

DEPARTMENT: SOUTH AFRICAN POLICE SERVICE

REPUBLIC OF SOUTH AFRICA

Private Bag X254, Pretoria, 0001, Tel: 012 - 841 7459, Facşimile: 012 - 841 7071 117 Cresswell Road, Silverton, Fretoria

The M	lanager	Reference no: 19/1/9/1/10 TB (23)
	THE OFFICE AND ADMINISTRATION ADMINISTRATION ADMINI	Date: 2023 - 06 - 23
Sir / M	Madam	Enquiries: <u>Kenneth Mohlalq</u> Tel no: <u>012 841 7358</u> Fax no: <u>Mohlalak ke saps-gov-</u> za
REQU	IRED BY THE SOUTH AFRICAN POLICE SERVICE	
	ING TIME AND DATE FOR BIDS IS 11:00 on the date as	specified in the document: 2023-07-25
The De	epartment of the South African Police Service requires the i u are requested to complete the bidding documents and to	item(s)/service as described per attached bid invitation
į	The conditions contained in the attached annexures apply	t.
Ĭ	The bid must be submitted in a sealed envelope with the closing date indicated on the envelope. The cover or envelope other than that shown on the cover or envelope.	name and address of the bidder with the bid number elope must not contain documents relating to any bid
\$	Bids submitted per mail must be sent per registered re closing date and time. Failure to do so will invalidate	nail. The Bid must still reach this office before the the bid.
1	The bid will be valid for a period of 90 days after the closin	ng date.
!	The attached forms/annexures, if completed in detail and	returned, will form part of your bid.
You are	e advised to acquaint yourself with the contents of the attac	hed General Conditions of Contract.
It will be been in	e expected of the successful bidder to sign the formal contri formed to this effect.	act at this office within seven (07) days after he/she has
Yours fa	aithfully	
DIVISIO MI FAN	LIEUTENANT GENERAL DNAL COMMISSIONER: SUPPLY CHAIN MANAGEMENT I	

PART A INVITATION TO BID

		R REQUIREMENTS OF THE	····	RICAN POLICE SI			
	/1/10TB(23)	CLOSING DATE: 2023-07-2				_OSING TIME:	11:00
DESCRIPTION: APPO		CONTRACTOR FOR SECUR	ITY UPGRA	ADE AT INGOGO	POLICE	E STATION IN K	WAZULU NATAL
		DEPOSITED IN THE BID BOX	3. BID RE	SPONSE DOCUM	ENTS M	AY BE POSTED	TO:
SITUATED AT:				2, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,		1 a N 4 2 2 3 3 1 1 1	
DIVISIONAL COMMISSIONAL COMMISS			1	AL COMMISSION			
SUPPLY CHAIN MANAG SOUTH AFRICAN POLIC			1	CH AIN MANAGEM FRICAN POLICE S			
117 CRESWELL ROAD	C 02/(V/02		1	BAG X254	JE1 () () (·····	•
SILVERTON			PRETORI.	A			
PRETORIA			0001				
0184 4. BIDDING PROCEDUR	E ENQUIRIES MA	Y BE DIRECTED TO:	5. TECHN	ICAL ENQUIRIES	MAY BI	E DIRECTED TO:	
CONTACT PERSON	Kenneth Mohla		 	Γ PERSON		Colonel Mhlon	
TELEPHONE NUMBER	012 841 7358		TELEPHO	NE NUMBER		071 686 0000	
FACSIMILE NUMBER			FACSIMIL	E NUMBER			
E-MAIL ADDRESS	MohlalaKK@sa		E-MAIL A			MhlongoRJ@s	aps.gov.za
6. SUPPLIER INFORMAT	TION		100000000000000000000000000000000000000				- 100 0000 T - 100 0000 T - 100 0000 T - 100 0000 T
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS					winera delecco i la dare de constituir e de co		WWW. Mileston de Verminaans han de de de tit toe de Vermina de trouse ont de service en manuel en me
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		·	NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER	TAX			CENTRAL			
COMPLIANCE STATUS	COMPLIANCE		OR	SUPPLIER			
	SYSTEM PIN:			DATABASE NUMBER:	MAAA		
CENTRAL SUPPLIER				<u> </u>			
DATABASE			[TICK APPI	LICABLE BOX]			
REGISTRATION REPORT			Yes	□No			
		· · · · · · · · · · · · · · · · · · ·	i	Land 174			
ARE YOU THE ACCREDITED	45						
REPRESENTATIVE IN				A FOREIGN BASE			
SOUTH AFRICA FOR	Y.	es 🔲 No		FOR THE GOOD		Yes	□No
THE GOODS			BERVICE	S /WORKS OFFE	(EU?		
/SERVICES /WORKS OFFERED?	[IF YES, ENCLO	SE PROOF]				(IF YES, ANSWE	ER PART A:7]
7. QUESTIONNAIRE TO	L BIDDING FOREIG	N SUPPLIERS	······································		-, -:		
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			7 NO				
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			,				_] NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			A?	7		YES [] NO
DOES THE ENTITY HAVE	VE ANY SOURCE OF INCOME IN THE RSA?				YES [] NO	
		NY FORM OF TAXATION?	4 MPA:::::::::	************] NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

8. SUB CONTRACTORS	INFORMATION (lf applicable)	- Wasang				
NAME OF SUB CONTRACTOR							
POSTAL ADDRESS					75-00-64-75-00-64-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4	······································	
STREET ADDRESS							4-1-1-1
TELEPHONE NUMBER	CODE				NUMBER		
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE				NUMBER		
E-MAIL ADDRESS							
CIDB REGISTRATION NUMBER						, , , , , , , , , , , , , , , , , , ,	
SUB CONTRACTOR COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE NUMBER:	MAAA	\
CENTRAL SUPPLIER DATABASE REGISTRATION REPORT				[TICK APPI	LICABLE BOX]		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?	[IF YES, ENCLO			SUPPLIER	A FOREIGN BASE R FOR THE GOOD S /WORKS OFFEI	S	☐Yes ☐No [IF YES, ANSWER PART A:7]
NAME OF SUB CONTRACTOR			all the factor has the factor of the factor				
POSTAL ADDRESS							
STREET ADDRESS		·					
TELEPHONE NUMBER	CODE				NUMBER		***************************************
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE				NUMBER	***************************************	
E-MAIL ADDRESS							
CIDB REGISTRATION NUMBER							
SUB CONTRACTOR COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE NUMBER:	MAAA	
CENTRAL SUPPLIER DATABASE REGISTRATION REPORT				[TICK APPL	LICABLE BOX]		3
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? IN CASES WHERE MORE	☐Y (IF YES, ENCLO	SE PROOF]	S ARE GOIN	SUPPLIER ISERVICES	A FOREIGN BASE FOR THE GOOD S (WORKS OFFER TILIZED, PLEASE	S RED?	☐YeS ☐NO [IF YES, ANSWER PART A:7] CATE THIS PAGE

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. THE BID BOX IS GENERALLY OPEN 24 HOURS A DAY, 7 DAYS A WEEK.
- 1.3. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.4. BIDDERS AND SUBCONTRACTORS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.5. WHERE A BIDDER OR SUB CONTRACTOR IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
- 1.6. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.7. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS AND SUB CONTRACTORS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS AND SUB CONTRACTORS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS AND SUB CONTRACTORS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDEROR IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSC NUMBER MUST BE PROVIDED.

GENERAL

3.1 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	
DATE:	

SOUTH AFRICAN POLICE SERVICE SUPPLY CHAIN MANAGEMENT (SCM)



APPOINTMENT OF CONTRACTOR FOR SECURITY UPGRADE AT INGOGO POLICE STATION IN KWAZULU NATAL PROVINCE

BID Number: 19/1/9/1/10TB (23)

NAME of BIDDER:	

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE

BID NUMBER: 19/1/9/1/10TB(23)

CLOSING TIME: 11:00

CLOSIND DATE: 2023-07-25

DESCRIPTION:

APPOINTMENT OF A CONTRACTOR FOR SECURITY UPGRADE AT INGOGO POLICE STATION IN KWAZULU NATAL PROVINCE

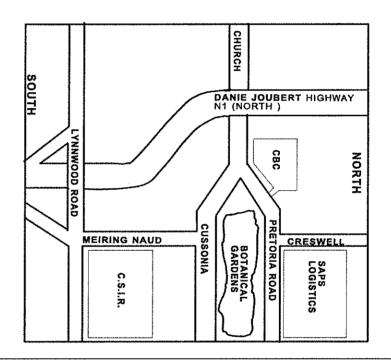
BID DOCUMENTS MAY BE POSTED TO:

The Section Head Contract Management SA Police Service Private Bag X 254 PRETORIA 0001

OR

DEPOSITED IN THE BID BOX SITUATED AT:

Divisional Commissioner Supply Chain Management SA Police Service 117 Cresswell Road Silverton PRETORIA 0184



Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

Bids should submitted either by mail or by hand. If a bidder prefers to post a bid, it is the responsibility of the bidder to ensure that the envelope is correctly addressed as indicated in the bid document, lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the envelope, and that the bid will reach the Department (SAPS) on time. The SA Post Office is then regarded as the agent of the bidder and the Department (SAPS) will not accept any responsibility for the late delivery of the bid.

THE BID BOX IS GENERALLY OPEN 24 HOURS A DAY, 7 DAYS A WEEK.



ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE RE-TYPED).

COVER LETTER TO BID DOCUMENTS

Project description:		A CONTRACTOR FOR ATION IN KWAZULU NATA	SECURITY UPGRADE AT L PROVINCE		
Bid number:	19/1/9/1/10TB(23)	Advertising date:	2023 -06-2 3		
Close date:	2023-07-25	Close time:	11:00		
Compulsory site inspection session:					

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

Contact name:	Kenneth Mohlala	Telephone no:	012 841 7358	
Cell no:		Fax no:	086 219 3881	
E-mail:	MohlalaKK@saps.go	MohlalaKK@saps.gov.za		

CONTENTS OF BID DOCUMENT

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

PART T: TENDER	Document number
Part T1: Tendering procedures.	
Notice and invitation to tender	T 1.1
Tender Data	T1.2
Standard Conditions of tender	Appendix A
Part T2: Returnable documents including part C1 and C2	
List of returnable documents	T2.1
Resolution of board of directors	T2.1.1
Schedule of proposed Sub- Contractors	T2.1.3
Capacity of Tenderer	T2.1.4
Preference points claim form in terms of the preferential procurement regulations 2023- SBD 6.1	T2 .1.5
Record of Addenda to tender document	T2.1.6
Compulsory site meeting certificate	T2.1.7
Part C1 to C4 PARTC: Contract	
Part C1 – Agreements and contract data	
Form of Offer and Acceptance	C1.1
Contract data and Form of Guarantee	C1.2
Part C2 – Pricing data and scope of work	
Bill of Quantities	C2
	_
Part C3 – Occupational Health and Safety	
Occupational Health and Safety Specification	C3



APPOINTMENT OF CONTRACTOR FOR SECURITY UPGRADE AT INGOGO POLICE STATION IN KWAZULU NATAL PROVINCE

BID 19/1/9/1/10TB (23)

PART T1:

TENDERING PROCEDURES:

T1.1: NOTICE AND INVITATION TO TENDER

The Employer is the South African Police Service and invites tenders for:

Project title:	APPOINTMENT OF CONTRACTOR FOR SECURITY UPGRADE AT INGOO POLICE STATION IN KWAZULU NATAL PROVINCE						
Tender no:	19/1/ 9/1/10T B(23)						
Advertising date:	2023-06-23	Closing date:	2023-07-25				
Closing time:	11:00	Validity period:	90 days				

It is estimated that tenderers should have a CIDB contractor grading designation of **Grade 3 (R 1 million to R 3 million) (GB) General Building** or higher.

Only tenderers who accept the conditions as set out below and who are responsive to the responsiveness criteria below are eligible to submit tenders:

	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a Grade 3 (R 1 million to R 3 million) (GB) General Building class of construction work.
\boxtimes	JOINT VENTURES/ CONSORTIUMS ARE NOT ELIGIBLE TO SUBMIT TENDERS.
\boxtimes	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
\boxtimes	Submission of Resolution of Board of Directors of the company, completed and signed by all Director(s) of the company according to CSD.
\boxtimes	Submission of other compulsory returnable schedules / documents as per List of returnable documents (T2.1).
\boxtimes	Submission of the Compulsory clarification meeting Certificate as proof for attendance of compulsory clarification meeting signed by SAPS representative.
×	Bid will be evaluated in terms of the preference points claim form in terms of the Preferential Procurement Regulations 2022 (Total points for Price 80 and SPECIFIC GOALS 20)
×	Negotiations The State reserves the right to negotiate with the shortlisted bidders prior to award and with the successful bidder(s) post award
×	Bidders must not re-type any SAPS official documents as per invitation to bid, failure to comply with that, their bid will be regarded as non-responsive.
	Bidder must have ACTIVE REQUIRED CIDB GRADING CERTIFICATE
\boxtimes	No bidder is allowed to submit more than one offer with different total bid price, failure to comply, the bidder will be regarded as non-responsive or been disqualified
×	The South African Police Service reserve the right to conduct supplier's due diligence prior to final award. This may include site visit.



This tender will be evaluated according to the Preferential Procurement Model PPFA: (Tick applicable preference point scoring system)

⊠ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	
Price / Specific Goals		
Price:	80 points	
Specific Goals	20 points	
Total must equal:	100 points	

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS MUST NOT EXCEED	100

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

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	03	05	03	05
Persons historically disadvantaged on the basis of gender with at least 51% ownership by women	03	05	03	05
Persons with at least 51% ownership who are youth	02	05	02	05
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership	02	05	02	05



NOTE: Tenderers claiming preference points must sign and submit the Preference Certificate

COLLECTION OF TENDER DOCUMENTS:

Tender documents may be collected during working hours at the following address SAPS: Supply Chain Management, Bid office, 117 Cresswell Rd, Silverton, Pretoria,

COMPULSORY CLARIFICATION MEETING

A compulsory clarification meeting will take place at SAPS Ingogo, Main Street, Ingogo, Newcastle, KwaZulu Natal Province and DATE: 2023-07-06 starting at TIME 11:00. Directions can be obtained on 034 341 1621.

TENDER DOCUMENTS ENQUIRIES

ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:

Procurement Manager:	CPAC Kenneth Mohlala	Telephone no:	012 841 7358
Cell no:		Fax no:	
E-mail:	MohlalaKK@saps.gov.za		

DEPOSIT / RETURN OF TENDER DOCUMENTS:

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

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

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

TENDER DOCUMENTS MAY BE POSTED TO:		DEPOSITED IN THE TENDER BOX AT:	
THE SECTION HEAD: CONTRACT MANAGEMENT SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE PRIVATE BAG X 254 Pretoria 0001	OR	SAPS: Supply Chain Management 117 Cresswell Road Silverton 0127	***************************************
ATTENTION: CONTRACT MANAGEMENT SECTION: ROOM 5104, first floor A-Block.			

COMPILED BY:

CPAC Kenneth Mohlala	Anoliala K.K.	2023-06-23
Name of Procurement Official	Signature	Date

Decinat title.	APPOINTMENT OF CONTRACTOR FOR SECURITY UPGRADE AT INGOGO
Project title:	POLICE STATION IN KWAZULU NATAL PROVINCE

Tender no:	19 /1/9/1 /10TB(23)	Closing date:	2023 -07-25
Closing time:	11:00	Validity period:	90 days

Clause		
number:		
·	The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 751 published in Government Gazette No. 27831 of 22 July 2005 and as amended from time to time. (see www.cidb.org.za)	
	The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.	
	Each item of data given below is cross-referenced to the clause marked "F" in the above mentioned Standard Conditions of Tender.	
	Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:	
C.2.1	Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a <i>Grade 3 (R 1 million to R 3 million) (GB) General Building</i> class of construction workwork.	
F.1.1	The employer is the Government of the Republic of South Africa in its Department of the South African Police Service.	
F.1.2	For this contract the single volume approach is adopted.	
	This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 6 of the CIDB's "Standard for Uniformity in Construction Procurement."	
	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents including the fully priced Activity Schedule / Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Department bound up as it was when it was received.	
	The single volume procurement document issued by the employer comprises the following:	
	TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Appendix A - Standard Conditions of Tender	
	Part T2: Returnable documents T2.1- List of returnable documents	
	CONTRACT Part C1: Agreements and contract data C1.1 - Form of offer and acceptance C1.2 - Contract data CONTRACT Continue	

C1.3 - Form of Guarantee

Part C2: Pricing data

C2 - Pricing instructions and Bill of Quantities

Part C3: Scope of work

C3 - Scope of work

Part C4: Occupational Health and Safety

C4 - Occupational Health and Safety Specification

F.1.4	The Employer's agent is:		
	Name: Colonel Mhlongo		
	Capacity:	Departmental Project Manager	
	Address:	SAPS Programme and Project Management	
	Tel:	071 686 0000	
	Fax:		
	E-mail:		
F1.5.2	Insert the following:		
	"tender offers, save for all tenders being non-responsive, re-issue a tender covering"		
F.2.1	For eligibility refer to Notice and Invitation to Tender T1.1		
F.3.11	A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff <i>Applicable</i>		
***	The following tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, are eligible to have their tenders evaluated:		
	designation determ	nave a contractor grading designation equal to or higher than a contractor grading hined in accordance with the sum tendered, or a value determined in accordance with or 25 (7a) of the Construction Industry Development Regulations, for a Grade 3 GB in work.	
	The contractor mu	ust be Tax Compliant in all aspect.	
F.2.7	For particulars rega	arding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1	

F.2.12 If a tenderer wishes to submit an own alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards

·	11.2: TENDER DATA
	and requirements.
	The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
	Alternative tender offer permitted: Yes ☐ No ☒
F.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1
F.2.13.6 F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1
F.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1
F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
F.2.22	Not a requirement.
F.3.4.1 F.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: SAPS Bid Management 117 Cresswell road Silverton
F.3.11.1	Tender's offers will be evaluated in terms of experience and expertise where after the qualifying tender's offers will be evaluated further on: Evaluation Method 2
F.3.11	Scoring Financial Offer:
	Tender offers will be scored using the following formula:
	$N_{FO} = P_m/P \times W_1$
	where $N_{FO}=N_{U}$ = Number of tender evaluation points awarded for the financial offer. $W_1=T_{U}$ = The percentage score given for financial offer as stated in the Notice and Invitation to Tender T1.1 $P_{U}=T_{U}$ = The comparative offer of the most favourable tender offer. $P_{U}=T_{U}$ = The comparative offer of tender offer under consideration.
	Scoring Quality Offer:
	Tender offers will be scored using the following formula:
	$W_Q = W_2 \times S_0 / M_S$
1	where W _Q = Total evaluation points for quality awarded for the quality offer. W _Z = The percentage score given for quality offer as stated in the Notice and Invitation to Tender T1.1 S _Q = The score for quality allocated to the submission under consideration. M _S = The maximum possible score for quality in respect of a submission = 100. Scoring the Financial / Quality combined Offer:
	S = N _{FO+} W _Q (calculated separately for each tender offer)
	The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:
T T T T T T T T T T T T T T T T T T T	$W_C = W_3 (1 + \frac{(S - S_m)}{S_m})$
	 where W₃ = The number of tender evaluation points for quality and financial offer and equals: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 500 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 500 000.
	S = The sum of score for quality and financial offer of the submission under consideration. S _m = Sum of the score for quality and financial offer of the submission scoring the highest number of points.

Scoring for Preferences:

Up to 100 minus W₃ tender evaluation points will be awarded to tenderer who completes the preferencing schedule and who is found to be eligible for the preference claimed.

Points for Direct Preference will be calculated according to the equity ownership of the tender under consideration as a proportion of the percentages stated in the Notice and Invitation to Tender T1.1

By using the following formula for either persons who had no franchise in national elections, women or persons with disabilities:

 $Np = Nop \times Ep/100$

where

Np = Preference points.

Nop =The maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act.

Ep = The percentage of equity for either the groups referred to.

Calculate Total tender Evaluation Points:

The point calculated for price / quality combination will be added to the point scored for preference for each individual tender offer according to the formula:

Total tender evaluation points = Wc + Np

F.3.13.1 Tender offers will only be accepted if:

- (a) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and
- (b) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect; and
- (c) the tenderer is registered on the Central Supplier Database (CSD) prior to the award; and
- (d) the tenderer meet the minimum percentage for local production and content, as specified.
- (e) The tenderer must be Tax Compliant in all aspects.

F.3.18 Provide to the successful tenderer one copy of the signed contract document.

Appendix "A"

C.1 General

C.1.1 Actions

- C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.
- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.
- C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

- C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.



- C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:
- a) conflict of interest means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative** offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if
 - a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

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C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender

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Sear dard Conditions of Tender (2019)

data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

- C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

- C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

- C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
- C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.



C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.



- C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.



C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

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C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

- C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
- C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
 - a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
 - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
 - in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data.

If, as a result a tenderer applies for an extension to the closing time stated in the



Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

- C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

- C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

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C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

- C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
 - a) complies with the requirements of these Conditions of Tender,
 - b) has been properly and fully completed and signed, and
 - c) is responsive to the other requirements of the tender documents.
- C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
 - a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
 - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

- C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
 - a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.



- C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
 - a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement Qualitative interpretation of goal	
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all



	requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that
 he or she possesses the professional and technical qualifications,
 professional and technical competence, financial resources, equipment and
 other physical facilities, managerial capability, reliability, experience and
 reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or subject to legal proceedings in respect of any of the foregoing;



- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

- C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
 - a) addenda issued during the tender period,
 - b) inclusion of some of the returnable documents and
 - c) other revisions agreed between the employer and the successful tenderer.
- C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

APPOINTMENT OF CONTRACTOR FOR SECURITY UPGRADE AT INGOGO POLICE STATION IN KWAZULU NATAL PROVINCE

BID: 19/1/9/1/10TB(23)

PART T 2 RETURNABLE DOCUMENTS

APPOINTMENT OF CONTRACTOR FOR SECURITY UPGRADE AT INGOGO POLICE STATION IN KWAZULU NATAL PROVINCE

T 2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

- Schedules required for tender evaluation purposes
- Resolution of Board of Directors (T2.1.1)
- Schedule of proposed Sub-contractors (T2.1.3)
- Capacity of Tenderer (T2.1.4)
- Preference points in terms of preferential procurement regulations (T2.1.5)
- Record of Addenda to Tender Documents (T2.1.6)
- Compulsory Clarification Meeting Certificate (T2.1.7)
- Declaration of Interest (SBD4)
- Form of Offer and Acceptance (C1.1)
- Contract Data (C1.2)
- Scope of work and Bill of Quantities (C2)

o Other documents required only for tender evaluation purposes

- Active CIDB certificate in the required designation and grading
- Proof of CSD registration of prospective bidders and sub-contractors (if any sub-contractors)
 - Other documents that will be incorporated into the contract
- Form of Offer and Acceptance (C1.1)
- Contract Data (C1.2)
- Scope of work and Bill of Quantities (C2)
- Occupational Health and Safety Specification (C3)

T 2.1.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:								
(leg	ally correct full name and registration nu	mber, if apı	olicable, of the Enterprise)					
Hel	d at		(<i>J</i>	olace)				
			•	•				
	SOLVED that:		-					
1.	The Enterprise submits a Bid / T	he Enterprise submits a Bid / Tender to the South African Police Service in respect of the following project						
2.	(project description as per Bid / Tender Bid / Tender Number: / Tender Document)				_(Bid / Tender Number :	as per Bid		
	*Mr/Mrs/Ms: in *his/her Capacity as: :							
	Name		Capacity		Signature			
1								
2								
3								
4								
5								
6								
7								
2.	This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page		ENTERF	PRISE STAMP				

SAPS:SCM T 2.1.2 Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of							
each partner must be completed and submitted. Section 1: Name of enterprise:							
Section 2: VAT registration number, if any:							
Section 3: CIDB registration number, if any:							
Section 4: CSD number:							
Section 5: Particulars of sole proprietors and partners in partnerships:							
Name*	Identity number*	Personal income tax number*					
* Complete only if sole proprietor or part	nership and attach separate page if mor	e than 3 partners					
Section 6: Particulars of compa	nies and close corporations						
Company registration number:							
Close corporation number:							
Tax reference number:		l l					
Section 7: SBD 4, issued by National Treasury must be completed for each tender and be attached as a tender requirement.							
The undersigned, who warrants that i) authorizes the Employer to veri		on behalf of the enterprise: s from the South African Revenue Services that it is in					
order;		partner, manager, director or other person, who wholly					
or partly exercises, or may exerc	cise, control over the enterprise app inbating of Corrupt Activities Act of 2	ears on the Register of Tender Defaulters established in					
iii) confirms that no partner, membe	r, director or other person, who who	Illy or partly exercises, or may exercise, control over the					
enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have							
no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and							
		nal knowledge and are to the best of my belief both true					
and correct.							
Signed:	Date:						
Initials and Surname: Position:							
Enterprise name:							

T2.1.3: SCHEDULE OF SUB-CONTRACTORS

Project title:	APPOINTMENT OF A CONTRACTOR FOR SECURITY UPGRADE AT INGOGO POLICE STATION IN KWAZULU NATAL PROVINCE
Tende r no :	19/1 /9 /1/10TB (23)

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

We confirm that all Sub-Contractors who are contracted are registered with the necessary Councils and CIDB, in the required designation and grading.

	Name and address of Sub- Contractor	Nature and extent of work	Sub-Contractor's CIDB Designation and Grading (for example: 5CE, 6EB, etc.)
		Description:	
1			
		Value: R	
		Description:	
2			
		Value: R	
		Description:	
3			
		Value: R	
		Description:	
4			
		Value: R	
		Description:	
5			
		Value: R	
		and a grander of the state of t	

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Date

Signature

Name of representative

T2.1.4: CAPACITY OF TENDERER

Project title:	APPOINTMENT OF A CONTRACTOR FOR SEC	TOR FOR SECURITY UPGRADE AT INGOGO POLICE STATION IN KWAZULU NATAL	SE STATION IN KWAZULU NATAL
Tender / quotation no:	19/1/9/1/10TB(23)	Closing date:	2023-07-25 @ 11:00
Advertising date:	2023-06-23	Validity period:	90 days

WORK CAPACITY: (The Tenderer is requested to furnish the following particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)

	***************************************		Add - Add Harrest descriptions and the second secon	The state of the s			
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		masu.					
		**************************************		A self-about the self	and a second		
	ployed	10					
	ployees em	f employees			ana a ana ana ana ana ana ana ana ana a		
	Inskilled em	Categories of employees					
	<u>ח</u>	O					
ueu.)		Number					77 77 77 77 77 77 77 77 77 77 77 77 77
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מ ומווחמו חם				000 TO THE PART OF			
particulars may result in the remuer being disregarded.)	mployed	sans					***************************************
ucular o ma	Skilled artisans employed	Categories of artisans					
Pa Da	Skilled	Catego					

1.1. Provide full particulars of employed personnel that managed similar projects with a similar contract value :

Particulars of person	Project and contract amount responsible for:	Project and contract amount responsible for: Contact person/ reference and telephone numbers

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

2.1. Current projects:

مَ	Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount responsible for	Contract period	Date of commence-ment	Scheduled date of completion
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2.2. Previous projects:

Project	ect	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

2									
ŕ								1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
4									
5									
9									
7									
ω									
6									
5									
	Constitution in the Constitution of the Consti								
	Name of Company			Signature	e		- The Control of the	Date	

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

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T2.1.5 (SBD 6.1)

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:

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min}\right)$$
 or $Ps = 90 \left(1 - \frac{Pt - P \min}{P \min}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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:

$$Ps = 80 \left(1 + \frac{Pt - P max}{P max}\right)$$
 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		05		
disadvantaged on the basis of race with at		:	\times	
least 51% ownership				
Persons historically		05		
disadvantaged on the basis of gender with at				
least 51% ownership				
by women				
Persons with at least		05		
51% ownership who are youth				
Persons historically		05		
disadvantaged by		00		
unfair discrimination on the basis of			\times	
disability with at least				
51% ownership				

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

E)	Non-Profit Company
	State Owned Company
ITICK	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:	

SAPS SCM T2.1.6: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR SECURITY UPGRADE AT INGOGO POLICE STATION IN KWAZULU NATAL PROVINCE
Tender no:	19/1/9/1/10TB(23)

1. If 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

	roject title: APPOINTMENT OF CONTRACTOR FOR SECURITY UPGRADE AT INGOOD POLICE STATION IN KWAZULU NATAL PROVINCE		
Tender no:	19/1/ 9/1/10 TB(23)	***************************************	
Closing date:	2023- 07-25		
This is to certify that I,			
representing the company o	f		
visited the site on: 2023-07	-06 @ 11:00		
certify that I am satisfied with	h the <mark>descripti</mark> on of	the work and explana	the work and the cost thereof. I further tions given at the clarification meeting implied, in the execution of this
L Addition of			
Name of Tenderer / Com	ipany	Signature	Date
<u> </u>	· - ,		
Colonel Maluleka			2023-07-06
Name of SAPS Represen	itative	Signature	Date

BIDDER'S DISCLOSURE

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 institution	State
			and the second three seconds t

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? 2.3.1 If so, furnish particulars: **DECLARATION** 3 the undersianed. ١. (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 A CONTRACTOR FOR SECURITY UPGRADE AT INGOGO POLICE STATION IN KWAZULU NATAL PROVINCE

BID: 19/1/9/1/10TB (23)

PART C

CONTRACT

PART C1
AGREEMENTS AND CONTRACT DATA

C 1.1: FORM OF OFFER AND ACCEPTANCE

Te nder* no: 19/1/9/1/107	⁻ B(23)		
OFFER			
	in the acceptance signature bloc MENT OF A CONTRACTOR FOR OVINCE		
addenda thereto as listed tender. By the representative of acceptance, the Tenderer including compliance with	in the offer signature block, has end in the returnable schedules, and the Tenderer, deemed to be duly offers to perform all of the obligate all its terms and conditions accord with the conditions of contract identifications.	by submitting this offer has authorized, signing this pations and liabilities of the Coing to their true intent and m	art of this form of offer and ontractor under the contract
THE OFFERED TOTAL O	F THE PRICES:		
Rand (in words):			
Rand in figures (excluding VAT)	R		
Rand in figures (inclusive of VAT)	R		
returning one copy of this	d by the Employer by signing the a document to the Tenderer before the becomes the party named as the case.	ne end of the period of valid	ity stated in the tender data,
Signature	Capacity	Name and surname representative	of Date
Name and address of Tenderer:	ıf		
WITNESSED BY:			
		a de la constanta de la consta	
Signature	Name and surnam	e of witness	Date
			51

Tender no: 19/1/9/1/10TB(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

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Detail:

Tender no: 19/1/9/1/10TB(23)

Scl	nedule 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:	

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.

Effective date: JANUARY 2022

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

CONTRACT DATA FOR SECURITY UPGRADE AT INGOGO POLICE STATION: KWA-ZULU NATAL PROVINCE

Tender no:

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.

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.

CONTRACT VARIABLES

THE SCHEDULE

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

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

42.0 Part 1: Contract Data completed by the Employer:

42.1	CONTRACTING AND OTHER PARTIES
42.1.1	Employer:
	Government of the Republic of South Africa in its South African Police Service
	Postal address: Private Bag X254 Pretoria 0001
	Tel: 012 349 6059 Fax: N/A
[1.2]	Physical address: 18 De Havilland Crescent, Persequor Park, Lynnwood, 0020

T 10 1 0		
42.1.2	Principal Agent:	
[1.1, 5.1]	CAPTAIN LWAZI NANI	
	Postal address:	
	Private Bag X254	
	Pretoria	
	0001	
	Tel: 012 845 7000 Fax: 012 845 7000	
	Tel: 012 845 7000 Fax: 012 845 7000	
[1.1]	Representative of the Employer:	
11.73	Col. R.J. Mhlongo	
	Postal address:	
	Private Bag X254	
	Pretoria Pretoria	
	0001	
	T 040 040 0074 0074000000	
	Tel: 012 349 6059 / 071686000 Fax: N/A	
42.1.3	Agent (1)	
[1.1, 5.2]	SAPS	
[1.1, 0.2]		
	Agent's service:	
	N/A	
	Postal address:	
	N/A	
	N/A	
	N/A	
	Tel: N/A Fax: N/A	
42.1.4	Agent (2)	
[1.1, 5.2]	SAPS	
[1.1, 0.2]		
	Agent's service:	
	N/A	
	Postal address:	
	N/A	
	N/A	
	N/A	
	Tel: N/A Fax: N/A	
42.1.5	Agent (3)	
42.1.5 [1.1, 5.2]	SAPS	٠
[1.1, U.2]	JAI 3	
	Agent's service:	
	N/A	
	Postal address:	
1	N/A	
İ	N/A	
	N/A	
}	Tel: N/A Fax: N/A 55	

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1	
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42.1.6 [1.1, 5.2]	Agent (4) SAPS					
	Agent's service:					
	Postal addrėss:			er.		
	N/A N/A					
	Tel: N/A	Fax: N/A			<u></u>	
42.1.7 [1.1, 5.2]	Agent (5) N/A					
	Agent's service: N/A					
	Postal address:					
	N/A N/A					
	Tel: <i>N/A</i>	Fax: N/A	 			
42.1.8 [1.1, 5.2]	Agent (6) N/A					
	Agent's service: N/A					
	Postal address:					
	N/A N/A				and and the	
	Tel: N/A	Fax: N/A	 			
42.1.9 [1.1, 5.2]	Agent (7) N/A					
	Agent's service: N/A					
	Postal address:					
	N/A N/A					
	Tel: N/A	Fax: N/A			•	

42.2	CONTRACT DETAILS
42.2.1	Works description: Refer to document - Scope of Work.
[1.1] 42.2.2	Site description: Refer to document — Site Information.
[1.1]	

42.2.4	Specific options that are applicable to a State organ only
[41.0]	Where so:

[1.1 #] [31.11.2 #] [31.12.2#]	 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.#]	Lateral support insurance to be effected b	y the contractor: Yes ☐ No ⊠			
[31,4.2#]	Payment will be made for materials and go	oods Yes 🛭 No 🗌			
[40.2.2.#]	4) Dispute resolution by litigation	Yes ⊠ No 🗌			
[26.1. 2 #]	5) Extended defects liability period applicable	e to the following elements:			
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site: One (1) working day.				
	For the works as a whole:				
	The date for practical completion shall be (6) i	months from the commencement date and the			
	penalty per calendar day shall be calculated	proportionally on the contract value of each			
	phase of the project.				
	CALCULATION OF PENALTIES PER DAY (EX	CLUDING VAT)			
	CONTRACT PERIOD	RATE FOR R100 OF CONTRACT VALUE			
	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			
4007	3,5 months	9,5 cents			
42.2.7	4 months	8,5 cents			
[24.3.1]	4,5 months	7,5 cents			
[30.1]	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			

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	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
	R0 – R500	Nearest R5
	R501 - R1 000	Nearest R10
	R1001 – R5 000	Nearest R50
	R5 001 and above	Nearest R100
42.2.8	For the works in sections:	
[24.3.1] [28.1]	The date for practical completion calendar day:	from the commencement date and the penalty pe
	Section 1: N/A	
	N/A	
	Section 2: N/A	
	N/A	
	Section 3: N/A	
	N/A	
	Section 4: N/A	
	N/A	
	Section 5: N/A	
	N/A	
	Section 6:	
	IV/A	
42.2.9	N/A	shall be that of the: Republic of South Africa

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42.3	INSURANCES
42.3.1	Contract works insurance to be effected by the contractor
[10.1 #, 10.2 # 12.1 #]	☑ To the minimum value of the contract sum plus 20%
12.1 π	With a deductible not exceeding 10% of each and every claim Or
	☐ For the minimum sum of R ()
	With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1#,	Supplementary insurance is required: Yes
10.2 #, 12.1 #]	To the minimum value of the contract sum plus 10 %
42.3.3	Public liability insurance to be effected by the contractor
[11.1#, 12.1 #]	☐ For the sum of R 5 million
:	With a deductible not exceeding 5% of each and every claim Or
	☐ For the sum of R ()
	With a deductible not exceeding 5% of each and every claim
42.3.4	Support insurance to be effected by the contractor
[11.2 #, 12.1 #]	For the sum of R ()
	With a deductible of R ()

42.4	DOC	CUMENTS		
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge			
42.4.3	Bills	of quantities / Lump sum document	schedule of rates drawn up in ac	cordance with:
	×	Standard System of Measuring Build	ing Work (sixth edition as amend	led)
	Or			
		Standard System of Measuring Build	ing Work for Small or Simple Bui	ldings 1999
	Or			
		Other (specify)		
42.4.5 [3.4]	JBC	C Engineering General Conditions are to	be included in the contract doc	cuments: No
		en en		

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42.4.6 [31.5.3]	The contract value is to be adjusted using CPAP indices: Yes ☐ No ☒
[32.13]	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:
·	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
8.75	2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170
	3) With reference to Work Group 190 a proportion of the value related preliminaries pro- rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries
	 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
	 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
	Alternative Indices: Not Applicable
42.4.7 [3.10]	Details of changes made to the provisions of JBCC standard documentation
[0.10]	Clause
	1.1 COMMENCEMENT DATE – means the date that the agreement , made in terms of the Form of Offer and Acceptance, comes into effect
	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
	CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion
	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
de la	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
	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)
	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

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; 34.4 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

- 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

Page 8 of 15 Version: 1.0 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

- 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 percent (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

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- 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 payment certificate.
- 31.8(B) Where security is a payment reduction in term of 14.7 has been selected the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion
- 31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion
- 31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6
- 31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except were the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**
- 31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."
- 32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the 32.5.4 contractor"

and 32.5.7

- 34.1 Remove #
- 34.2 Add # next to 34.2
- 34.8 The principal agent shall certify one hundred per cent (100%) of the amount of the final account in the final payment certificate
- 34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due"
- 36.1 Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:
- 36.1.3 refuses or neglects to comply strictly with any of the conditions of contract
- 36.1.4 estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
- 36.1.5 in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 36.3 Remove reference to "No clause", and replace "principal agent" with "employer"
- 36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this
- 37.5 agreement either by the employer or the contractor; or for any reason whatsoever,
- and the contractor shall on written instruction, discontinue with the works on a date stated
- 38.7 and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"

	37.3.5 Replace "ninety (90)" with "one hundred and twenty (120) and 38.5.4
	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"
	40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"
受制	40.6 under clause 41 – Remove reference to no clause
	40.7.1 Change "(10)" to "(15)"
	Add the following to the end thereof:
redis	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.

42.0	Part 2: Contract Data provided by the Contractor:	_
42.5	CONTRACT DETAILS	
42.5.1	Contractor:	
	Postal address:	
	Tel: Fax:	
	TAX / VAT Registration No:	
	Physical address:	
## #		
42.5.2	The accepted contract sum inclusive of tax is R	
	Amount in words:	
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate:	
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A Alternative B	_
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A Alternative B	

42.5.7	The security to be provided by the contractor:					
[14]	(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1					
	(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:					
ny.	(1) cash deposit of 10 % of the contract sum (excluding VAT) Yes No					
	(2) variable construction guarantee of 10 % of the contract sum (excluding VAT) Yes \(\text{No} \(\text{U} \)	400.00				
- : 	(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes No					
	(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 No					
	(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 No					
	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.					
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period: From: 15 December to 16 January					
42.6	DOCUMENTS	,]				
42.6.1	Contract documents marked and annexed hereto:					
	Priced bills of quantities: Yes No Document marked as:					
	Lump sum document: Yes No Document marked as:					
	Guarantees: Yes No Document marked as:					
	Contract drawings: Yes No Document marked as:					
	Other documents: Yes No (Attach additional pages if more space is required)					
[

APPOINTMENT OF A CONTRACTOR FOR SECURITY UPGRADE AT INGOGO POLICE STATION IN KWAZULU NATAL PROVINCE

BID: 19/1/9/1/10TB(23)

PART C

CONTRACT

PART C.2.

SCOPE OF WORK AND BILLS OF QUANTITIES



SCOPE OF WORK FOR SECURITY UPGRADE AT INGOGO POLICE STATION (KWAZULU-NATAL)

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

SCOPE OF WORK FOR SECURITY UPGRADE AT INGOGO POLICE STATION: KWAZULU-NATAL PROVINCE

DEFINITIONS AND ABBREVIATIONS

- "Agreement" means this document and the annexures listed in the s "Agreement" means this document and the annexures listed in the schedule which together form the agreement between the Client and the Lead consultant.
- "Architect" means a person registered in terms of the Architectural Profession Act, Act No. 44 of 2000, under a specific category of registration, or the architectural professional's practice constituted as a legal persona appointed to provide the architectural service for the project.
- "Board Notice" refers to the professional fees guidelines published by various built environment statutory professional bodies in the government gazette, at the end of a calendar year, to be applicable to the following calendar year.
- "Budget" means the anticipated cost of the project and/or works, provided that estimates on which the budget is based shall be deemed to be valid.
- "Building contract," means the JBCC 'Principal Building Agreement' (PBA) or such other building agreement entered into between the client and the contractor.
- "Built Environment" refers to the functional area in which registered persons practice. The built environment includes all structures that are planned and /or erected above or underground, as well as the land utilized for the purpose and supporting infrastructure.
- "Client" means the party appointing the Lead Consultant to perform the services or any part thereof referred to in this document.
- "Client Representative" means the client designated representative mandated to act on behalf of the client and who shall be available at all reasonable times.
- "Civil Engineer" means a professional Civil Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- "The Council" means the Council for the Built Environment established under section 2 of the Council for the Built Environment Act, 2000 (Act No 43 of 2000)
- "Construction Health and Safety Agent" means any competent person who acts as a representative for the client in managing health and safety on a construction project for the

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client and who has satisfied the registration criteria of the SACPCMP in terms of Section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000).

"Construction Management" is the management of the physical construction process within the Built Environment and includes the co-ordination, administration, and management of resources. The Construction Manager is the one point of responsibility in this regard.

"Construction Project Management" is the management of projects within the Built Environment from conception to completion, including management of related professional services. The Construction Project Manager is the one point of responsibility in this regard

"Construction Project Manager" means a Professional Construction Project Manager registered in terms of the Project and Construction Profession Act, 2000 (Act No. 48 of 2000).

"Construction monitoring," means the process of administering the construction contract and over-seeing and/or inspecting the works, to the extent of the professional consultant's engagement, for the purpose of verification that the works are being completed in accordance with the requirements of the contract that the designs are being correctly interpreted and that appropriate construction techniques are being utilized.

"Construction Programme" is the programme for the works indicating the logic sequence and duration of all activities to be completed by the contractors, subcontractors, and suppliers, in appropriate detail, for the monitoring of progress of the works.

"Consultant" means a professional person/s or entity/entities appointed by the client to provide services in respect to the project.

"Contract programme" is the construction programme for the works agreed between the contractor and the Principal Agent.

"Contractor" means the entity or entities entering into the building contract for the execution of the works or part thereof.

"Contingency fund / Budget reserve" Budget within the cost baseline or performance measurement baseline that is allocated for identified risks that are accepted and for which contingent or mitigating responses are developed.

"Documentation programme" is schedule prepared by the Principal Consultant and agreed to

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by other consultants indicating the timeous provision of all necessary design documentation required by the contractors and subcontractors for the construction of the works.

"Electrical Engineer" means a Professional Electrical Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

"Fees and/or tariff of fees" means payment made to a consultant in exchange for advice or services.

"Mechanical Engineer" means a Professional Mechanical Engineer registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

"Principal" means the proprietor, partner, director or member who bears the risks of the practice and takes full responsibility for the potential liabilities of the practice.

"Principal Agent" means the person appointed and authorized to fulfill the obligations of the principal agent in the agreed form of JBCC building contract.

"Principal Consultant" means the person or entity appointed by the client to manage and administer the services of all other consultants.

"Provisional sum" means an amount included in the contract sum for the supply and installation of work by a subcontractor.

"Project" means the total development as defined on the scope of works by the client, including the professional services.

"Project Initiation Programme" is the programme devised by the Lead Consultant in consultation with their sub consultants and the client defining all the work necessary to be completed prior to commencement of work by the contractors.

"Quantity Surveyor" means a Professional Quantity Surveyor registered in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000)

"Specialist" means a built environment professional highly skilled in a specific and restricted field.

"Structural Engineer" means a Professional Structural Engineerregistered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000)

"Works" means all work executed or intended to be executed in accordance with the building contract.

chedule which together form the agreement between the Client and the Lead consultant.

"CSC" means a Community Service Centre

"SABS" means the South African Bureau of Standards

"SANS" means the South African National Standards

"SAPS" means the South African Police Service

ARCHITECTURAL SCOPE

1. DESCRIPTION OF SERVICES (INTENT)

The works shall be done as per drawings, annexures, and 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, verify the existing site conditions to verify 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 a product is to be presented to the architect /construction 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.

2. SCOPE OF WORKS

The general scope of work can be summarized as follows:

- Remove all the existing dilapidated mesh fence and steel posts (303m)
- Remove 2 existing dilapidated vehicular entrance swing gates and pedestrian swing gate
- Supply and install new vehicle access gate
- Supply and install self-closure and lock system on the pedestrian gate at the entrance.
- Construct new boundary wall (190m).
- Supply and install new perimeter fence, street facing boundary (113 m).

- Supply and install new burglar proofing on all windows.
- Supply and install new security gates on external doors.
- Supply and install burglar proofing at the strong room door
- Supply and install high tensile metal mesh screen at the strong room
- Supply and install aluminium door with one way tint safety glass at the Community Service
 Centre (CSC)
- Supply and install new intercom system at the CSC.

3. PERIMETER FENCING/GATE

External clear zones

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The site shall be cleared for a width of 1 000mm of all rubble, stone, trees, shrubs and plant growth where the fencing and flat razor wire is to be installed. 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.

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 Representative/ Agent.

The Contractor shall notify the Representative/ Agent 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 Representative/ Agent he 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

3.1 Existing mesh wire fence

3.1.1 Existing mesh wire fence and steel poles to be removed. The total length is approximately 303m.

3.2 New boundary wall perimeter fence - Boundaries to adjacent sites

- 3.2.1 Construct new boundary wall. The total length is approximately 190m. Refer to Annexure4 for boundary wall detail.
 - Minimum brick specification: Face brick with satin finish manufactured from burnt clay in terracotta colour 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, providing brick force every fourth brick course.
 - The Foundation wall is to be a minimum of 340mm deep with a reinforced concrete footings as specified by a registered **Structural Engineer**.
 - The perimeter wall must be as per the architect's detail design with lateral support columns and expansion joints, all in compliance with the minimum standards and regulation of *SANS*10400, part: K, table 17.
 - Supply and install 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 the roller course. Provide a minimum 600mm high galvanized
 high tensile steel flat wrap razor wire on top of the wall to achieve a minimum total height
 of 3000mm.
 - Supply and install a minimum of 50mmØ uPVC weep holes spaced a maximum of 600mm
 c/c to the bottom of the wall to accommodate storm water flow-off where applicable.
 - In-situ concrete foundations as specified by a registered Structural Engineer.



3.3 New perimeter fence - Around street boundaries at the entrance to CSC

 Supply and install new perimeter fence. The total length is approximately 113m. Refer to Annexure 12 for perimeter fence detail

3.3.1 Brick wall

- Minimum brick specification: Face brick with satin finish manufactured from burnt clay in terracotta colour or similar approved to match and tie in with existing structures.
- The Foundation wall is to be a minimum of 340mm deep with a reinforced concrete footings as specified by a registered Structural Engineer.
- Wall to be built in between mild steel posts used for the fence spaced 3390mm c/c. Posts
 to be built into concrete foundation, 600mm deep. The post is to be 3000mm above natural
 ground level. Spacing of posts as per manufacturer's specifications.
- 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, supply and install brick force in every brick course.
- The fence and support post to be built flush with the external face of the wall, the wall must not have a foothold to the street/ public side. Refer to Annexure 12 for a detailed drawing.
- Supply and install a minimum of 50mmØ uPVC weep holes spaced a maximum of 600mm
 c/c to the bottom of the wall to accommodate storm water flow-off where applicable.
- In-situ concrete foundations as specified by a registered Structural Engineer.
- The perimeter wall must be as per the architect's design with lateral support columns and expansion joints, all in compliance with the minimum standards and regulation of SANS10400, part: K, table 17.
- Allow 600mm for vegetation internally along the front perimeter wall for the total length of the wall of 190 000mm (190m).

3.3.2 Fence

 Supply and install 1800mm (h) x 3305mm (w) double skin fencing panel consisting of carbon hardened galvanised steel mesh panels, support posts with security spikes and flat wrap razor wire on top. Mesh to be installed above the wall.

- 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 a depth of 85mm. The post shall include a locking recess mechanism to secure the panel. Post to be space 3390mm c/c.
- The fence and support post to be built flush with the external face of the wall, the wall must not have a foothold to the street/ public side. Refer to Annexure 12 for a detailed drawing.
- The fence panel to have 70° flanges along the sides, 90° flanges along the top, and 30° flanges 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 topcoat finish of marine fusion bond coat in dove grey colour or as per approved colour.
- Mesh strands to be 3mm diameter minimum, cut resistant, and with an aperture not exceeding 12 x 12mm.
- Supply and install 100mm electro-galvanized, 2mm thick, toughened steel spikes on top of the fence.
- Supply and install a minimum 600mm high galvanized high tensile steel flat wrap razor wire
 on top of the fence to achieve a minimum total height of 3000mm.

3.4 Signage wall (See Annexure 8)

- Minimum brick specification: Face brick with satin finish manufactured from burnt clay in terracotta colour or similar approved to match and tie in with existing structures.
- Provide a 2465mm (h) x 4000mm (w) face brick wall built-in stretcher bond with recessed mortar joints, providing brick force every fourth brick course.
- The Foundation wall is to be a minimum of 340mm deep with a reinforced concrete footing as specified by a registered Structural Engineer.
- The perimeter wall must be as per the architect's design with lateral support columns and expansion joints, all in compliance with the minimum standards and regulation of SANS10400, part: K, table 17.

- Supply and install 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 the roller course. Provide a minimum 600mm high galvanized
 high tensile steel flat wrap razor wire on top of the wall to achieve a minimum total height
 of 3000mm.
- Supply and install a minimum of 50mmØ *uPVC* weep holes spaced a maximum of 600mm c/c to the bottom of the wall to accommodate storm water flow-off where applicable.

In-situ concrete foundations as specified by a registered Structural Engineer

The products specified must be manufactured and installed in accordance with the manufacturer's specifications and should carry at least a SABS or higher standards certificate

4. SECURITY ACCESS GATES

4.1 Existing gate

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4.1.1 Remove two 5000mm (w) x 1800mm (h) existing dilapidated vehicular entrance swing gates and a 1200mm (w) x 1800mm (h) existing pedestrian swing gate.

4.2 New vehicle access gate (See Annexure 9)

4.2.1 Supply and install new vehicle access gate 5000mm x 2400mm High motorised sliding gate.

The access gate to be manufactured from high tensile steel, same material used for perimeter fencing on the street boundaries. The gate must be lockable with a heavy duty padlock from inside of the premises. Heavy load gate rollers with bearings and spring support to be used.

The gate to be fitted with 80mm ø industrial type V-wheels. Addition wheels to be fitted to gate when exceeding the gate weight of 1100kg. The track for the gate shall consist of 152 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 20 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 20mmØ 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 motor.

4.2.2 **Sliding gate motor**: shall be an industrial type motor with capacity to withhold the weight of 1000kg gate with 750 opening and closing cycles with battery backup. Provide a 220mm face brick 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** Vehicle Access Gate detail. A combination of access controlled booms and spikes must be installed at the vehicle entrances.

4.3 New Pedestrian Entrance Gates (x2)

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- 4.3.1 The access gates 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 controlled from the CSC 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 and shall be controlled from the CSC by means of an intercom system.
- 4.3.2 **Intercom system** shall be an industrial/ robust type system with a brushed aluminium casing, the system shall consist of the following:
 - One way camera control from the CSC. The external unit shall have a camera fitted within the unit with a *LCD* screen at the CSC for visual identification.
 - 2 Way voice communication.
 - Control unit to be installed in the CSC.
 - Control unit at the CSC to have expandable function to operate motorized gate together with the pedestrian gate.
 - The intercom unit at the pedestrian gate shall have a call button with voice communication abilities to the CSC.

5. BURGLAR PROOFING

CSC BUILDING & ADMINISTRATION BUILDING (See Annexure 10)

- **5.1** All windows at a police station must be fitted with high-quality burglar proofing. The burglar proofing is to be installed to the inside of the building, inside the opening of the window. The burglar proofing to consist of the following:
 - 30 x 6mm Mild steel flat bar frame.
 - 12mmØ Mild steel round bar welded to frame in a vertical position spaced maximum
 100mm c/c.
 - Vertical round bars to be supported with 30 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 maximum every 1000mm in height. 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 bolts spaced a maximum of every 300mm c/c.
 - The horizontal frame is to be fixed to the wall with bolts spaced a maximum of every 350mm c/c.

WINDOW	TYPE	SIZE (height x width)	QUANTITY	LOCATION
NO.				
01	Steel Frame	1200mm x 1450mm	04	Administration Building
02	Steel Frame	1200mm x 1000mm	01	Administration Building
03	Steel Frame	900mm x 1500mm	01	Administration Building
04	Steel Frame	1200mm x 2000mm	02	Administration Building
05	Steel Frame	950mm x 1000mm	01	Administration Building
06	Steel Frame	1570mm x 1540mm	01	Administration Building



07	Steel Frame	700mm x 1550mm	01	Administration Building
08	Steel Frame	700mm x 600mm	02	Administration Building
09	Steel Frame	1250mm x 1550mm	06	CSC Building
10	Steel Frame	2500mm x 970mm	02	CSC Building
11	Steel Frame	700mm x 990mm	01	CSC Building
12	Steel Frame	660mm x 530mm	02	CSC Building

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.

6. ACCESS DOORS AND GATES

6.1 Entrances/ exits in and around SAPS buildings

External gates

- All external gates leading to and from the CSC and around the rest of the surrounding buildings
 must be fitted with a high quality cylinder lockset with biometric access control.
- Provide 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 gates with biometric access control to be covered with CCTV camera to control and monitor persons entering and exiting SAPS premises.
- 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.

Community Service Centre (CSC) entrance/ exit door

The entrance/ exit to the CSC must be secured to the following minimum specifications:

 The entrance to the CSC must consist of an aluminium single leaf swing door with glazing panels and high security cylinder lock.

- Manufacturer to supply design of doors for approval before installation.
- Aluminium glass doors must be in compliance with SANS 1263:2006 part 1 (Human Impact) and fitted with a minimum 5 lever, double cylinder lockset for manual locking abilities.
- The said entrance must consist of one way glass to prevent people from identifying police officials on the inside during night time.
- The entrance to the operational area behind the service counter in the CSC must be controlled with physical security barriers.
- The foyer and counter area must be monitored with CCTV cameras.
- The entrance/ exit door to the CSC must be included in the SOP determining under which emergency situation it can be closed off.

DOOR NO.	TYPE	SIZE (height x width)	QUANTITY	LOCATION
01	Opening	2100mm x 3400mm	01	CSC Building(Entrance Verandah)
02	Opening	2100mm x 1200mm	01	CSC Building (Porch)
03	Timber Door	2100mm x 900mm	02	Administration Building
04	Timber Door	2100mm x 900mm	01	Administration Building (Strong Room)

The burglar proofing must comply with the SANS 10400 regulations. All exposed metal in inland areas must be treated against rust, apply primer coat and final coat/s before installation. The architect to match the existing colour scheme used at the police station.

Exposed metal at coastal and high humidity areas must receive hot-dip galvanized treatment, primer coat, and final coat/s before installation.

7. HIGH TENSILE MESH SCREEN (STRONG ROOM)

- Supply and install the approved type of high tensile metal mesh screen of 2500mm x
 3800mm to be installed above the existing ceiling.
- Screenex Galvanised or Betafence 358 Double skin Zincalu Steel mesh or similar & approved laid into 50mm x50mm x 5mm angle iron frames in units 1020 mm wide x 2500 mm maximum long into pattern as indicated on the drawing. (POL2012G1)
- Mesh welded into frame and sandwiched between second frames. 40x40x3 mm angle welded to mesh and main frame. Frames exceeding 1800 mm in length to have an additional 40x40x3 mm angle T-support placed and welded centrally onto the mesh.

All steel to be hot dipped galvanised and welding spots to be finished with cold galvanising on site

8. DRAWINGS

The Provisional bills of Quantities are based on the following drawings which are included for tender purposes:

ATTACHED DRAWINGS

Sheet 1	Site Plan			
Sheet 2	Window & Door Schedule & Existing Entrance Gate Sketch			
Sheet 3	Overhead Security Grill (pol2012g1) to be installed in the Strong			
	Room			
Annexure 4	Boundary wall Detail			
Annexure 8	Signage Wall Detail			
Annexure 9	Vehicle Access Gate/Pedestrian gate same spec			
Annexure 10	Burglar proofing Detail			
Annexure 12	Perimeter Fence Detail (Street facing boundary)			

9. 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.

10. WORKMANSHIP

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

11. MATERIAL AND EQUIPMENT DATA SHEET

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

12. OCCUPATIONAL HEALTH AND SAFETY

- The contractor is responsible and shall continue to manage and implement health and safety measures throughout the project in regards to OHS Act 1993 and all applicable regulations.
- The contractor is to prepare and submit occupational health and safety file with a safety plan for approval.
- 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 noncompliant manner.
- The contractor shall supply all the Personal Protective Equipment (PPE) for the workers as
 per the site requirement and the OHS Act and construction regulation 2014. 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.

13. 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.

14. LEGISLATION AND APPROVALS:

- All building work 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 AND BOQ.

CIVIL AND STRUCTURAL

SCOPE OF THE WORKS

- 2. The civil/structural scope for the proposed security upgrades at the police station includes:
 - Construction of a new perimeter masonry wall around the perimeter of the police station.
 - A concrete approach slab at the proposed new gate of the police station entrance.

EXTENT OF THE WORKS

2.1 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.

2.2 Perimeter fence

2.2.1 Removal of Existing Perimeter fence

 Remove and discard existing perimeter fence, complete with all support columns and their bases.

2.2.2 Construction of new Perimeter fence (Drawing Annexure 4)

- Set out the fence set out points and required levels for the strip foundation.
- Excavate to required levels, 750 mm below natural ground level (NGL), including compaction of insitu material to accommodate new foundation.
- Cast 15MPa 50mm thick concrete blinding layer.
- 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. Maintain the prescribed height above natural ground level, stepping it where applicable.
- 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 drawings Annexure
 4.
- Grade surrounding area to ensure effective drainage away from the boundary wall.

2.2.3 Construction of new Perimeter fence (Double skin fencing panel-Drawing Annexure 12)

- 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. Maintain the prescribed height above natural ground level, stepping it where applicable.
- 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.
- Grade surrounding area to ensure effective drainage away from the boundary wall.

2.2.4 Approach Slab at Entrance

 Cast 25MPa 200mm reinforced approach slab with 50mm reinforcement cover and reinforced at the top with Mesh Wire Ref 395. The approach slab to lay to slopes to tie in with the main road on the outside and with the existing slab on the inside. Provide a 200mm x 200mm wide edge thickening at the approach end of the slab.

2.2.5 Vehicle Access gate: Foundations

- Set out points to required levels and position to make allowance for the construction of the sliding gate foundation.
- Excavate to required levels, 300mm below finished road level, including compaction of insitu material to accommodate new foundation.
- Cast 15MPa 50mm thick concrete blinding layer for foundations.
- Place 152x152x23 Mild steel H-Section (See architectural drawing Annexure 9) welded to lugs and cast into 25MPa 300mm x 300mm unreinforced concrete foundation.

ELECTRICAL SCOPE OF WORKS

3.0 SCOPE OF WORKS

The works comprises of supply, installation, testing and commissioning of Perimeter Lighting and Video Intercom System at Ingogo Police Station. The Contractor will provide all equipment labour, material, and transportation to supply, installation, testing and commissioning of the Intercom System and Perimeter Lights including all components and sundries, tests, etc. required to bring the installations to the working order intended, compliance and guarantee at Ingogo Police Station.

- Supply and installation of Video Intercom System at Pedestrian entrance gate.
- · Supply and installation of Electric Lock (Magnetic Lock) at Pedestrian entrance gate
- Supply and installation of Gate Spring Closer Adjustable Tensioner 200mm
- Supply and installation of Perimeter light: LED Post Top Lights.
- Supply and installation of Galvanize Pole Lights: 3.6m Height
- Supply and installation of Wall Mount Bracket for SAPS blue light.
- · Supply and installation of new cable to supply new motorise gate.
- Supply and installation of new suffix cable (2.5 mm²) for Light fittings.
- Supply and installation of an armored cable, low voltage, 3 core PVC/SWA (2.5 mm²) for Perimeter Lights.

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

3.1 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

PART C 2: ELECTRICAL SCOPE OF WORKS FOR PERIMETER LIGHTING AND INTERCOM SYSYTEM

- 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, handing 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
- SANS 1029: Miniature substations for rated ac voltages up to and including 24kV
- SANS 10225: The design and construction of lighting masts
- SANS 62031: LED modules for general lighting Safety Specifications
- SANS 60598: Luminaires Part 1: General requirements and tests
- SANS 10400: The application of the National Building Regulations.
- South African Occupational Health and Safety Act (Act 85 of 1993).

3.2 VIDEO INTERCOM SYSTEM

3.2.1. General

The contractor shall supply, install, test and commission a modern Electronic Open Voice Video Entry Phone System of an approved manufacturer and design to facilitate audio-visual communication between CSC building and pedestrian gate entrance. The contractor shall submit a complete proposal with schematic drawings, list of materials and original detailed catalogues of the equipment for SAPS Project Managers approval before starting the work. The video entry phone system shall be suitable for visual monitoring of the gate entrance lobby and half duplex voice communication between CSC building and the main panel.

3.3. System equipment

The system shall consist of, but not necessarily be limited to the following:

- · Video intercom entrance panel shall have push buttons to initiate calls to CSC Building.
- The panel shall have incorporated Color CCD camera with speech unit.
- 4" LCD Colour Display monitor unit in the CSC Building.
- Sufficient power supply units, signal distribution boxes, video cables and all necessary accessories.

3.4. Equipment & specifications

3.4.1. Entrance panel:

- Entrance Panel shall be wall-mounted in extruded aluminum with a special paint finish, chosen for its resistance to atmospheric agents and copolymers with optimal technical properties in extruded aluminum with a special paint finish, chosen for its resistance to atmospheric agents and copolymers with optimal technical properties.
- The panel extension modules shall be paint-finished aluminum and copolymer.
- Each panel modules shall have illuminated key-buttons with name tags for calling each apartments.
- Panel shall have beep sound to confirm call.

3.4.2. Video Camera:

- Built-in 1/4" Colour CCD (Charge Coupled Device) Camera with the following characteristics: -
- Standard CCIR 625 lines, 50 half field/sec, 1 Vpp on 75 Ohm coaxial cable
- 3mm Lens
- With infrared LED at maximum distance of 50 cm.
- Supply: 12V DC
- The lens shall be adjusted vertically, manually

Horizontal Frequency: 15625 Hz

Vertical Frequency: 50Hz

- Definition of image center: 330 horizontal lines, 400 vertical lines.
- Automatic Linear brightness control.
- Operating Temperature -10° C. to +50° C.

3.4.3. Monitors:

- Flush mounted type in Slim-profile thermoplastic housing.
- Two-Channel open voice System.
- Tilt adjustable for optimum positioning of the image at all times.
- Monitor shall have 4" LCD Colour Display.
- Monitors shall be provided with the following:
- Front-mounted controls for Brightness, Ringtone Volume, Ringtone Type & Emp; Audio Volume.
- 4 Push-Buttons for the Door Lock release, Listen and two auxiliary functions.
- Loudspeaker for Electronic Call-Tones.
- Separate LEDs to indicate Door Open function and Ringtone Dialed.

3.4.4. Power supply units:

- Basic power supply units 60VA, 15W, shall be in ABS case.
- Power supply units shall operate on 240 V, 50Hz with low-voltage output for feeding the Monitors along with the camera and video-signal Distributors.
- All outputs shall be stabilized and protected against short-circuits with PTC against short
 Circuits and temperature variations
- Call inhibiting circuit when system is in use.
- Timed lock-release control, and automatic disconnection device of monitor previously activated.

