

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race with at least 51% ownership		05		
Persons historically disadvantaged on the basis of gender with at least 51% ownership by women		05		
Persons with at least 51% ownership who are youth		05		
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership		05		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

- ☐ Non-Profit Company
☐ State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Project title:	APPOINTMENT OF CONTRACTOR FOR SECURITY UPGRADE AT KRAAIFONTEIN POLICE STATION IN WESTERN CAPE PROVINCE
Tender no:	19/1/9/1/02TB(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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T 2.1.7: COMPULSORY CLARIFICATION MEETING CERTIFICATE

Project title:	<i>APPOINTMENT OF CONTRACTOR FOR SECURITY UPGRADE AT KRAAIFONTEIN POLICE STATION IN WESTERN CAPE PROVINCE</i>		
Tender no:	<i>19/1/9/1/02TB(23)</i>		
Closing date:	<i>2023-05-23</i>		

This is to certify that I, _____

representing the company of _____

visited the site on: **2023-05-04 @ 11:00**

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

Lt Colonel Kekana		2023-05-04
Name of SAPS Representative	Signature	Date

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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.

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**APPOINTMENT OF CONTRACTOR FOR SECURITY
UPGRADE AT KRAAIFONTEIN POLICE STATION IN
WESTERN CAPE PROVINCE**

BID: 19/1/9/1/02TB (23)

PART C

CONTRACT

PART C1

AGREEMENTS AND CONTRACT DATA

C 1.1: FORM OF OFFER AND ACCEPTANCE

Tender* no: 19/1/9/1/02TB(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 SECURITY UPGRADE AT KRAAIFONTEIN POLICE STATION: WESTERN CAPE PROVINCE**

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

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

THE OFFERED TOTAL OF THE PRICES:

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: 19/1/9/1/02TB(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: 19/1/9/1/02TB(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.



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

Project title	PROPOSED SECURITY UPGRADES AT KRAAIFONTEIN POLICE STATION - WESTERN CAPE PROVINCE
---------------	--

Tender no:

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

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

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

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



Tender no: ???

42.1.2 [1.1, 5.1]	Principal Agent: Programme and Project Management: Lieutenant Colonel : M.Nengwani Postal address: 18 De Havilland Crescent Persoquor Techno Park Pretoria Tel: (012) 845 8720 Fax:
[1.1]	Representative of the Employer: Col. Baliso M Postal address: Private Bag X 254 Pretoria 0001 Tel: (012) 349 6078 Fax: (012) 841 7495
42.1.3 [1.1, 5.2]	Agent (1) Agent's service: Postal address: Tel: Fax:
42.1.4 [1.1, 5.2]	Agent (2) Agent's service: Postal address: Tel: Fax:
42.1.5 [1.1, 5.2]	Agent (3) Agent's service: Postal address: Tel: Fax:



Tender no:

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

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



Tender no:

[1.1 #] [31.11.2 #] [31.12.2 #]	1) Interest rate legislation: The interest rate applicable will be as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
[11.2.#]	2) Lateral support insurance to be effected by the contractor: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[31.4.2 #]	3) Payment will be made for materials and goods Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[40.2.2.#]	4) Dispute resolution by litigation Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[26.1.2 #]	5) Extended defects liability period applicable to the following elements: Mechanical and Electrical Works (12 months Defects Liability Period)
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : One (1) working day .
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion shall be Thirty Six (36) Weeks from the commencement date and the penalty per calendar day shall be as per the Appendix A attached herein upon award.
42.2.8 [24.3.1] [28.1]	For the works in sections : The date for practical completion from the commencement date and the penalty per calendar day : Section 1: N/A Penalty: Section 2: N/A Penalty: Section 3: N/A Penalty: Section 4: N/A Penalty: Section 5: N/A Penalty: Section 6: N/A Penalty:
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

Tender no:

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 # 12.1 #]	<p>Contract works insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> To the minimum value of the contract sum plus 20%</p> <p>With a deductible not exceeding 10% of each and every claim</p> <p>Or</p> <p><input type="checkbox"/> For the minimum sum of R</p> <p>With a deductible not exceeding 5% of each and every claim</p>
42.3.2 [10.1 #, 10.2 #, 12.1 #]	<p>Supplementary insurance is required: No</p> <p>To the minimum value of the contract sum plus 10 %</p>
42.3.3 [11.1 #, 12.1 #]	<p>Public liability insurance to be effected by the contractor</p> <p><input type="checkbox"/> For the sum of R 5 million</p> <p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input checked="" type="checkbox"/> For the sum of R</p> <p>With a deductible not exceeding 5% of each and every claim</p>
42.3.4 [11.2 #, 12.1 #]	<p>Support insurance to be effected by the contractor</p> <p>For the sum of R N/A</p> <p>With a deductible of R</p>

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



42.4.6 [31.5.3] [32.13]	<p>The contract value is to be adjusted using CPAP indices: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none">1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 1703) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>
42.4.7 [3.10]	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause</p> <p>1.1 COMMENCEMENT DATE – means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion</p> <p>CORRUPT PRACTICE – means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the acquisition process or in contract execution</p> <p>FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a acquisition process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition</p> <p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)</p> <p>PRINCIPAL AGENT – means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule</p>



SECURITY – means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his tender

3.7 Add at the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC Series 2000 Principal Building Agreement** and **Preliminaries** applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times.

3.10 Replace the second reference to "**principal agent**" with the word "**employer**"

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents

10.5 Add the following as 10.5

Damage to the works

- (1) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- (2) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (3) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (4) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable



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

10.7 Add the following as 10.7

HIGH RISK INSURANCE

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

10.7.1 **Damage to the works**

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

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

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

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

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

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



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

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

14.0 Replace the entire clause 14.0 with the following:

14.0 SECURITY

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

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

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

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

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

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

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

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

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

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



Tender no:

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



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

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	such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate .
31.8(B)	Where security is a payment reduction in term of 14.7 has been selected the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
31.8(B).1	Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion
31.8(B).2	Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion
31.8(B).3	Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6
31.8(B).4	One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except were the amount certified is in favour of the employer . In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate
31.12	Delete the following: "Payment shall be subject to the employer giving the contractor a tax invoice for the amount due."
32.5.1 32.5.4 and 32.5.7	Add the following to the end of each of these clauses: "...due to no fault of the contractor "
34.1	Remove #
34.2	Add # next to 34.2
34.8	The principal agent shall certify one hundred per cent (100%) of the amount of the final account in the final payment certificate
34.13	Replace "seven (7) calendar days " with "twenty one (21) calendar days " and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due"
36.1	Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:
36.1.3	refuses or neglects to comply strictly with any of the conditions of contract
36.1.4	estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
36.1.5	in the judgment of the employer , has engaged in corrupt or fraudulent practices in competing for or in executing the contract
36.3	Remove reference to "No clause", and replace " principal agent " with " employer "
36.7 37.5 and 38.7	Add the following: "Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor ; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site . The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"
37.3.5 and 38.5.4	Replace "ninety (90)" with "one hundred and twenty (120)"



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



Tender no:

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



Tender no:

APPENDIX A

CALCULATION OF PENALTY

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

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

PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

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

EXAMPLE

Contract sum = R2 500 000 (excluding VAT)

Construction period = 12 months

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

= R687.50/Calendar day

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

**APPOINTMENT OF CONTRACTOR FOR SECURITY UPGRADE AT
KRAAIFONTEIN POLICE STATION IN WESTERN CAPE PROVINCE**

BID: 19/1/9/1/02TB(23)

PART C

CONTRACT

PART C.2.

SCOPE OF WORK AND BILLS OF QUANTITIES



SOUTH AFRICAN POLICE SERVICE

SECURITY UPGRADE

SCOPE OF WORKS

KRAAIFONTEIN SAPS (WESTERN CAPE)

CIVIL/STRUCTURAL SCOPE

COMPILED BY: DIVISION SUPPLY CHAIN MANAGEMENT, FACILITY MANAGEMENT

KRAAIFONTEIN SAPS: GAUTENG PROVINCE: SECURITY UPGRADE SCOPE

1 DESCRIPTION OF WORKS

Kraaifontein Police Station is to undergo some security Upgrades. The proposed upgrade entails the construction of perimeter fence, signage wall and new gates where required in and around the police station. The provision of the required upgrades should comply with relevant standards such as the Occupational Health and Safety Act, SANS 10400 Part K and the National Building and Construction Regulations.

2 SCOPE OF THE WORKS

The civil/structural scope for the proposed security upgrades includes:

- Construction of a new perimeter fence around the perimeter of the police station.
- Construction of foundation to accommodate new sliding gate.

3 EXTENT OF THE WORKS

3.1 General

- Undertake the relevant and necessary risk assessment.
- Cordons off/barricade work area in a safe and effective manner, allowing normal operations to continue.
- Identify any existing services or equipment at risk of damage due to the construction activities and protect in a safe and effective manner.

3.2 Perimeter fence

3.2.1 Removal of Existing Perimeter fence

- Remove and discard existing wire mesh fence, complete with all support columns and their bases.

3.2.2 Construction of new Perimeter fence (Brick Wall) and Signage wall

- Set out the fence set out points and required levels for the strip foundation.
- Excavate to required levels, 750mm below natural ground level (NGL), including compaction of insitu material to accommodate new foundation.
- Cast 15MPa 50mm thick concrete blinding layer.

KRAAIFONTEIN SAPS: GAUTENG PROVINCE: SECURITY UPGRADE SCOPE

- Cast 25MPa 600mm x 250mm reinforced concrete strip foundation with 30mm reinforcement cover; reinforced with 3Y12 Top & Bottom and Y10@200 Links.
- Construct Brick wall as per architectural drawing Annexure 4.
- Construct Signage wall as per architectural drawing Annexure 8.
- Drill into brickwork to accommodate 50mm diameter UPVC weep holes at a maximum spacing of 600mm c/c where applicable as shown on the architectural drawing Annexure 4.
- Grade surrounding area to ensure effective drainage away from the boundary wall.

3.2.3 Construction of new Perimeter fence (Double skin fencing panel)

- Set out the fence set out points and required levels for the strip foundation.
- Excavate to required levels, 600mm below natural ground level (NGL), including compaction of in-situ material to accommodate new foundation.
- Cast 15MPa 50mm thick concrete blinding layer.
- Cast 600mm x 600mm x 600mm unreinforced foundations to support Mild steel gateposts as shown on Architectural drawing Annexure 12.
- Cast 25MPa 600mm x 250mm reinforced concrete strip foundation with 30mm reinforcement cover; reinforced with 3Y10 Top & Bottom and R8@200 Links.
- Construct Brick wall and double skin fencing panels to required heights as per architectural drawing Annexure 12.
- Drill into brickwork to accommodate 50mm diameter UPVC weep holes at a maximum spacing of 600mm c/c where applicable as shown on the architectural drawing Annexure 12.

3.2.4 Vehicle Access gate: Foundations

- Break existing surface to accommodate the construction of the sliding gate foundation.
- Set out points and required levels for the sliding gate foundation and approach slab.
- Excavate to required levels, 300mm below finished road level, including compaction of in-situ material to accommodate new foundation.
- Cast 15MPa 50mm concrete blinding layer for foundations and approach slab.

KRAAIFONTEIN SAPS: GAUTENG PROVINCE: SECURITY UPGRADE SCOPE

- Place 152x152x23 Mild steel H-Section (See architectural drawing Annexure 9) welded to lugs and cast into 25MPa 300mm x 300mm unreinforced concrete foundation.

**KRAAIFONTEIN SAPS: WESTERN CAPE PROVINCE: SECURITY UPGRADE
SCOPE OF WORKS**



SOUTH AFRICAN POLICE SERVICE

SECURITY UPGRADE

SCOPE OF WORKS

KRAAIFONTEIN SAPS (WESTERN CAPE)

COMPILED BY: DIVISION SUPPLY CHAIN MANAGEMENT, FACILITY MANAGEMENT

KRAAIFONTEIN SAPS: WESTERN CAPE PROVINCE: SECURITY UPGRADE SCOPE OF WORKS

1. DESCRIPTION OF SERVICES (INTENT)

Location: 20 Botfontein Rd, Kraaifontein, Cape Town

The works shall be done as per drawings, annexures, scope of work, specifications and some applicable legislative requirements. This project requires an experienced contractor to execute the job.

The Contractor shall provide all labor, materials tools, equipment, workshop, supervision and other related items required to complete the project as per the scope of work, specifications and attached drawings.

Contractors are advised to visit the site to verify the existing site conditions, measurements and any related project information. **Where a specific product or brand name has been used similar approved product carrying or exceeding same product specification is deemed to have been considered. A sample of such product to be presented to the architect / project manager for approval before it is procured.**

It is important to note that this facility will remain operational during execution of work, proper project execution plan must be done in consultation with the station commander to avert any project delays.

External clear zones

The site shall be cleared for a width of 1m of all rubble, stone, trees, shrubs and plant growth where the fencing is to be erected. The ground shall be roughly levelled to obtain a uniform gradient so that the top of the fence is straight without embedding the bottom of the fence in the ground or leaving a gap under the fence.

KRAAIFONTEIN SAPS: WESTERN CAPE PROVINCE: SECURITY UPGRADE SCOPE OF WORKS

Excavation

The ground shall be excavated for all the standards stays, etc. according to the sizes specified for the respective items. In the case of unstable ground or filling the excavation shall be deeper so that the whole of the concrete base can be cast in solid ground. In the case of the latter, longer standards and stays will be necessary so that the fencing remains at the required height.

Under no circumstances may the poles be planted or the backfilling be carried out or the concrete cast without the bottoms of the excavations having been approved by the SAPS representative.

The Contractor shall notify the SAPS representative immediately the excavations are ready for inspection or as soon as the Contractor is ready to cast the concrete base under the fence or to cast the concrete around the bottoms of the poles. If the Contractor neglects to notify the SAPS representative he/she shall expose the concrete foundation under the fence or the base around the poles as the case may be and refill with earth at his own expense. The Contractor will be held solely responsible if there is any subsidence of the filling before and during the maintenance period.

2. SCOPE OF WORKS

The general scope of work can be summarized as follows:

3. PERIMETER FENCING, VEHICLE AND PEDISTRIAN GATES

Entrances / exits in and around SAPS buildings.

All external gates leading to, from the CSC, and around the rest of the surrounding buildings must be fitted with a high quality cylinder lockset.

Provided that the gate be fitted with a minimum 5 lever, double cylinder lockset for manual locking abilities.

Gate to be fitted with self-closer and magnetic locking system.

All hinges to be concealed, not to be exposed for tampering.

KRAAIFONTEIN SAPS: WESTERN CAPE PROVINCE: SECURITY UPGRADE SCOPE OF WORKS

3.1 VEHICLE GATE

- Remove existing 5000mm wide x 1800mm high steel gate next to the other guardhouse (not the CSC guardhouse) and replace with new 5000mm wide x 2400mm high motorized sliding gate with minimum 600mm high flat wrap wire on top of the gate. Gate must be lockable with heavy-duty padlock from inside the premises (supply and install). (Drawing Annexure 9)
- Remove existing 5000mm wide x 1800mm high main steel gate in front of the CSC (next to the CSC guardhouse) and replace with new 5000mm wide x 2400mm high motorized sliding gate with minimum 600mm high flat wrap wire on top of the gate. Gate must be lockable with heavy-duty padlock from inside the premises (supply and install). (Drawing Annexure 9)
- Supply and install a new 5000mm wide x 2400mm high motorized sliding gate that leads to the living quarters next to the guardhouse (not the CSC guardhouse) with minimum 600mm high flat wrap wire on top of the gate. Gate must be lockable with heavy-duty padlock from inside the premises (supply and install). (Drawing Annexure 9)

Specifications:

- 152mm x 152mm Mild steel H section beam cast in reinforced concrete foundation.
- The mild steel H-Section beam to be levelled prior to casting the beam in concrete.
- 20mm x 3mm Mild steel flat bar lugs to be welded along the length of the beam at maximum 600mm c/c. Lugs to be cut minimum 150mm lengths.
- 20mm Diameter Mild steel solid round bar welded on top of mild steel H-Section beam to ease opening the gate manually and take strain off gate.
- Sliding gate motor: shall be an industrial type motor to withstand weight of 1000kg gate daily operation 750 opening and closing cycles with battery backup.
- Provide a 220mm face rick wall 2460mm (H) X 1200mm (w) at the side of the gate motor. An isolator box, with sliding panel to be built into wall for all connect to and from the gate motor. The wall shall also provide security to the motor to prevent any tampering. Refer to Annexure 9 for complete specification.

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- Intercom System: at vehicle entrance gate shall be an industrial/ robust type system with a rushed aluminum casing.

3.2 PEDESTRIAN / PARAPLEGIC GATES

- Remove the existing 1200mm wide x 1800mm high steel pedestrian gate in front of the CSC, Supply and install a new 1200mm wide x 2400mm high pedestrian/paraplegic gate in front of the CSC. The height of the gate must be the same as the fence.
- Remove the existing 1200mm wide x 1800mm high steel pedestrian gate next to the other guardhouse (not the CSC guardhouse), Supply and install a new 1200mm wide x 2400mm high pedestrian/paraplegic gate in front of the CSC. The height of the gate must be the same as the fence.

Paraplegic / Pedestrian gate

- A paraplegic access gate shall be provided as the opening of a turnstile gate will not be sufficient for access with a wheelchair. The access gate shall be manufactured from the same materials used for perimeter fencing on street boundaries. Gate opening to be 1200mm minimum wide. Provide an electronic magnetic locking system with the option of a manual heavy duty padlock lock in case of emergencies. Gate to be fitted with self-closing mechanism for optimal security.

4. BURGLAR GATES / DOORS

4.1 Community service center (CSC) and around the building

- Supply and install two new burglar gates at the main two doors for the detective offices. The doors are 2300mm wide x 1700mm high.
- Supply and install a new burglar gate at the outside door for the admin offices. The door is 2300mm wide x 1700mm high.

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- Supply and install a new burglar gate for the passage door at the admin building. The door is 2300mm wide x 1700mm high.
- Supply and install a new burglar gate at the outside door for the boardroom. The door is 2300mm wide x 1700mm high.
- Supply and install a new burglar gate for the glass door that is in-between the CSC and the admin block. The door is 1700mm wide x 2350mm high.
- Supply and install a new burglar gate for the wooden door that leads to the cell block from the CSC. The door is 900mm wide x 2100mm high.
- Supply and install a new burglar gate for the main CSC glass door. The door is 4000mm wide x 2100mm high.
- Supply and install the burglars to close an open arch on the left hand side of the main glass door to the CSC, the burglar must have a gate big enough to accommodate a wheelchair. The arch size is 3000mm wide x 2200mm high

Specifications

- All external gates leading to, from the CSC, and around the rest of the surrounding buildings must be fitted with a high quality cylinder lockset.
- Provided that the gate be fitted with a minimum 5 lever, double cylinder lockset for manual locking abilities.
- Gate to be fitted with self-closer and magnetic locking system together with the biometric system.
- All hinges to be concealed, not to be exposed for tampering.
- All gates forming part of a fire route or emergency exit to comply with the fire regulations in SANS 10400, Part T.

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5. SECURITY FENCE:

5.1 SIDE / BACK BOUNDARY WALL

Fence: Around street boundaries (Not facing CSC entrance)

- Install steel palisade on top of the existing brick wall all around the wall that does not have the palisade, palisade to match existing. The height is approximately 1800mm high
The width of the wall is 42000mm + 32000mm + 46000mm + 73000mm + 83000mm which equals to 276000mm.
- Remove the existing barbed wire on top of some of the existing brick wall and replace it with steel palisade to match existing. The steel palisade height is approximately 1800mm high.

5.2 SIDE / BACK BOUNDARY WALL

Fence: Around street boundaries (Not facing CSC entrance) (Drawing Annexure 4)

- Remove the existing 1800mm high x 87000mm wide existing diamond mesh fence from the corner where the existing brick wall ends to the guardhouse (not the CSC guardhouse) and replace with 2465mm high x 87000mm wide face brick wall in stretcher bond with recessed mortar joints, provide brick force every fourth brick course. (Drawing Annexure 4)
Replace the barbed wire on the drawing annexure 4 with steel palisade to match existing.
- Remove the existing 1800mm high x 118000mm wide diamond mesh fence from the guard house (not the CSC guardhouse) to where the fence start curving towards the CSC guard house and replace with 2465mm high x 113000mm wide face brick wall in stretcher bond with recessed mortar joints, provide brick force every fourth brick course. **Replace the barbed wire on drawing annexure 4 with steel palisade to match existing.**
- Remove the existing 1800mm high x 53000mm wide precast concrete wall next to the CSC (on the left side of the CSC) and replace with 2465mm high x 53000mm wide face brick

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wall in stretcher bond with recessed mortar joints, provide brick force every fourth brick course. Replace the barbed wire on drawing annexure 4 with steel palisade to match existing.

SPECIFICATION:

BOUNDARIES TO ADJACENT SITES AND STREET SIDE (Drawing Annexure 4)

- ❖ Minimum brick specification: Face brick with satin finish manufactured from burnt clay in terracotta color or similar approved to match and tie-in with existing structures.
- Provide a 2465mm high face brick wall built in stretcher bond with recessed mortar joints, provide brick force every fourth brick course.
- Foundation wall to be minimum 340mm deep with reinforced concrete footing as specified by Civil and Structural Engineer. Strip foundation below to achieve minimum depth of 570mm.
- The perimeter wall must be designed by a registered architect with lateral support columns and expansion joints, all in compliance with the minimum standards and regulation of SANS10400, part: K, table 17. Provide a brick on edge roller course to the top of the wall and lateral support columns.
- The wall must be secured with 100mm electro-galvanized, 2mm thick, toughened steel security spikes on top of roller course.
- Provide minimum 600mm high galvanized high tensile steel flat wrap razor wire on top of wall to achieve a minimum total height of 3000mm. **Replace steel flat wrap razor wire with steel palisade to match existing.**
- Provide minimum 50mmØ uPVC weep holes spaced maximum 600mm c/c to the bottom of the wall to accommodate storm water flow-off. In-situ concrete foundations as specified by a registered structural engineer.
- At facilities with an extremely high security risk, alternative building materials and techniques should be sourced to provide a more durable and secured perimeter wall at adjacent sites and holding facilities.

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Fence: (Around street boundaries at the entrance to CSC) (Drawing Annexure 12)

- Remove the existing 1800mm high x 20000mm wide diamond mesh fence next to the CSC guard house and replace with 2465mm high x 20000mm wide face brick wall in stretcher bond with recessed mortar joints, provide brick force every fourth brick course. Replace the barbed wire on drawing annexure 12 with steel palisade to match existing.
- Remove the existing 1800mm high x 30000mm wide diamond mesh fence next to the CSC guard house (on the left side of the gate when entering) and replace with 2465mm high x 30000mm wide face brick wall in stretcher bond with recessed mortar joints, provide brick force every fourth brick course. **Replace the barbed wire on drawing annexure 12 with steel palisade to match existing.**

SPECIFICATION:

- Support posts to project 600mm above the top edge of the steel mesh panels as support for the high tensile steel flat wrap razor wire. Overall height to be minimum 3000mm.
- Support post to be 85mm front face, tapering to 45mm with depth of 85mm. Post shall include locking recess mechanism to secure panel. Post to be space 3390mm c/c.
- The fence and support post to be built flush with external face of the wall, the wall must not have a foot hold to the street/ public side. Refer to drawing Annexure 12.
- Fence panel to have 70° flanges along the sides, 90° flange along the top and 30° flange along the bottom.
- The panel facing the street must be in a horizontal position and the internal panel to be in a vertical position to reduce the aperture size of the panel.
- Fence panels to be clamber proof with see-through capabilities and have a top coat finish of marine fusion bond coat in dove grey color or as per approved color. Mesh strands to be 3mm diameter minimum, cut resistant and with an aperture not exceeding 12mm x 12mm.
- Provide 100mm electro-galvanized, 2mm thick, toughened steel spikes on top of fence.

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- Provide minimum 600mm high galvanized high tensile steel flat wrap razor wire on top of fence to achieve a minimum total height of 3000mm.
- The products specified must be manufactured and installed in accordance with the manufacturers specifications and should carry at least a SABS or higher standards certificate.

6. SIGNAGE WALL (Drawing Annexure 8).

- Remove the existing 1800mm high x 30000mm wide diamond mesh fence next to the CSC guardhouse (The curved fence) and replace with a new 2465mm x 4000mm wide signage wall that will be built within the 30000mm wide brick wall. Replace the barbed wire on drawing annexure 8 with steel palisade to match existing.
- ❖ Minimum brick specification: Face brick with satin finish manufactured from burnt clay in terracotta color or similar approved to match and tie-in with existing structures.
- Provide a 2465mm high face brick wall built in stretcher bond with recessed mortar joints, provide brick force every fourth brick course.
- Foundation wall to be minimum 340mm deep with reinforced concrete footing as specified by Civil and Structural Engineer. Strip foundation below to achieve minimum depth of 570mm.
- The perimeter wall must be designed by a registered architect with lateral support columns and expansion joints, all in compliance with the minimum standards and regulation of SANS10400, part: K, table 17. Provide a brick on edge roller course to the top of the wall and lateral support columns.
- The wall must be secured with 100mm electro-galvanized, 2mm thick, toughened steel security spikes on top of roller course.
Provide minimum 600mm high galvanized high tensile steel flat wrap razor wire on top of wall to achieve a minimum total height of 3000mm. Provide minimum 50mmØ uPVC

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weep holes to the bottom of the wall to accommodate storm water flow-off. In-situ concrete foundations as specified by a professional engineer appointed by the contractor

7. SITE CLEANLINESS

The Contractor shall clear away all debris and excess materials accumulated at the site and dispose of it away from the station premises, maintaining a neat site condition. On completion of the project, the contractor shall leave the site in a broom clean condition.

8. WORKMANSHIP

Workers working on site shall be skilled in their job and have related job experience.

9. MATERIAL AND EQUIPMENT DATA SHEET

The contractor shall submit all material and equipment data sheets for employer to accept before any works may commence.

10. SAFETY

The contractor is responsible and shall continue to manage and implement safety and health measures throughout the project.

The employer's representative and the Safety Officer representing the employer reserve the right to suspend work when and where the contractor's health and safety program is considered to be operating in a non-compliant manner.

The contractor shall supply all the Personal Protective Equipment (PPE) for the workers as per the site requirement and the OHS Act. The work will be stopped in case the proper protection equipment is not found with the workers and the time lapse shall be at the contractor's expense.

Contractor will not leave the work site in an unsafe condition or any other condition that might cause harm or injury to personnel, damage to existing work, structures or equipment.

Contractor will use all the safety gadgets, e.g. hard hats, cotton gloves, overalls and goggles to avoid accidents.

Any equipment or work considered dangerous shall be immediately discontinued.

11. WARRANTY

The contractor shall guarantee that all work performed will be free from all defects in workmanship and materials and that all installations will have the capacities and characteristics specified.

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12. LEGISLATION AND APPROVALS

The contractor shall be responsible to provide the client (SAPS) with a Certificate of Compliance (COC) upon final completion.

All building work to comply with the National Building Regulations and SANS10400 (2011).

NB:

- **ALL DIMENSIONS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING WORK.**
- **THIS DOCUMENT IS TO BE READ IN CONJUNCTION WITH ARCHITECTURAL DRAWINGS AND BOQ.**
- **ARCHITECTURAL DRAWINGS SUPERSEDE ANY DISCREPANCY FROM SCOPE OF WORK.**

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SOUTH AFRICAN POLICE SERVICE

SECURITY UPGRADE SCOPE OF WORKS

SITE INSPECTION PHOTOS

KRAAIFONTEIN SAPS (WESTERN CAPE)

**COMPILED BY: SAPS, FACILITY MANAGEMENT: PROGRAMME AND PROJECT,
MANAGEMENT, PRETORIA**

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Figure 1: Install new burglar gates for wooden double doors.

Two for detective offices.

One for admin offices

One for the passage door (admin building)

One for the boardroom

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Figure 2: The existing glass door in between the CSC and admin block.
Install new burglar gate.

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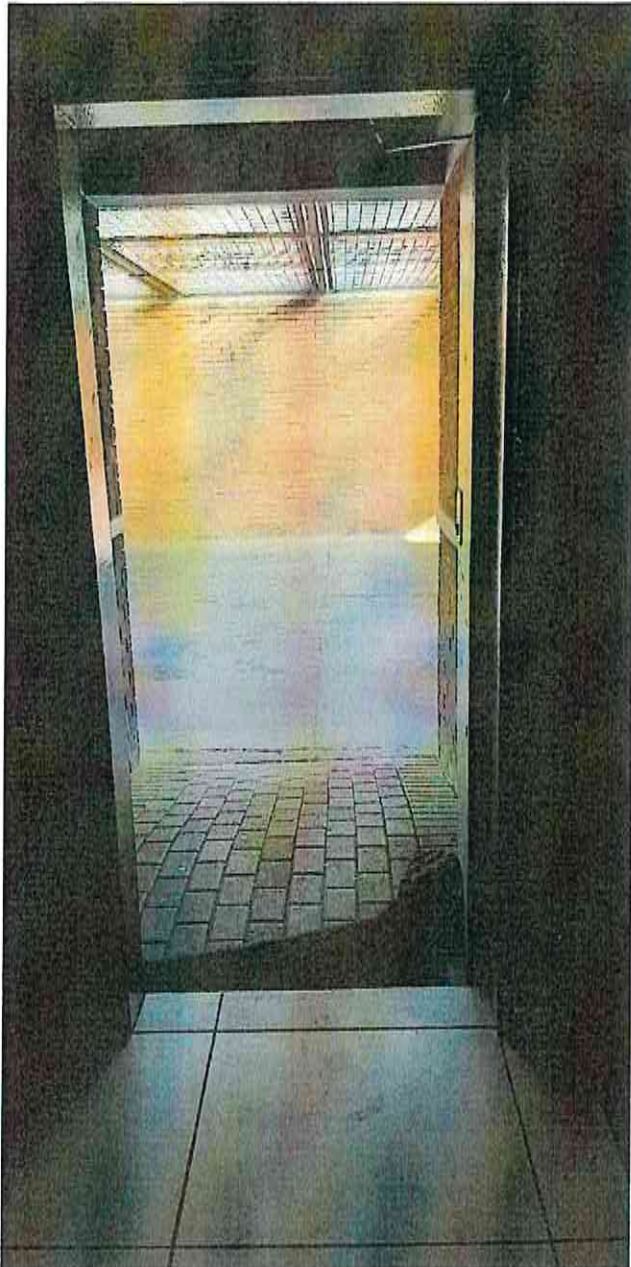


Figure 3: wooden door that leads to the cell block from the CSC.
Install a new burglar gate.

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Figure 4: The main glass door to the CSC.
Install a new burglar gate.