

## 2. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

### 2.1. Current projects:

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount responsible for	Contract period	Date of commence- ment	Scheduled date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							

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## 2.2. Previous projects:

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

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Name of Company	Signature	Date

## 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:

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

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = 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:

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

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.)*

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		

#### 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

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- ☐ (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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## T2.1.7: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR SECURITY UPGRADE AT LANGEBAAN POLICE STATION IN WESTERN CAPE PROVINCE		
Tender no:	19/1/9/1/03TB(23)		

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

	Date		Title or Details
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Initials and Surname		Signature	Position
			Date

Name of Tenderer: \_\_\_\_\_

**OR**

2. The undersigned **confirm that no communications** were received from the South African Police Services before the submission of this tender offer, amending the tender documents.

Initials and Surname	Signature	Position	Date

Name of Tenderer: \_\_\_\_\_



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

**BID19/1/9/1/03TB(23 )**

**PART C:**

**CONTRACT**

**Part C1:**

**Agreements and contract data:**

## C 1.1: FORM OF OFFER AND ACCEPTANCE

**Tender\* no:** 19/1/9/1/03TB(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 LANGEBAAN POLICE STATION IN 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 INCLUSIVE OF VALUE ADDED TAX IS:

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	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

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**Tender no: 19/1/9/1/03TB (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

<b>Name of Organisation:</b>	South African Police Service
<b>Address of Organisation:</b>	Supply Chain Management Private Bag X254 Pretoria 117 Cresswell Road Silverton

### WITNESSED BY:

Signature	Name and surname of witness	Date

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Tender no: 19/1/9/1/03TB (23)

## Schedule of Deviations

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

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

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

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

Project title	<b>PROPOSED SECURITY UPGRADES AT LANGEBAAN POLICE STATION - WESTERN CAPE PROVINCE</b>
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Tender no:

	<p>The Conditions of Contract are clauses 1 to 41 of the <b>JBCC Series 2000 Principal Building Agreement</b> (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> contains all variables referred to in this document and is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>contractor</b>. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this <b>agreement</b></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 <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets</p>
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42.0	<b>Part 1: Contract Data completed by the Employer:</b>
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42.1	<b>CONTRACTING AND OTHER PARTIES</b>
42.1.1	<p><b>Employer:</b></p> <p><b>Government of the Republic of South Africa in its South African Police Service</b></p> <p>Postal address: <b>Private Bag X254</b> <b>Pretoria</b> <b>0001</b></p> <p>Tel: <b>012 841 7000</b> Fax: <b>012 841 7495</b></p> <p>Physical address: <b>Supply Chain Management</b> <b>117 Cresswell Rd</b> <b>Silverton</b> <b>0127</b></p>
[1.2]	

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Tender no: ???

42.1.2 [1.1, 5.1]	<b>Principal Agent:</b> <b>Programme and Project Management: Warrant Officer : S.Sibiya</b>  Postal address: <b>18 De Havilland Crescent</b> <b>Persuor Techno Park</b> <b>Pretoria</b>  Tel: (012) 845 8767 Fax:
[1.1]	<b>Representative of the Employer:</b> <b>Col. Baliso M</b>  Postal address: <b>Private Bag X 254</b> <b>Pretoria</b> <b>0001</b>  Tel: (012) 349 6078 Fax: (012) 841 7495
42.1.3 [1.1, 5.2]	<b>Agent (1)</b>  <b>Agent's service:</b>  Postal address:   Tel: Fax:
42.1.4 [1.1, 5.2]	<b>Agent (2)</b>  <b>Agent's service:</b>  Postal address:   Tel: Fax:
42.1.5 [1.1, 5.2]	<b>Agent (3)</b>  <b>Agent's service:</b>  Postal address:   Tel: Fax:

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Tender no:

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

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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 <b>defects</b> liability period applicable to the following elements: <b>Mechanical and Electrical Works (12 months Defects Liability Period)</b>
42.2.6 [15.3]	Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b> : One (1) <b>working day</b> .
42.2.7  [24.3.1] [30.1]	For the <b>works</b> as a whole:  The date for <b>practical completion</b> shall be <b>Twenty (20) Weeks</b> from the <b>commencement date</b> and the <b>penalty</b> per <b>calendar day</b> shall be as per the <b>Appendix A</b> attached herein upon award.
42.2.8  [24.3.1] [28.1]	For the <b>works</b> in <b>sections</b> :  The date for <b>practical completion</b> from the <b>commencement date</b> and the <b>penalty</b> per <b>calendar day</b> :  Section 1: <b>N/A</b> <b>Penalty:</b> Section 2: <b>N/A</b> <b>Penalty:</b>  Section 3: <b>N/A</b> <b>Penalty:</b>  Section 4: <b>N/A</b> <b>Penalty:</b>  Section 5: <b>N/A</b> <b>Penalty:</b>  Section 6: <b>N/A</b> <b>Penalty:</b>
42.2.9 [1.2]	The <b>law</b> applicable to this <b>agreement</b> shall be that of the: <b>Republic of South Africa</b>

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Tender no:

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

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

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42.4.6 [31.5.3]  [32.13]	<p>The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in accordance with the <b>JBCC Contract Price Adjustment Provisions (CPAP)</b> as set out in the <b>CPAP Indices Application Manual</b> as prepared by the <b>JBCC Series 2000</b>, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"><li>1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities</li><li>2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170</li><li>3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries</li><li>4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted</li><li>5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</li></ol> <p>Alternative Indices: <b>Not Applicable</b></p>
42.4.7 [3.10]	<p>Details of changes made to the provisions of <b>JBCC</b> standard documentation</p> <p><b>Clause</b></p> <p>1.1 <b>COMMENCEMENT DATE</b> – means the date that the <b>agreement</b>, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p><b>CONSTRUCTION GUARANTEE</b> – means a guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's</b> construction guarantee form as selected in the <b>schedule</b></p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the <b>commencement date</b> and ending on the date of <b>practical completion</b></p> <p><b>CORRUPT PRACTICE</b> – 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><b>FRAUDULENT PRACTICE</b> – 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><b>INTEREST</b> – 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><b>PRINCIPAL AGENT</b> – means the person or entity appointed by the <b>employer</b> and named in the <b>schedule</b>. In the event of a <b>principal agent</b> not being appointed, then all the duties and obligations of a <b>principal agent</b> as detailed in the <b>agreement</b> shall be fulfilled by a representative of the <b>employer</b> as named in the <b>schedule</b></p>

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

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

1.6.4 No clause

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

3.7 Add at the end thereof:

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

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

4.3 No clause

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

10.5 Add the following as 10.5

**Damage to the works**

(1) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

(2) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**

(3) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6

(4) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

**Injury to Persons or loss of or damage to Properties**

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

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





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

10.7 Add the following as 10.7

#### **HIGH RISK INSURANCE**

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

##### **10.7.1 Damage to the works**

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

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

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

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

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

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





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

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

14.0 Replace the entire clause 14.0 with the following:

**14.0 SECURITY**

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

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

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

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

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

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

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

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

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

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

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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





	such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b> .
31.8(B)	Where security is a payment reduction in term of 14.7 has been selected the value of the <b>works</b> in terms of 31.4.1 and <b>materials and goods</b> 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 <b>payment certificates</b> issued up to the date of <b>practical completion</b>
31.8(B).2	Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>
31.8(B).3	Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6
31.8(B).4	One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except were the amount certified is in favour of the <b>employer</b> . In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>
31.12	Delete the following: "Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> 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 <b>contractor</b> "
34.1	Remove #
34.2	Add # next to 34.2
34.8	The <b>principal agent</b> shall certify one hundred per cent (100%) of the amount of the <b>final account</b> in the <b>final payment certificate</b>
34.13	Replace "seven (7) <b>calendar days</b> " with "twenty one (21) <b>calendar days</b> " and delete the words: "subject to the <b>employer</b> giving the <b>contractor</b> 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 <b>employer</b> , has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract
36.3	Remove reference to "No clause", and replace " <b>principal agent</b> " with " <b>employer</b> "
36.7 37.5 and 38.7	Add the following: "Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> 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) <b>working days</b> 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 <b>mediator</b> and related costs.</p>
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42.0	<b>Part 2: Contract Data provided by the Contractor:</b>
42.5	<b>CONTRACT DETAILS</b>
42.5.1	<p><b>Contractor:</b></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 <b>contract sum</b> 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 <b>payment certificate</b>: _____</p>
42.5.4 [32.12]	<p>The preliminaries amounts shall be paid in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>
42.5.5 [32.12]	<p>The preliminaries amounts shall be adjusted in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>

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

**BID: 19/1/9/1/03TB(23)**

**PART C**

**CONTRACT**

**PART C.2**

**SCOPE OF WORK AND PRICING DATA**





**SOUTH AFRICAN POLICE SERVICE**

**LANGEBAAAN SAPS  
WESTERN CAPE**

**SECURITY UPGRADES ARCHITECTURAL SCOPE OF WORKS**

## PROPOSED SECURITY UPGRADES AT LANGEBAAN POLICE STATION: WESTERN CAPE PROVINCE

### 1. LOCATION

Address: Oosteewal Road,  
Langebaan, 7357  
Erf: 933 and 1420

### 2. DESCRIPTION OF SERVICES (INTENT)

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

The Contractor shall supply all labour, 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, verify the existing site conditions to verify measurements and any related project information. **Where a specific product or brand name has been used a similar approved product consisting of the same product specification is deemed to have been considered. A sample of such product to be presented to the SAPS architect / project manager for approval before it is procured.**

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

### 3. SCOPE OF WORKS

The general scope of work can be summarized as follows;

- Remove existing steel palisade and wire mesh fence.
- Construct a new brick wall perimeter wall.
- Supply and install new security gates on external doors.
- Supply and install new burglar proofing on all windows.
- Supply and install a new security gate at Archive room garage door.
- Supply and install new vehicle sliding steel gate.

### 3. PERIMETER FENCE

#### 3.1 Existing steel palisade fence

3.1.1 Remove existing steel palisade fence and store for later re-use.

3.1.2 Construct new brick wall perimeter wall. The total new brick wall perimeter wall length is approximately **226 100mm**.

## **PROPOSED SECURITY UPGRADES AT LANGEBAAN POLICE STATION: WESTERN CAPE PROVINCE**

### Minimum specification and requirements for the construction of the Brick wall:

- Face brick with satin finish manufactured from burnt clay in terracotta colour or similar approved.
- Wall to be built-in between brick posts. Posts to be built into concrete foundation. The post is to be 3000mm above natural ground level. Spacing of posts as per architectural drawings.
- Brick wall to be built 620mm high with brick on edge roller course on top. The wall to be built in stretcher bond with recessed mortar joints, provide a minimum 200mm brick force in every 4th brick course.
- The wall and support posts of the external wall must not protrude to the neighbouring side/property.
- Provide 100mm electro-galvanized, 2mm thick, toughened steel spikes on top of the wall.

**Refer to Architectural drawings for layout and detailing.**

## **4. SECURITY ACCESS GATE**

### **4.1.1. Vehicle sliding gate**

Install new vehicle sliding security gate as per Architect's drawing.

### Minimum specification and requirements for construction of vehicle security gate:

- The total dimension of the gate is **3500mm High x 6100mm Wide**.
- Frame: Steel tubing frames are 75mm x 50mm x 2.5mm.
- Internal tubing: Rectangular tubing 50mm x 30mm x 2mm.
- All steel sections must be hot dipped galvanized to prevent corrosion.

## **4.1 Archive room garage door**

Supply and install metal steel burglar gate fitted with an electronic magnetic locking system and an option of a manual heavy duty padlock lock in case of emergencies. Gate to be fitted with self-closing mechanism for optimal security.

### **4.1.1 Door 01 – Garage door**

Dimensions: 3000mm Wide x 2500mm High

Quantity: 01

## **5. Community Service Centre (CSC)**

### **5.1 CSC Window**

5.1.1 Remove existing steel window where built-in-cupboard is located. Window type – ND4F, dimension: 1511mm x 1245mm.

5.1.2 Brick up window opening with face brick to match existing.



## PROPOSED SECURITY UPGRADES AT LANGEBAAN POLICE STATION: WESTERN CAPE PROVINCE

### 5.2 CSC door to offices

5.2.1 Supply and install security gate on CSC entrance/ exit door to offices, to match existing.

5.2.2 Dimension: 1000mm Wide x 2100mm High  
Quantity: 1

### 6. Windows - Burglar Proofing

All windows at the police station must be fitted with high-quality burglar proofing. The burglar proofing is to be installed to the internal walls of the window opening, inside the opening of the window.

The burglar proofing is to consist of the following:

- 30mm x 6mm Mild steel flat bar frame.
- 12mmØ Mild steel round bar welded to frame in a vertical position spaced at a maximum 100mm c/c.
- Vertical round bars to be supported with 30mm x 6mm mild steel flat bar welded to each round bar and side of the frame. The support bar is to be welded to a round bar using the face area of the flat bar. Provide horizontal support bar spaced at a maximum of 1000mm. Space horizontal support equally.
- Frame fixed to inside of window opening with M10 bolts with tack welds on every bolt.
- The vertical frame is to be fixed to a wall with M10 bolts spaced at a maximum of 300mm c/c.
- The horizontal frame is to be fixed to the wall with M10 bolts spaced at a maximum of 350mm c/c.

**Refer to Annexure 10 for specification and detailing.**

7.1.1 Window 01 – Steel frame ND11F  
Dimension: 2000mm x 1245mm  
Quantity: 2

7.1.2 Window 02 – Steel frame ND4F  
Dimension: 1511mm x 1245mm  
Quantity: 6

7.1.3 Window 03 – Steel frame NC5F  
Dimension: 533mm x 949mm  
Quantity: 3

7.1.4 Window 04 – Steel frame NC2F  
Dimension: 1022mm x 949mm  
Quantity: 1

7.1.5 Window 05 – Steel frame NC4F  
Dimension: 1511mm x 949mm  
Quantity: 2

## **PROPOSED SECURITY UPGRADES AT LANGEBAAN POLICE STATION: WESTERN CAPE PROVINCE**

- 7.1.6 Window 05 – Steel frame ND6F  
Dimension: 305mm x 1245mm  
Quantity: 1

**NB:** Replace any damaged or broken window patty and panes. Sand down and repaint steel window frames – colour to match existing. The above to be confirmed on site.

### **8. SITE CLEANLINESS**

- 8.1 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 clean condition.

### **9. WORKMANSHIP**

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

### **10. MATERIAL AND EQUIPMENT DATA SHEET**

- 10.1 The contractor shall submit all material and equipment data sheets for employer to approve before any work commences.

### **11. SAFETY**

- 11.1 The contractor is responsible and shall continue to manage and implement safety and health measures throughout the project.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 Contractor will use all the safety gadgets, e.g. hard hats, cotton gloves, overalls and goggles to minimize and avoid injuries.
- 11.6 Any equipment or work considered dangerous shall be immediately discontinued.

**PROPOSED SECURITY UPGRADES AT LANGEBAAN POLICE STATION: WESTERN CAPE PROVINCE**

**12. WARRANTY**

- 12.1 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.

**13. LEGISLATION AND APPROVALS:**

- It is recommended that the additions must be presented and discussed with the local authority (municipality) of the area to determine the legal requirements and approvals.
- Please note that the project can be subject to municipal plan submission and approvals.
- All building works to comply with the National Building Regulations and SANS10400 (2011).

**NB:**

- **ALL DIMENSIONS TO BE CONFIRMED ON SITE PRIOR TO COMMENCEMENT OF WORK.**
- **THIS DOCUMENT IS TO BE READ IN CONJUNCTION WITH ARCHITECTURAL DRAWINGS , BoQ AND CONTRACTOR'S APPOINTMENT DOCUMENT.**





**SOUTH AFRICAN POLICE SERVICE**

**LANGEBAAAN SAPS  
WESTERN CAPE**

**SECURITY UPGRADES CIVIL/STRUCTURAL SCOPE OF WORKS**

## **PROPOSED SECURITY UPGRADES AT LANGEBAAN POLICE STATION: WESTERN CAPE PROVINCE**

### **1. DESCRIPTION OF WORKS**

Langebaan SAPS is to undergo some security Upgrades. The proposed upgrade entails the construction of perimeter wall, new gates, burglars and making good of existing gates where required in and around the Langebaan SAPS. 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 at Langebaan SAPS includes:**

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

### **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.
- Clear site of any obstructions impeding the intended construction.

#### **3.2. Perimeter Wall**

##### **3.2.1. Removal of Existing Perimeter fence**

- Remove existing palisade fence, complete with all support columns and their bases.

##### **3.2.2. Construction of new Perimeter Wall (Brick Wall)**

- Set out the wall 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 concrete blinding layer.
- Cast 25MPa 750mm x 250mm reinforced concrete strip foundation with 30mm reinforcement cover; reinforced with 3Y12 Top & Bottom and Y10@200 Links.

## **PROPOSED SECURITY UPGRADES AT LANGEBAAN POLICE STATION: WESTERN CAPE PROVINCE**

- Construct Brick wall as per architectural drawing Annexure 4. Maintain the prescribed height above natural ground level, stepping it where required.
- 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.

### **3.3. Vehicle Access gate: Foundations**

- Break existing surface to accommodate the construction of sliding gate foundation.
- Set out points and required levels for the sliding gate foundation.
- 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 the foundation.
- Place 152mmx152mmx23kg/m (152x152x23H) Mild steel H-Section (See architectural drawing Annexure 9) welded to lugs and cast into 25MPa 300mm x 300mm unreinforced concrete foundation.



**SOUTH AFRICAN POLICE SERVICE**

**SUPPLY, INSTALLATION AND COMMISSIONING OF  
PERIMETER LIGHTING  
LANGEBAAN POLICE STATION  
WESTERN CAPE PROVINCE**

**COMPILED BY: SAPS, Division: Supply Chain Management**



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## 1. INTRODUCTION

The South African Police Service under Supply Chain Management Division has a requirement to install new perimeter lights at Langebaan Police Station in Western Cape Province, South Africa, occupied by the South African Police Service (SAPS).

## 2. SCOPE OF WORKS

The works comprises of supply, installation and commissioning of perimeter lights and Blue SAPS Light at Langebaan Police Station.

The Contractor will provide all equipment, labour, material, and transportation to supply, installation and commissioning of the perimeter lights including all components and sundries, tests, etc. required to bring the installations to the working order intended, compliance and guarantee at Langebaan Police Station.

The Contractor shall ensure that he/she is conversant with the technical specification and applicable standards.

## 3. REGULATIONS, STANDARDS AND REFERENCES

The Area lighting installation shall comply with the following specifications:-

- SANS 10142-1: The wiring of premises.
- SANS 10389-2: Exterior Security Lighting
- SANS 475: Luminaires for interior Lighting, Street lighting and Floodlighting
- SANS 121: Hot-dip galvanized coatings on fabricated iron and steel articles
- SANS 1777: Photoelectric lighting control unit for lighting
- SANS 10222-1-5-2: Electrical Security Installation
- SANS 1277: Street lighting luminaires
- SANS 60598-2-5: Floodlights.
- SANS 60947-2: Low voltage switchgear and control gear. Part 2: circuit breakers.
- SANS 10198: The selection, handling and installation of electric power cables rating not exceeding 33KV
- SANS 1799: Watt-hour meters – AC electronic meter for active energy
- SANS 1186-1: Symbolic safety signs part 1 Standard signs and general requirements
- SANS 791: Unplasticized poly (vinyl chloride)(PVC-U) Sewer and drain pipes and pipe fittings
- SANS 1507: Electric cables with extruded solid dielectric insulation for fixed