 years' experience post qualification	2			
	1 year experience post qualification	1			
2.5 CIVIL ENGINEERING / TECHNOLOGIST (2 No.)					
One (1) Civil Professional Engineer / OR	5 years' or more experience post registration	5	5		
	4 years' experience post registration	4			
	3 years' experience post registration	3			
One (1) Professional Engineering Technologist	7 years' or more experience post registration	5	3		
	6 years' experience post registration	4			
	5 years' experience post registration	3			
One (1) Civil Engineering Technician or higher	3 years' or more experience post qualification	3	3		
	2 years' experience post qualification	2			
	1 year experience post qualification	1			
2.6 ELECTRICAL ENGINEERING / TECHNOLOGIST (2 No.)					
One (1) Electrical Professional Engineer / OR	5 years' or more experience post registration	5	5		
	4 years' experience post registration	4			
	3 years' experience post registration	3			
One (1) Professional Engineering Technologist	7 years' or more experience post registration	5	3		
	6 years' experience post registration	4			
	5 years' experience post registration	3			
One (1) Electrical Engineer Technician or higher	3 years' or more experience post qualification	3	3		
	2 years' experience post qualification	2			
	1 year experience post qualification	1			
2.7 MECHANICAL ENGINEERING / TECHNOLOGIST (2 No.)					
One (1) Mechanical Professional Engineer / OR	5 years or more experience post registration	5	5		
	4 years' experience post registration	4			
	3 years' experience post registration	3			
One (1) Professional Engineering Technologist	7 years' or more experience post registration	5	3		
	6 years' experience post registration	4			
	5 years' experience post registration	3			
One (1) Mechanical Engineer Technician or higher	3 years' or more experience post qualification	3	3		
	2 years' experience post qualification	2			
	1 year experience post qualification	1			

2.8 CONSTRUCTION HEALTH AND SAFETY AGENT (1 No.)

One (1) Professional Construction Health & Safety Agent Registered with SACPCMP	5 years' or more experience post registration	5	5
	4 years' experience post registration	4	
	3 years' experience post registration	3	

Post-registration experience to be determined by the date of registration Certificate and CV description of projects done after date of registration.

3. LOCALITY:

Tenderer/bidder is required to submit:

- Proof of Business Physical Address for where the project will be undertaken (as per CSD information)

Sub Criteria	Sub-Criteria Point Allocation	Maximum points	Weight factor:
Business physical address within the same Province as the project	5	5	5
Business physical address outside the province within which the project lies	3		
No submission of any of the above	0		
Total			100
(Weight will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)			
Minimum functionality score to qualify for further evaluation:			60%

PS2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable schedules required for tender evaluation purposes

- Resolution of Board of Directors (PS2.1.1) (NB!!)
- Schedule of proposed Sub-contractors (PS2.1.3)
- Capacity of Tenderer / Bidder (PS2.1.4)
- Record of Addenda to Tender Documents (PS2.1.7)
- Declaration of Interest (SBD 4)
- Preference Points Claim Form (SBD 6.1)
- Compulsory Clarification Meeting Certificate (PS2.1.9) (NB!!)
- Proof CSD Registration for main bidder and Sub Contractors
- CIPC document

2. Other documents required only for tender evaluation purposes

- Registration Certificates, as required, issued by the relevant Registration Boards (in terms of the applicable Act).

3. Other documents that will be incorporated into the contract

- Form of Offer and Acceptance (C1.1)
- Contract Data (C1.2)
- Terms of Reference (C2)
- Professional Board notices (C3)

All the above-mentioned documents and schedules are compulsory. Failure to submit these documents, fully completed and with the necessary documentary proof may result in the tender being rejected.



PS2.1.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the South African Police Service in respect of the following project

(project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

- * Delete which is not applicable
- NB. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise**
- Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

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PS2.1.3: SCHEDULE OF PROPOSED SUBCONSULTANTS

Project title:	APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT PRACTICE/ ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN, ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT: SONSKYN POLICE STATION: FREE STATE PROVINCE
Tender no:	19/1/9/1/62 TB(23)

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

	Name and address of proposed Sub-consultant	Nature and extent of work with an indication of the % of the value that will be sub-contracted
1		
2		
3		
4		
5		
6		
7		
8		

Name of representative	Signature	Capacity	Date

Name of organisation:	
------------------------------	--

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Project title:	APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT PRACTICE/ ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN, ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT: SONSKYN POLICE STATION: FREE STATE PROVINCE		
Tender / quotation no:	19/1/9/1/62 TB(23)	Closing date:	2023-11-21
Advertising date:	2023-10-16	Validity period:	90days

- [illegible]

- [illegible]

2.1. Current projects:

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

Name of Tenderer/ Bidder	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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of Institution	State

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

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

SBD4

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

SBD4

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the **accurate** system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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		5		
Persons historically disadvantaged on the basis of gender with at least 51% ownership by women		5		
Persons with at least 51% ownership who are youth		5		
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership		5		
Non-compliant contributor		0		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company

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- ☐ 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:

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PS2.1.7: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT PRACTICE/ ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN, ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT: SONSKYN POLICE STATION: FREE STATE PROVINCE
Tender no:	19/1/9/1/62TB(23)

1. I / We confirm that the following communications received from the South African Police Service before the submission of this tender/ bid offer, amending the tender/bid documents, have been taken into account in this tender/ bid 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.		

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

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PS2.1.9: COMPULSORY CLARIFICATION MEETING CERTIFICATE

Project title:	APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT PRACTICE/ ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN, ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT: SONSKYN POLICE STATION: FREE STATE PROVINCE
Tender no:	19/1/9/1/62 TB(23)
Closing date:	2023-11-21 11:00

This is to certify that I, _____

representing the company of _____

attended the clarification meeting on: 2023-11-07

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	Signature	Date

MB MAPITJA		2023-11-07
Name of SAPS Representative	Signature	Date

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PART C:
CONTRACT

Part C2:

Terms of Reference:

BID 19/1/9/1/62TB(23)

APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT PRACTICE /ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT FOR SONSKYN POLICE STATION: FREE STATE PROVINCE

NAME of BIDDER: _____

C1.1: FORM OF OFFER AND ACCEPTANCE

Project no: 19/1/9/1/62 TB(23) : APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT PRACTICE/ ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN, ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT: SONSKYN POLICE STATION: FREE STATE PROVINCE

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the acquisition of:

The Tenderer, identified in the offer signature block, has examined the documents listed in the contract data, and by submitting this offer has accepted the conditions.

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 Professional Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for the rates as tendered in the document.

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

Rand (in words):	
Rand in figures:	

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 Professional Service Provider in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
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AND WHO IS (if applicable):

Trading under the name and style of:
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AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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19/1/9/1/62 TB(23) : APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT PRACTICE/ ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN, ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT: SONSKYN POLICE STATION: FREE STATE PROVINCE

SIGNED FOR THE TENDERER/ BIDDER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ☐

The official alternative ☐

Own alternative (only if documentation makes provision therefore). ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No. Cellular Phone No.

Fax No.

Postal address

Banker Branch

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

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19/1/9/1/62 TB(23) : APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT PRACTICE/ ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN, ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT: SONSKYN POLICE STATION: FREE STATE PROVINCE

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 Professional Service Provider 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:

THE CONTRACT

Agreements and contract data

Form of offer and acceptance

Contract data

Letter of invitation

Conditions and annexures

Deviations from and amendments to the documents 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule

The Tenderer/ Bidder 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 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer/ Bidder, provided that the Employer notifies the Tenderer/ Bidder of the tracking number within 24 hours of such submission. Unless the Tenderer/ Bidder (now Professional Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	South African Police Service
Address of Organisation:	Supply Chain Management Private Bag X254 Pretoria 0001

WITNESSED BY:

Name of witness	Signature	Date

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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"

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

19/1/9/1/62 TB(23) : APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT PRACTICE/ ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN, ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT: SONSKYN POLICE STATION: FREE STATE PROVINCE

Schedule of Deviations

1.1.1. Subject: NONE
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. 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

Project title:	Appointment of Construction Project Management Practice / Architectural Practice as lead Consultant for the provision of full Multi-Disciplinary Professional Consultancy Services in Architecture, Civil & Structural Engineering , Electrical & Mechanical Engineering, Quantity Surveying and Construction Health & Safety Agent – SONSKYN SAPS: FREE STATE
Project no:	

CONDITIONS OF CONTRACT

The contract will be based on the CIDB Standard Professional Services Contract issued by the CIDB (July 2009) (Third Edition of CIDB document 1014) – obtainable from www.cidb.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data; amendments; additions; or omissions are applicable to this Contract.

CLAUSE	Contract Specific Data, Amendments, Additions and/or Omissions
1	The Employer is the Government of the Republic of South Africa in its department of South African Police Service . The period of performance is from inception of this contract until the Service Provider has completed all deliverables in accordance with the Scope of Works.
3.4 and 4.3.2	The authorized and designated representative of the Employer is the departmental project manager: J MHLANGA The address for receipt of communications is: Private Bag X 254, Pretoria 0001 Tel No : 012 845 8788 Cell No : 079 952 5065 E-MAIL : MhlangaJ@saps.gov.za Physical address : SAPS Programme and Project Management, 18 De Havilland Crescent, Persequor Park, Lynnwood 0020 Postal address : Private Bag X254 Pretoria 0001
3.5	The services shall be executed in the Service Provider's own office, on the Project site and the office of the "Employer". No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6 3.7	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.
3.11.1	Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof. A penalty amount of 0.1% of the contract amount will be applicable per target date, after which termination of the contract will be considered.

3.14	<p>Programme: A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent, to the departmental project manager, within a period of two (2) weeks following the briefing (handing over) meeting.</p> <p>The programme will be the result of the coordination of all appointed Service Providers' preliminary programmes submitted with their respective tenders and shall be in sufficient detail describing key milestones events and activities linked to the fastest realistic time frames in which the Service can be delivered. Milestones and events are to be listed based on the Terms of Reference described in the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may at the coordination stage be extended beyond the time frames outlined in the preliminary programmes of the various appointed Service Providers without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that programme was agreed upon by all during the said coordination action.</p> <p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers if required to promote the interest of the project.</p> <p>Project Execution Plan (PEP): A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
4.1.1	<p>Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the scope of works and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
5.4.1	Professional Indemnity:
5.4.2	Refer to paragraph C1.17 of the Terms of Reference document.
5.5	<p>Service Provider's actions requiring Employer's prior approval: The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Deviate from the final clause 3.14 programme; 2. Deviate from the programme (delayed or earlier); 3. Deviate from or change the scope of work; 4. Change key personnel on the service.
8.1	<p>Commencement of Services The Professional Service Provider 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 Professional Service Provider is appointed.</p>

8.4

8.5

Termination and/ or Deferment

The Department reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion. The appointment, or any part thereof, shall be considered as having been terminated:

- ☐ if you are specifically so notified by the Department; or
- ☐ where the project is deferred or delayed for a period of longer than two (2) years due to reasons not attributable to yourself; or
- ☐ where the Department defers the project and instructions to resume or reinstate the work are not issued within two (2) years of the deferment instructions; or
- ☐ if instructions, necessary for you to continue with the work after a delay or deferment instruction, are not received from the Department within six(6) months after such instructions were requested by you.

Should the agreement between you and the Department, or any part thereof, be terminated by either of the parties due to reasons not attributable to yourself and notwithstanding the provisions of any published fee scale or regulation promulgated in this regard:

- ☐ you will be remunerated for the appropriate portion of the work completed, calculated in accordance with the agreed fee scale as set out in the Terms of Reference and based on the estimated cost of the project, or applicable part thereof, at the time of execution provided that:

- the estimate shall not exceed any cost limit(s) which you have agreed with the Department; or

- no termination levy or similar percentage levy figure will be paid by the Department as a result of the termination of the appointment, irrespective of any reference thereto in any published fee scale or regulation;

- ☐ you will be paid a surcharge equal to such losses (excluding future profits) and expenses as may have been caused by such termination of the agreement as can be substantiated by you.

After an instruction for the temporary deferment of the work is issued to you, or a delay occurs causing the deferment of the work to the project, an interim payment for the appropriate part of the work completed at that stage may be claimed. This shall be calculated in accordance with the agreed fee scale as set out in the Terms of Reference and based on the estimated cost of the project, or part thereof, at the time of execution provided that the estimate shall not exceed any cost limit(s) which you have agreed to with the Department.

Should the work to the project be reinstated or resumed without significant change:

- ☐ within a period of two (2) years from the date of a deferment, the fee paid in accordance with the preceding paragraph as an interim payment will be regarded as part payment of the final amount due, calculated on the estimated cost of the project or the appropriate part thereof;

- ☐ no fee shall be charged in respect of fluctuation in building costs during the period of deferment in respect of completed work and the balance of the fee due shall be calculated on the cost of the project;

- ☐ and should additional services be required from you following the reinstatement or resumption of the deferred work, remuneration for such additional services may be considered on a *quantum meruit* basis;

- ☐ the remuneration must be agreed in writing by the Department via the Departmental Project Manager before this work is undertaken.

Should it be necessary to remunerate you for a portion of the work, the estimated cost of such relevant part of the project shall be the estimate approved or an acceptable tender price received and accepted by the Department. The Department's decision regarding the value thereof is final and binding. Such estimated value shall exclude any allowances in respect of contingencies, contract price adjustments, plant and equipment.

Should the work, or any part thereof, be damaged or destroyed at any stage prior to the completion of the project due to operations of war, fire, storm, flood or other causes over which you could not reasonably have had control, and the work is reinstated, the Department shall pay you an additional fee to be negotiated at such time in accordance with the nature and scope of the professional services required.

8.4.3(c)	The period of suspension under clause 8.5 is not to exceed two (2) years.
9	<p>The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Professional Service Provider 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 Professional Service Provider relinquishes its retention or any other rights to which it may be entitled.</p> <p>The copyright of all documents, recommendations and reports compiled by the Professional Service Provider 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 Professional Service Provider.</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 Professional Service Provider.</p> <p>In case of the Professional Service Provider 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 Professional Service Provider shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.</p> <p>The Professional Service Provider 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>

12.1.2	Interim settlement of disputes is to be by mediation.
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12.2.1	In the event that the parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.

13.	<p>Liability</p> <p>In the case of your firm being a sole proprietor, the principal of the firm, with the acceptance of this bid, in his/her personal capacity, (i) accepts full liability for the due fulfilment of all obligations in respect of the above mentioned appointment; and (ii) hereby indemnifies the Department, and undertakes to keep the Department indemnified, for a period of ten (10) years beyond the issuing of the Final Approval Certificate/ Final Delivery Certificate (whichever is applicable), in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the firm's intentional and/or negligent acts, errors and/or omissions in its performance on this appointment.</p> <p>In the case of your firm being a partnership consisting of only natural persons, the partners of the firm, with the acceptance of this bid, jointly and severally, in their personal capacity, (i) accept full liability for the due fulfilment of all obligations in respect of the abovementioned appointment; and (ii) hereby indemnify the Department, and undertakes to keep the Department indemnified, for a period of ten (10) years beyond the issuing of the Final Approval Certificate/ Final Delivery Certificate (whichever is applicable), in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the firm's intentional and/or negligent acts, errors and/or omissions in its performance on this appointment. The principals of the firm, with the acceptance of this bid, also renounce the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>In the event of your firm being a company, close corporation or any other enterprise with limited liability (including partnerships consisting of other than only natural persons), you must indemnify the Department as described in the Terms of Reference. The requirement that firms with limited liability hold Professional Indemnity Insurance (clause 5.4.1) is not intended to limit such firm's liability to the value of the Professional Indemnity Insurance held.</p>
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 10 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is unlimited.
13.6	The provisions of 13.6 do not apply to the Contract.
15.	In respect of any amount owed by the Service Provider to the Employer, the Service Provider 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).

PART C:
CONTRACT

Part C2:

Terms of Reference:

BID 19/1/9/1/62TB(23)

APPOINTMENT OF A PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT PRACTICE /ARCHITECTURAL PRACTICE AS A LEAD CONSULTANT FOR THE PROVISION OF FULL MULTI-DISCIPLINARY PROFESSIONAL CONSULTANCY SERVICES IN ARCHITECTURE, CIVIL AND STRUCTURAL ENGINEERING, ELECTRICAL AND MECHANICAL ENGINEERING, QUANTITY SURVEYING AND CONSTRUCTION HEALTH AND SAFETY AGENT FOR SONSKYN POLICE STATION: FREE STATE PROVINCE

NAME of BIDDER: _____

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