

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER**

**BID NUMBER: JW CHR 002/24**

**CLOSING DATE 03 APRIL 2025**

**CLOSING TIME: 10:30 AM**

**DESCRIPTION: PROVISION OF SPECIALISED TACTICAL RESPONSE SERVICE, ARMoured VEHICLE, ESCORT SERVICES, CROWD CONTROL AND CLOSE PROTECTION SERVICES AS AND WHEN REQUIRED AS WELL AS AD- HOC SERVICES FOR THE PERIOD OF 36 MONTHS.**

<b>BRIEFING SESSION</b>	<b>COMPULSORY: YES</b>
<b>BRIEFING DETAILS</b>	<p><b>DATE AND TIME 06 MARCH 2025 AT 11:00 AM</b></p> <p><b>ADDRESS : TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001</b></p> <p><b>VENUE : AUDITORIUM</b></p> <p><b>TENDERS RECEIVED FROM NON-ATTENDED BIDDERS OF A COMPULSORY BRIEFING SESSION WILL BE DISQUALIFIED</b></p>
<b>TENDER SUBMISSION DETAILS</b>	<p><b>BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER</b></p> <p><b>ADDRESS : TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001</b></p> <p><b>PLEASE ALLOW SUFFICIENT TIME TO ACCESS THE JOHANNESBURG WATER OFFICE IN TURBINE HALL AND DEPOSIT YOUR TENDER DOCUMENT IN THE JOHANNESBURG WATER TENDER BOX SITUATED AT RECEPTION BEFORE THE TENDER CLOSING DATE AND TIME.</b></p> <p><b>TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00AM UNTIL 18:00PM</b></p>

<b>BIDDER INFORMATION</b>				
<b>NAME OF BIDDER</b>				
<b>NO. OF DOCUMENTS</b>				
<b>PHYSICAL ADDRESS</b>				
<b>TELEPHONE NUMBER</b>				
<b>CELLPHONE NUMBER</b>				
<b>E-MAIL ADDRESS</b>				
<b>VAT REGISTRATION NUMBER</b>				
<b>TAX COMPLIANCE STATUS</b>	<b>TCS PIN</b>		<b>MAAA No</b>	
<b>OTHER STATUS</b>	<b>COIDA No.</b>		<b>CIDB No</b>	<b>N/A</b>

<b>EMPLOYER INFORMATION</b>			
<b>DEPARTMENT</b>	<b>HUMAN RESOURCE AND CORPORATE SERVICES</b>	<b>DEPARTMENT</b>	<b>SCM</b>
<b>CONTACT PERSON</b>	<b>SEEMELA MASHEGO</b>	<b>CONTACT PERSON</b>	<b>NTHABISENG MORE</b>
<b>TELEPHONE NUMBER</b>	<b>011 688 1821</b>	<b>TELEPHONE NUMBER</b>	<b>011 688 1512</b>
<b>E-MAIL ADDRESS</b>	<a href="mailto:Seemela.mashego@jwater.co.za">Seemela.mashego@jwater.co.za</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:Nthabiseng.more@jwater.co.za">Nthabiseng.more@jwater.co.za</a>

**NOTE:** DOCUMENTS MAY BE DOWNLOADED FROM THE JOHANNESBURG WATER WEBSITE AND ETENDER PORTAL AT NO COST BUT MUST COMPLY WITH SUBMISSION REQUIREMENTS.

WITHOUT LIMITATION, JOHANNESBURG WATER TAKES NO RESPONSIBILITY FOR ANY DELAYS IN ANY COURIER OR POSTAL SYSTEM OR ANY LOGISTICAL DELAYS WITHIN THE PREMISES OF JOHANNESBURG WATER. JOHANNESBURG WATER LIKEWISE TAKES NO RESPONSIBILITY FOR TENDER OFFERS DELIVERED TO A LOCATION OTHER THAN THE TENDER BOX AS PER THE TENDER SUBMISSION DETAILS STATED IN THE TENDER DOCUMENT. PROOF OF POSTING OR OF COURIER DELIVERY WILL NOT BE TAKEN BY JOHANNESBURG WATER AS PROOF OF DELIVERY. TENDER SUBMISSION DOCUMENTS MUST BE IN THE TENDER BOX BEFORE TENDER CLOSURE.

THE TENDERER IS ENCOURAGED TO SIGN THE TENDER SUBMISSION REGISTER WHEN SUBMITTING THEIR TENDERS.

PLEASE ENSURE YOU SUBMIT 1 x ORIGINAL TENDER HARD DOCUMENT  
(ALSO PROVIDE AN ELECTRONIC COPY IN A MEMORY STICK/USB).

Any documents required that are not submitted in the tender box at the deadline will be considered late.

The tenderer accepts that Johannesburg Water will not take responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

NAME OF CONTACT PERSON: .....

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

NO	DESCRIPTION	PAGE
1.	Tender Notice and Invitation to Tender .....	4
2.	Documents and Information That will Form Part of The Contract.....	5
3.	Certificate of Authority .....	9
4.	Acknowledgement of Bid Conditions .....	14
5.	Invitation to Bid .....	18
6.	Pricing Schedule – Firm Prices MBD 3.1.....	20
7.	Declaration For Procurement Above R10 Million (VAT included) MBD 5.....	24
8.	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 – Reg 3(2) .....	26
9.	Declaration of bidder's Past Supply Chain Management Practices MBD 8 .....	31
10.	Certificate of Independent Bid Determination MBD 9 .....	33
11.	Proof of Good Standing With Regards to Municipal Account .....	36
12.	Record of Addenda.....	37
13.	Scope of Work .....	38
14.	Evaluation .....	66
15.	Pricing Instructions.....	85
16.	Pricing Schedule.....	87
17.	Contactable Reference Letter .....	104
18.	Curriculum Vitae .....	109
19.	Special Conditions .....	113
20.	General Conditions of Contract .....	122
21.	Banking Details for Electronic Funds Transfer .....	132
22.	JW POPIA Privacy Statement. ....	133

**1. Tender Notice and Invitation to Tender**

Johannesburg Water (SOC) Ltd invites the tenderer for the following:

**CONTRACT NO. JW CHR 002/24 PROVISION OF SPECIALISED TACTICAL RESPONSE SERVICE, AMOURED VEHICLE, ESCORT SERVICES, CROWD CONTROL AND CLOSE PROTECTION SERVICES AS AND WHEN REQUIRED AS WELL AS AD- HOC SERVICES FOR THE PERIOD OF 36 MONTHS.**

The tender document will be available in the form of a download from the Johannesburg Water website ([www.johannesburgwater.co.za /supply chain/tenders](http://www.johannesburgwater.co.za /supply chain/tenders)) starting from **25 FEBRUARY 2025**

The Employer is Johannesburg Water.

All tenders and supporting documents must be sealed and be placed in the Tender box on the ground floor of the Johannesburg Water by no later than 10:30 am on **03 APRIL 2025**

Address is as follows:

**TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001**

Johannesburg Water (SOC) Ltd is not obliged to accept the lowest or any tender and Johannesburg Water reserves to appoint:

- a) in whole or in part.
- b) to more than one tenderer.
- c) to the highest points scoring bidder.
- d) to the lowest acceptable tender or highest acceptable tender in terms of the point scoring system.
- e) to a bidder not scoring the highest points (based on objective grounds in terms of section 2 (1) (f) of the PPPFA) (where applicable).
- f) not to consider any bid with justifiable reasons.

A valid and binding contract with the successful tender/s will be concluded once Johannesburg Water has awarded the contract. Johannesburg Water (SOC) Ltd and the successful tenderer/s will sign the Letter of Award which together with the submitted tender document will form the contract.

## CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

### 2. Documents and Information That will Form Part of The Contract

The Tenderer is to indicate in the “Submitted (Yes/No)” column in the below table that they have completed the required section of the tender document. Completion of this checklist will assist the Tenderer in ensuring that they have attended to all the required items for submission with this tender. Additionally, it is an absolute requirement that tenderers comply with National Treasury’s CSD registration as well as SARS tax compliance requirements for contract award. The below will form part of the tender document, the tenderers are therefore encouraged to submit the returnable and or documentation with their tender offer to avoid elimination especially with regards to what is stated in the Required for Tender Evaluation column or not obtaining points for Specific Goals. Tenderers are encouraged to ensure that their Tax status remains Tax Compliant on CSD throughout the process to avoid delaying the process or being eliminated at award stage.

All documentation and information listed in the Checklist below shall form part of the Contract.

Table 1

No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
1.	<b>Tender Cover:</b>				
	Name of Tender	•			
	Contact Person	•			
	Telephone Number	•			
	Central Supplier Database Registration	•	•		
	COIDA Registration Number			•	
	Tax SARS PIN No.	•	•		
	MAAA No. for Tax Compliant Status		•		
2.	<b>Mandatory Documents at Particular Stage:</b>				
	Compulsory briefing session	•			
	Signed and Completed Pricing Schedule as per award and or allocation strategy	•			
	PSIRA Registration Valid Certified company PSIRA registration certificate to be provided by the tenderer	•			
	Control Room operating on 24-hours basis daily. Tenderer to provide proof of address confirming existence of such facility (Lease agreement or proof of ownership documents to be submitted).	•			
	A copy of valid letter of Good Standing from PSIRA	•			
	Certified copy of company firearm licenses Contractor to submit stamped list from SAPS Central Firearm Database Register	•			
	Contractor to submit ICASA Frequency Communication License under the name of the company or a letter of lease agreement from reputable supplier with the name of the company	•			
	Contractor to submit proof of ownership of operational patrol vehicles Proof of ownership should be in form of vehicle licenses in the name of the company if applicable.	•			

### CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	Proof of vehicle finance from respective financial service providers if applicable	•			
	Bidders must submit stamped Bank Rating letter from credible Banking Institution to justify credit risk, required Grade A, Grade B	•			
<b>3.</b>	<b>Administrative Documentation:</b>				
	Signed Certificate of Authority to Sign or Board Resolution granting authority to sign.	•			
	Signed Acknowledgement of Tender Conditions	•	•		
	MBD 1 - Invitation to Bid - Completed and signed	•	•		
	MBD 4 - Declaration of interest - Completed and signed	•	•		
	MBD 5 - Declaration for procurement above R10 Million (all applicable taxes included) Completed and signed.	•	•		
	MBD 6.1 - Preference Points Schedule – Specific Goals and Price Points - Completed and signed.	•			
	MBD 8 - Bidder's past supply chain management practices – Completed and signed.	•	•		
	MBD 9 - Certificate of Independent Bid Determination – Completed and signed.	•	•		
	Municipal Rates and Taxes for the Tenderer - Current municipal rates for the entity not older than 90 days (if leasing/renting, submitted proof such as lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality. OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases where the submitted municipal statement or lease agreement is not in the name of the tenderer. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted.	•	•		
	Municipal Rates and Taxes - Current municipal rates for the directors of the entity not older than 90 days (if leasing/renting, submitted proof such of lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality. OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases where the submitted municipal statement or lease agreement is not in the name of the director. Please refer to Proof of	•	•		

### CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted.				
	3-year financial statements (audited where applicable)	•	•		
	Any qualifications. If "Yes", reference to such qualification/s must be indicated on a cover letter. Please be aware that alterations on the tender document may result in your tender being <b>eliminated as the qualification may impede on the ability to evaluate like with like.</b>	•			
	Occupational Health and Safety Declaration form – if applicable	•	•		
	Joint Venture, consortium or equivalent agreement – if applicable	•	•		
<b>4.</b>	<b>Functionality Documentation:</b>				
	Documentary Evidence Required for Criteria 1 Tenderer is required to provide reference letters as proof that they have experience in Provision of Escort vehicles, public order crowd control management, Close Protection. Services were carried out	•			
	Documentary Evidence Required for Criteria 2 Tenderer is required to provide reference letters as proof indicating the value of contract.	•			
	Region 5				
	Documentary Evidence Required for Criteria 1 Tenderer is required to provide reference letters as proof that they have experience in Provision of Escort vehicles, public order crowd control management, Close Protection. Services were carried out	•			
	Documentary Evidence Required for Criteria 2 Tenderer is required to provide CV of their crowd control officer's	•			
	Documentary Evidence Required for Criteria 3 Tenderer is required to provide CV of crowd control officer's	•			
	Documentary Evidence Required for Criteria 4 Tenderer is required to provide CV of Documentary Evidence Required for Criteria 3 Tenderer is required to provide CV of crowd control officer's				
	<b>Site Inspection,</b>	•			
	Physical verification of equipment, the tenderer will be subjected to site visit based on the check list for the technical requirement of a compulsory site inspection	•			
<b>5.</b>	<b>Specific Goals:</b>				
	Business owned by 51% or more-Women	•			

**CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT**

No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	<ul style="list-style-type: none"> <li>Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR</li> <li>CIPC registration document showing percentage of ownership and share certificate where applicable</li> </ul>				
	Businesses registered within COJ municipality. <ul style="list-style-type: none"> <li>Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and</li> <li>Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.</li> </ul>	•			
<b>6.</b>	<b>Scope of Work:</b>				
	Scope of Work and or Specifications	•			
<b>7.</b>	<b>Pricing Schedule:</b>				
	Pricing Schedule completed in accordance with the award strategy	•			
	Alterations authenticated – Refer to Acknowledgment of Tender Conditions	•			
<b>8.</b>	<b>Terms and Conditions:</b>				
	General Conditions of Contract	•			
	Special Conditions of Contract	•			
<b>9.</b>	<b>Other Documents</b>				
	Letter of Award			•	
	Bank Details Form			•	
	Comprehensive Health and Safety Plan (compliance with OHSE Specification - if applicable)			•	

Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price, points for specific goals and MBD6.2 Local Production and Content.

Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.

If locality is a specific goal in MBD6.1 – the requested documentation may not be used to allocate points for specific goals.



## CERTIFICATE OF AUTHORITY

### 3. Certificate of Authority

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

#### (I) Certificate For Company

I, ....., chairperson of the Board of Directors of ....., hereby confirm that by resolution of the Board taken on ....., Mr/Ms ....., acting in the capacity of ....., was authorized to sign all documents in connection with tender JW.....and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.....

2.....

**Date:** .....

## CERTIFICATE OF AUTHORITY

### (II) Certificate For Close Corporation

We, the undersigned, being the key members in the business trading as .....  
 ..... hereby authorize Mr/Ms....., acting in the capacity of  
 ..... , to sign all documents in connection with the  
 tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

***Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.***

## ACKNOWLEDGEMENT OF BID CONDITIONS

### (III) Certificate For Partnership

We, the undersigned, being the key partners in the business trading as, ....., hereby authorize Mr/Ms....., acting in the capacity of ....., to sign all documents in connection with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

#### (IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms. . . . .  
 . . . . ., authorized signatory of the company . . . . .  
 . . . . ., acting in the capacity of lead partner, to sign  
 all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY SIGNATORY	AUTHORISED
Lead partner		Signature. . . . . Name . . . . . Designation	
		Signature. . . . . Name . . . . . Designation	
		Signature. . . . . Name . . . . . Designation	

**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.*



a world class African city



## ACKNOWLEDGEMENT OF BID CONDITIONS

### (V) Certificate For Sole Proprietor

I, ....., hereby confirm that I am the sole owner of the Business  
trading as ..... and the person authorized hereunder  
is duly authorized to sign all documents related to tender JW .....  
and contract resulting therefrom.

**Signature** of Sole owner: .....

As Witnesses:

1. ....

2. ....

*Date:* .....

**4. Acknowledgement of Bid Conditions**

- 1 I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Johannesburg Water ( SOC ) Ltd on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
- 2 I/We agree that -
  - (a) the offer herein shall remain binding upon me/us and open for acceptance by Johannesburg Water (SOC) Ltd during the validity period indicated and calculated from the closing time of the bid or agreed validity period;
  - (b) this bid and its acceptance shall be subject to the terms and conditions embodied herein with which I am/we are fully acquainted;
  - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Johannesburg Water ( SOC ) Ltd, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and Johannesburg Water ( SOC ) Ltd and I/we will then pay to Johannesburg Water ( SOC ) Ltd any additional expense incurred by having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; Johannesburg Water ( SOC ) Ltd shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss Johannesburg Water (SOC) Ltd may sustain by reason of my/our default;
  - (d) if my/our bid is accepted the acceptance may be communicated to me/us by electronic mail (e-mail), faxed letter or by order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us.
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid.
- 3 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 4 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 5 I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

Details of my / our offer are / are as follows:

- 6 We undertake, if our Tender is accepted, to execute the contract in accordance with the requirements as specified.

## ACKNOWLEDGEMENT OF BID CONDITIONS

- 7 Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 8 We understand that Johannesburg Water is not bound to accept the lowest or any tender it may receive, and that the contract may be awarded in whole or in part and to more than one tenderer.
- 9 Should my/our tender be successful, it be understood that a contract will come into existence for the duration of contract stated in the tender document which will commence from the date indicated in the letter of acceptance.

## INSTRUCTIONS TO BIDDERS

NB: Each bid must be submitted in a separate, sealed envelope on which the NAME AND ADDRESS OF THE BIDDER, THE BID NUMBER, DESCRIPTION OF BID AND THE CLOSING DATE must be clearly endorsed. The bid must be addressed to Supply Chain Management Unit, Johannesburg Water (SOC) (SOC) Ltd and deposited in the BID BOX situated at the entrance: Turbine Hall, 65 Ntemi Piliso Street, Newtown, Johannesburg.

It is the responsibility of the bidder to ensure that their /his / her bid document is submitted in a sealed envelope and placed in the Bid Box in good time so as not to miss the official deadline of 10:30 am on the closing date.

Bid documents submitted via courier services will be acceptable provided that the bidder instructs such courier company or its representative to deposit the documents in the bid box. Documents should under no circumstances be handed to an employee of Johannesburg Water as it may not be held accountable in the event of any loss thereafter.

Bid documents may not be submitted via the South African Post Office as only bid documents received in the Bid Box at the time of closing will be taken into account.

Bid documents received from non-attended bidders of a compulsory briefing session will be disqualified.

Tenderers are to allow for sufficient time to access Johannesburg Water offices in Turbine Hall and deposit their bid document in the Johannesburg Water tender box situated at reception before tender closing time. Tenderers are to note that the Johannesburg Water offices are open during 06:00am and 18:00pm seven (7) days a week.

## IMPORTANT CONDITIONS

- 1 Bid documents must be completed using non-erasable black ink. Bids that are received contrary to this requirement will be disqualified. This condition applies to bid documents purchased as well as bid documents downloaded from the e-tender portal.
- 2 Bids should be submitted on the official forms provided. Should any conditions of the bid be qualified by the bidder, Johannesburg Water may disqualify the bid.
- 3 If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
- 4 Bids received after the closing time and date will not be accepted and will be returned to the bidder unopened.
- 5 All bid documents must be in sealed envelopes and deposited in the Official Bid Box situated at Turbine Hall, 65 Ntemi Piliso Street, Newtown.
- 6 Bids should as far as possible be submitted in their entirety. Such bid documents should also comply with

## ACKNOWLEDGEMENT OF BID CONDITIONS

submission requirements as described therein and should be bound in such a way that pages will not go missing.

- 7 Tender documents may be completed electronically without altering or tampering with any of the terms, conditions, specifications, pricing schedule etc. in the tender documents. Tender documents received contrary to this requirement will be disqualified.
- 8 It is an absolute requirement that the bidders tax matters are in order. To this effect, the bidder must furnish their Tax Compliance Status Pin or CSD MAAA number for bids as requested elsewhere in the bid document.
- 9 Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals, and MBD6.2 Local Production and Content. In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement, lease agreement or letter from ward councilor confirming business address as per above, may not be eligible for points under specific goals if such documentation required for administrative compliance was not submitted with the tender submission.
- 10 Pricing schedule must be completed and signed in accordance with award strategy. Bids that are received contrary to this requirement will be disqualified.
- 11 Tenderer's authorized signatory to sign or initial next to the price alteration.
- 12 The evaluation on price alteration will be conducted as follows:
  - 12.1. Where the tender award strategy is to evaluate and award per item or category, the following must apply:
    - (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified.
    - (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.
  - 12.2. Where the tender award strategy is to evaluate and award total bid offer, the following must apply:
    - (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.
    - (ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.
    - (iii) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender.
  - 12.3. Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:
    - (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified.
- 13 The price will mean an amount tendered for goods or services and included all applicable taxes less all unconditional discounts.
- 14 The tender may be rejected if the tenderer does not correct or accept the correction of the arithmetical error communicated to the tenderer by Johannesburg Water. Acceptance of the correction to the arithmetic error must be in writing.
- 15 Tenderers are allowed to offer selective items (not all items as per BOQ) where applicable. Items that are left blank will be regarded as non-offered items.
- 16 Johannesburg Water reserves the right to enter into mandated negotiations to achieve cost effectiveness with any one or more selected tenderers in accordance with Johannesburg Water's approved SCM



## ACKNOWLEDGEMENT OF BID CONDITIONS

procurement policy. In such a situation, Objective Criteria of Cost Effectiveness in conjunction with section 2 (1) (f) of the PPPFA is applicable to this tender.

- 17 Objective Criteria: Notwithstanding compliance regarding any requirements of the tender, JW will perform a risk analysis in respect of the following:
- reasonableness of the financial offer
  - reasonableness of unit rates and prices
  - the tenderer's ability or financial capacity to fulfil its obligations. The financial statements will be analysed in accordance with the uniform financial ratios and industry norms. The following ratios will be used to determine the financial stability of the company: current ratio, solvency ratio, operating profit margin and cost coverage will be assessed.

The conclusions drawn from this risk analysis will be used by JW in determining whether to accept the bid offer or to reject the bid offer. In such a case Objective Criteria of Risk Management based on the risk assessment will be used in conjunction with section 2 (1) (f) of the PPPFA).

18 JW Reservations:

JW reserves the right to award contracts and tenders at its discretion on the basis of the following

- in whole or in part.
- to more than one tenderer.
- to the highest points scoring bidder.
- to the lowest acceptable tender or highest acceptable tender in terms of the point scoring system.
- to a bidder not scoring the highest points (based on objective grounds in terms of section 2 (1) (f) of the PPPFA) (where applicable).
- not to consider any bid with justifiable reasons.

**SIGNATURE(S) OF AUTHORIZED PERSON** .....

**DATE:**.....

**Name**  
**bidder**.....

**of**

**Name of authorized person (in block letters)** .....

## INVITATION TO BID

MBD 1

## 5. Invitation to Bid

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR JOHANNESBURG WATER</b>					
BID NUMBER:	JW CHR 002/24	CLOSING DATE:	03 APRIL 2025	CLOSING TIME:	10:30 AM
DESCRIPTION	PROVISION OF SPECIALISED TACTICAL RESPONSE SERVICE, AMOURED VEHICLE, ESCORT SERVICES, CROWD CONTROL AND CLOSE PROTECTION SERVICES AS AND WHEN REQUIRED AS WELL AS AD- HOC SERVICES FOR THE PERIOD OF 36 MONTHS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
JOHANNESBURG WATER					
TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN					
JOHANNESBURG, 2001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	NTHABISENG MORE		CONTACT PERSON	SEEMELA MASHEGO	
TELEPHONE NUMBER	011 688 1512		TELEPHONE NUMBER	011 688 1821	
E-MAIL ADDRESS	<a href="mailto:Nthabiseng.more@jwater.co.za">Nthabiseng.more@jwater.co.za</a>		E-MAIL ADDRESS	<a href="mailto:Seemela.mashego@jwater.co.za">Seemela.mashego@jwater.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE SWORN AFFIDAVIT		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PLEASE REFER TO EVALUATION SECTION FOR SPECIFIC GOALS VERIFICATION DOCUMENTATION REQUIRED TO QUALIFY FOR POINTS FOR SPECIFIC GOALS</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

## INVITATION TO BID

## MBD 1

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ 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.**

## 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. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS 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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 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 MEMBERS 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:

.....

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**MBD 3.1**

**6. Pricing Schedule – Firm Prices MBD 3.1**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....Bid Number.....  
Closing Time ..... Closing Date .....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. INCLUDED)	QUANTITY DESCRIPTION	BID PRICE IN RSA CURRENCY	**(ALL APPLICABLE TAXES
-----------------------	----------------------	---------------------------	-------------------------

-	Required by:	Johannesburg Water
-		
-	At:	Various Site

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**SIGNATURE(S) OF AUTHORIZED PERSON .....**  
**DATE:.....**

## DECLARATION OF INTEREST

**MBD 4**

### Declaration of Interest MBD 4

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

## DECLARATION OF INTEREST

**MBD 4**

3.9 Have you been in the service of the state for the past twelve months? ..... **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

## DECLARATION OF INTEREST

**MBD 4**

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

## DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

**MBD 5**

### 7. Declaration For Procurement Above R10 Million (VAT included) MBD 5

**For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:**

\*1 Are you by law required to prepare annual financial statements for auditing?

YES / NO

*\*In the event the Annual Financial Statements submitted with this tender reflect that the tenderer is not required by law to have such statement audited, Johannesburg Water reserves the discretion to interpret your selection of "Yes" as a "No" and analyse it accordingly.*

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2. If the bidder is not required by law to prepare annual financial statements for auditing, they shall be required to furnish their Annual Financial Statements -

- i. for the past three years , or
- ii. since their establishment if established during the past three years

3. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

3.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

3.2 If yes, provide particulars.

.....



**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION  
(VAT INCLUDED)**

**MBD 5**

4. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

4.1 If yes, furnish particulars

.....  
.....

5. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipality entity is expected to be transferred out of the Republic?

**YES / NO**

5.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)** .....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE MBD 6.1  
PREFERENTIAL PROCUREMENT REGULATIONS OF 2022**

**8. Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 – Reg 3(2)**

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 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 The maximum points for this tender are allocated as follows:

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

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.

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE MBD 6.1 PREFERENTIAL PROCUREMENT REGULATIONS OF 2022

### 2. DEFINITIONS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

##### 1.1.1. POINTS AWARDED FOR PRICE

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

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

Where

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE MBD 6.1  
PREFERENTIAL PROCUREMENT REGULATIONS OF 2022**

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)	Number of points allocated (80/20 system)	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)
Business owned by 51% or more-Women	4	8		
Businesses Located within the boundary of COJ municipality.	6	12		
<b>Total</b>	<b>10</b>	<b>20</b>		

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE MBD 6.1  
PREFERENTIAL PROCUREMENT REGULATIONS OF 2022**

**5. DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1 Name of company/firm.....

5.2 Company registration number: .....

5.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.4 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.

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE MBD 6.1  
PREFERENTIAL PROCUREMENT REGULATIONS OF 2022**

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	.....
	.....
	.....

9. Declaration of bidder's Past Supply Chain Management Practices MBD 8

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN PRACTICES

**MBD 8**

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN  
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



**10. Certificate of Independent Bid Determination MBD 9**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## PROOF OF GOOD STANDING WITH REGARDS TO MUNICIPAL ACCOUNT

### 11. Proof of Good Standing With Regards to Municipal Account

The tenderer is to affix to this page:

- Proof that the tenderer and directors of the tenderer are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached;
- Signed copy of the valid lease agreement if the tenderer or director of the tenderer is currently leasing premises and not responsible for paying municipal accounts

Note:

1. Should the municipal statement that was submitted with the tender document before tender closing date and time be in arrears for more than 90 days at time of award, the tenderer will be requested to submit the latest municipal statement which shows that the tenderer is not in arrears for more than 90 days. If the statement at that time is in arrears for more than 90 days, the tenderer must submit before the stipulated deadline, the written proof of an approved arrangement with the municipality.
2. The proof may be a copy of the agreement or an updated municipal statement which reflects the arrangement.
3. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, the tenderer will no longer be considered for the award of the contract.
4. Statement must not be older than 90 days from the closing date of this tender. Attach latest municipal account statement behind this page.
5. In cases where the director of the tenderer resides with their spouse, parent, partner or sibling the owner of the property that confirm where the director of the tenderer resides must submit an affidavit stating such and explaining the relationship. This would happen in the case where the submitted municipal statement or lease agreement is not in the name of the director of the tenderer. Note 1 will be applicable.
6. In cases where the business address of the tenderer is also the official residence of the director of the tenderer, the director of the tenderer must submit an affidavit stating such. Proof that the municipal statement is not in arrears for more than 90 days or a valid lease agreement must be submitted. Note 1 will be applicable.

## RECORD OF ADDENDA

### 12. Record of Addenda

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

Communications regarding the revision of this tender document can also be viewed on the following website: [www.johannesburgwater.co.za/supply](http://www.johannesburgwater.co.za/supply) chain/tenders.

Note: Tenderers are to check the JW website at least seven (7) days before the tender closing date and time for any communication in regard to the tender.

	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		

**SIGNATURE(S) OF AUTHORIZED PERSON:** .....

**NAME AND SURNAME** .....

**DATE:** .....

## SCOPE OF WORK

### 13. Scope of Work

#### Scope of work and Specification

##### 1. BACKGROUND AND WHY THE NEED TO SOURCE THE GOODS OR SERVICES

Johannesburg Water is seeking to acquire services of a suitably registered, qualified, experienced security bidders to protect Johannesburg Water assets including but not limited to infrastructure, material, machinery, employees, visitors, and contractors.

The security services shall be rendered to five [05] regions, namely South Region, Deep South, North Region , Central Region and Head Office ].

The services for Close Protection will cater for the entire Johannesburg Water on an Ad-Hoc basis or as an when required.

The services for Escort Services will be based at Head Office and it will cater the entire Johannesburg Water Regions.

## SCOPE OF WORK

### 1.1 CONTRACT DESCRIPTION

**Render Tactical Response Services, Escort Services, Crowd Control Management and Close Protection as and when required.**

Roles and responsibilities of Contractor?

- Provide Rapid deployment of Tactical Response Team for emergency situations.
- Provide escort services for JW employees traveling to and from high-risk areas, including but not limited to during disconnections and cut-offs.
- Provide Armoured Vehicles with Specialized Tactical Team
- Provide Public Order: Crowd Control Management in any emergency like, unlawful protest actions and project disruption, etc.
- Provide Close Protection Services to JW personnel on AD-Hoc basis when they are under threat.
- Provide unmarked motorcade on Ad-Hoc basis.

Roles and responsibilities of Johannesburg Water.

- **To manage and monitor the implementation of the Contract and Service level Agreement.**
- **To ensure the safety of employees and assets of JW are safeguarded.**

### 1.2 GENERAL REQUIREMENTS

#### PROVISION OF SERVICES

- 1.1.1 This specification covers the provision of security services in terms of the specifications for Specialised Security Tactical Response for the various permanent and temporary Sites under the jurisdiction of JW on a continuous basis for a period of three [03] years (36 Months).
- 1.1.2 As from the Commencement Date, the Contractor shall render the Services, expertise and facilities to JW as set out in these Specifications.
- 1.1.3 The services of professionally trained qualified and registered Armed Tactical Security Personnel with PSIRA are required by JW to perform duties at the Sites allocated by JW, the escorting of JW employees and contractors to volatile areas in the performance of duties.
- 1.1.4 The allocation of all sites to successful contractors will be determined by JW's Security Manager, in accordance with various factors such as the specific risk profile of the identified locality. The JW's Regions are divided as follows into five [05] regions, namely South Region, Deep South, North Region, Central Region, and Head Office.
  - North and Central Region– Sites radius of approximately  $\pm 50$ KM
  - South and Deep South Region – Sites radius of approximately  $\pm 50$ KM
  - Head Office -  $\pm 50$  KM

## SCOPE OF WORK

### 1.2 TENDER FOR THE PROVISION OF SPECIALISED SECURITY TACTICAL RESPONSE SERVICE, CROWD CONTROL MANAGEMENT AND CLOSE PROTECTION SERVICES TO THE ENTIRE JW PERSONNEL FOR JW SITES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

**IMPORTANT NOTE: BIDDERS MAY BID FOR A REGION OF THEIR CHOICE OR MORE THAN ONE REGION IN LINE WITH THE BIDDER'S CAPACITY.**

#### NORTH

ITEM No	Facility	Security Officers: Day Shift	Security Officers: Night Shift	Operational Equipment
1.	Acasia Sewer pump Station No	10 x Grade B: Armed Guard (firearm)	10 x Grade B: Armed Guard (firearm)	5 x Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication (GSM) and tracking  5x Hand Radio 5x Rechargeable Maglight/Torch 20 x Set of Handcuffs 10 x Handguns/Firearms 11 x Occurrence Register 5X Logbooks 20x Pepper Sprays  20 x Complete Tactical Uniform with Bullet Proof Vest  5x Security Vehicle Spotlight
2.	Jukskei Park Sewer Pump Station			
3.	Kyalami Sewer Pump Station			
4.	Lion park sewer pumpstation			
5.	Lanseria Sewer			
6.	Nupen CrescentSewer Pump Station			
7.	Steyn City Sewer			
8.	Wilforden Sewer Pump Station			
9.	Woodmead Sewer Pump Station			
10.	Zandspruit New Sewer Pump Station			
11.	Zandspruit Old Sewer Pump Station			
12.	Corporate Park Pump Station			
13.	Erand Pump Station			
14.	Grand Central Pump Stationv & Reservoir			
15.	Honeydew Pump Station & Reservoir			
16.	President Park Pump Station & Reservoir			
17.	Rabie Ridge Pump Station& Reservoir			
18.	Randjesfontein Pump Station			
19.	Lanseria Pump Station			
20.	Blairgowrie Reservoir			
21.	Boschkop1 Reservoir Tower and pumpstation			
22.	Bryanston_1 Reservoir and Tower and pumpstation			
23.	Chester Reservoir			
24.	Corporate Park Reservoir Tower and pumpstation			
25.	Cosmo City Reservoir			
26.	Erand Small Ground Reservoir			
27.	Fairland Reservoir			
28.	Grand Central Reservoir and pumpstation			
29.	Honeydew			



### SCOPE OF WORK

	Reservoir, pumpstation and tower			
30				
31	Lanseria Reservoir and Tower			
32	Lion Park Reservoir			
33	Olivedale A Reservoir			
34	President Park Reservoir 1 Tower, pumpstation & Depot			
35	Rabie Ridge Reservoir, Tower and pumpstation			
36	Randjesfontein Reservoir, Tower and pumpstation			
37	Randpark Ridge Reservoir			
38	Steyn City Reservoir			
39	Grand Central Tower			
40	Honeydew Tower			
41	Kensington B Tower			
42	Midrand Depot and regional offices			
43	Randburg Depot			
44	Northern Works			
45	Driefontein Works			
		Armoured Vehicles		
		16 x Grade B: Armed Guard (firearm)	16 x Grade B: Armed Guard (firearm)	08 x Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication (GSM) and tracking  8 x Rechargeable Maglight/Torch 16 x Set of Handcuffs 16 x Firearm 08 x Occurrence Register  24x Complete Tactical Uniform with Bullet Proof Vest  08x Security Vehicle Spotlight

### CENTRAL

ITEM No	Facility	Security Officers: Day Shift	Security Officers: Night Shift	Operational Equipment
1.	Elands Park Sewer Pump Station	12 x Grade B: Armed Guard (firearm)	12 x Grade B: Armed Guard (firearm)	6 x Company Marked Vehicles: LDV/ Single Cab Vehicle with
2.	Hurlingham Sewer Pump Station			
3.	Liefde & Vrede 1 New Sewer			

## SCOPE OF WORK

	Pump Station			Radio communication (GSM) and tracking
4.	Longmeadow East Sewer Pump Station			6x Hand Radio
5.	Malanshof Sewer Sewer Pump Station			6x Rechargeable Maglight/Torch
6.	Waterval Park Sewer Pump Station			24 x Set of Handcuffs
7.	Berea Pump Station			12 x Handguns/Firearms
8.	Brixton Pump Station & Reservoir			6 x Occurrence Register
9.	Bryanston Pump Station			6 X Logbooks
10.	Crown Gardens Pump Station			24x Pepper Sprays
11.	Forest Hill Pump Station & Reservoir			24 x Complete Tactical Uniform with Bullet Proof Vest
12.	Hector Norris Booster Pump Station			6x Security Vehicle Spotlight
13.	Kensington Booster			
14.	Northcliff Pump Station			
15.	South Hills Pump Station & Reservoir			
16.	Waterval Pump Station			
17.	Yeoville Pump Station & Reservoir			
18.	Alexander Park Reservoir & Pumpstation			
19.	Corriemore Reservoir			
20.	Crosby Reservoir			
21.	Crown Gardens Reservoir Tower and pumpstation			
22.	Dunkeld Reservoir			
23.	Glenvista Reservoir			
24.	Hursthill Reservoir No1			
25.	Illovo reservoir, tower and pumpstation			
26.	Linbro Park 1 Reservoir			
27.	Linden 1 Reservoir and tower			
28.	Linden 2 Reservoir			
29.	Linksfeld Reservoir			
30.	Marlboro 1 Reservoir			
31.	Modder hill Reservoir			
32.	Morningside Reservoir			
33.	Northcliff Reservoir pumpstation			
34.	Parktown 1 Reservoir			
35.	Randjeslaagte Reservoir			
36.	Yeoville Reservoir 1			
37.	Crosby Pump Station			
38.	Forest Hill Tower			
39.	Linden Tower			
40.	Northcliff Tower			
41.	Quellerina Tower			
42.	South Hills Tower			
43.	Waterval Tower and Pumpstation			
44.	Southdale Depot			

### SCOPE OF WORK

45.	Langlaagte Networks Depot & Sewer Services Depot			
46.	Zandfontein Depot			
47.	Glenvista Depot			
48.	Scott Athol Depot			
49.	Hursthill Depot			
50.	Ffennel road Depot			
51.	Cydna Lab			
52.	Turbine hall Head Office			
53.	Kathrada			
54.	Madala Hostel			
55.	Zamimpilo			

### SOUTH

ITEM No	Facility	Security Officers: Day Shift	Security Officers: Night Shift	Operational Equipment
1.	Kensington B Reservoir	14 x Grade B: Armed Guard (firearm)	14 x Grade B: Armed Guard (firearm)	<p>7 x Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication (GSM) and tracking</p> <p>7x Hand Radio 7x Rechargeable Maglight/Torch 14 x Set of Handcuffs 7 x Handguns/Firearms 7 x Occurrence Register 7X Logbooks 28x Pepper Sprays</p> <p>28 x Complete Tactical Uniform with Bullet Proof Vest</p> <p>7x Security Vehicle Spotlight</p>
2.	Alverda Park Sewer Pump Station			
3.	Bushkoppies Sewer Pump Station			
4.	Fleurhof Sewer Pump Station			
5.	Freedom Park Sewer Pump Station			
6.	Helderkrui Sewer Pump Station			
7.	Kibler Park Sewer Pump Station			
8.	King Street Sewer Pump Station			
9.	Nancefield Sewer Pump Station			
10.	Poortview Sewer Pump Station			
11.	Putcoton Sewer Pump Station			
12.	Suideroord Sewer Pump Station			
13.	Whisken Sewer Pump Station			
14.	Constantia Kloof Pump Station			
15.	CR Swart Booster Pump Station			
16.	Florida North Pump Station			
17.	Helderkrui Pump Station			
18.	Horizon Pump Station			
19.	Jim Fouche Booster Pump Station			

## SCOPE OF WORK

20.	Protea Glen Pump Station			
21.	Pimville Booster Pump Station			
22.	Robertville Pump Station			
23.	Witpoortjie Pump Station			
24.	Zondi Pump Station			
25.	Aeroton Reservoir			
26.	Alan Manor Reservoir			
27.	Braam Fischer 1 Reservoir			
28.	Braam Fischer 2 Reservoir			
29.	Constantia Tower & Pumpstation			
30.	Chiawelo Reservoir			
31.	Devland Reservoir			
32.	Diepkloof Reservoir			
33.	Doornkop West Reservoir			
34.	Eagles Nest Reservoir			
35.	Florida North Tower			
36.	Florida Pumpstation and Tower			
37.	Helderkrui Reservoir, pumpstation and Tower			
38.	Jabulani Reservoir and Tower			
39.	Kibler Park Reservoir			
40.	Main Reef Reservoir 1 (Fleurhof)			
41.	Meadowlands 1 Reservoir and Tower			
42.	Naturena Reservoir			
43.	Naturena reservoir no.2			
44.	Orlando East Reservoir			
45.	Poortjie Reservoir			
46.	Power Park Reservoir			
47.	Protea Glen Reservoir and pumpstation			
48.	Robertville Reservoir and pumpstation			
49.	Witpoortjie Reservoir, Tower and Pumpstation			
50.	Zondi Reservoir 1 and pumpstation			
51.	Zondi Reservoir 2			
52.	Dobsonville Tower			
53.	Florida North Tower			
54.	Helderkrui Tower			
55.	Horizon Finch Tower			
56.	Jabulani Tower			
57.	Kite Street Tower			
58.	Protea Glen Tower			
59.	Zondi Tower			
60.	Avalon Depot			
61.	Klipspruit Depot			

### SCOPE OF WORK

62.	Hamburg Networks Depot & Electromechanical Depot			
63.	Avalon Prepayment Depot			
64.	Helderkrui Depot			
65.	Bushkoppies WWTW			
66.	Goudkoppies WWTW			
67.	Olifantsvlei WWTW			
68.	Van Wyk Sewer Pump Station			
69.	Mfolo			
70.	Vukani			
71.	Slovo			
72.	Ash mountain			
73.	Ekuphumleni			
		Armoured Vehicles		
		16 x Grade B: Armed Guard (firearm)	16 x Grade B: Armed Guard (firearm)	08 x Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication (GSM) and tracking  8 x Rechargeable Maglight/Torch 16 x Set of Handcuffs 16 x Firearm 08 x Occurrence Register  24x Complete Tactical Uniform with Bullet Proof Vest  08x Security Vehicle Spotlight

### DEEP SOUTH

ITEM No	Facility	Security Officers: Day Shift	Security Officers: Night Shift	Operational Equipment
1.	Ennerdale Reservoir	8 x Grade B: Armed Guard (firearm)	8 x Grade B: Armed Guard (firearm)	4 x Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication (GSM) and tracking  4x Hand Radio 4x Rechargeable
2.	Lenasia Cosmos Pump Station			
3.	Lenasia Hospital Hill Pump Station			
4.	Orange Farm Pump Station			
5.	Lawley Reservoir			
6.	Lenasia High Level			

### SCOPE OF WORK

	Reservoir			Maglight/Torch 16x Set of Handcuffs 8 x Handguns/Firearms 4 x Occurrence Register 4X Logbooks 16x Pepper Sprays
7.	Lenasia Reservoir and pumpstation (Cosmos )			
8.	Lenasia South East Reservoir and pumpstation (Hospital Hill)			
9.	Orange Farm High Level Reservoir and Pumpstation			16 x Complete Tactical Uniform with Bullet Proof Vest
10.	Orange Farm Low Level Reservoir			
11.	Ennerdale Depot			4x Security Vehicle Spotlight
12.	Ennerdale WWTW			
13.	Ennerdale Sewer Pump Station			
14.	Ennerdale Sewer Pump Station			

### REGION 5 (HEAD OFFICE)

ITEM №	Facility	Security Officers: Day Shift	Security Officers: Night Shift	Operational Equipment
01	<b>Escort vehicles for all Johannesburg Water related requirements e.g. cut-offs</b>	32 x Grade B: Armed Guard (firearm)	4x Grade B Armed Guard (Firearm)	08 x Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication (GSM) and tracking  8 x Rechargeable Maglight/Torch 16 x Set of Handcuffs 16 x Firearm 08 x Occurrence Register  32x Complete Tactical Uniform with Bullet Proof Vest  08x Security Vehicle Spotlight

### SCOPE OF WORK

02	<b>Public Order: Crowd Control Management</b>	16 x Grade B Armed Guard		<p>16-Seater Marked Combi with Radio Communication</p> <p>16X Anti-Riot Body Protection full uniform set.</p> <p>16X Full set of riot equipment's [stun grenades, smoke grenades, stun guns and smoke grenades, Teargas, riot shields and pump action /shot guns with rubber bullets]</p> <p>16 x Complete Tactical Uniforms with Bullet Proof Vests</p>
03	<b>Close Protection</b>	1x Grade A Armed Close Protector		<p>1x Firearm</p> <p>1x Covert Bullet Proof vest</p> <p>Formal clothing [suit and tie]</p> <p>Close Protection Training Certificate [Bodyguarding]</p>
		1x Grade A Armed Principal Protector Driver		<p>1x Firearm</p> <p>1x Covert Bullet Proof vest</p> <p>Formal clothing [suit and tie]</p> <p>Close Protection Training Certificate [Bodyguarding]</p> <p>Advance Driving Certificate</p>
	<b>Unmarked Motorcade</b>	Sedan vehicles	Category: A	1.0 to 1.4 engine capacity
			Category: B	1.6 to 1.8 engine capacity
		SUV	Category: C	2.0 to 3.0 engine capacity

## **SCOPE OF WORK**

**THE TENDER MAY BE AWARDED TO MORE THAN ONE BIDDER DUE TO THE JW GEOGRAPHICAL LAYOUT OF THE SITES.**

### **1.3 DURATION OF THE CONTRACT**

Thirty-Six [36] Months (03 years)

### **1.4 WORKING HOURS**

- 1.4.1 The Contractor and its employees provided in terms of this agreement shall be registered with the Private Security Officer's Regulatory Authority (PSIRA) and shall always during the term of this agreement comply with the provisions of the Private Security Industry Regulations Act No. 56 of 2001 as amended from time to time or any Act which supersedes that Act. A certified copy of the current certificate of registration of the contractor with PSIRA must be submitted together with the tender document. Failure to adhere to this requirement will result in the elimination of such tender.
- 1.4.2 The Contractor shall before the Commencement Date furnish JW with the name list and PSIRA registration numbers of all the security personnel employed by the Contractor to render the Services. This information shall be certified as true and correct by the Contractor and shall always during the term of this agreement, be kept up to date by the Contractor by means of written notice to JW setting out any change to the information submitted within seven [07] days of such change occurring.
- 1.4.3 The security personnel provided in terms of this agreement shall perform their duties from Mondays to Sundays from 06:00 to 18:00 (day shift) and 18:00 to 06:00 (night shift) and/ or such other times as may be required by JW from time to time on twenty-four [24] basis.
- 1.4.4 The security personnel provided in terms of this agreement shall report for duty daily at those places as indicated in the scope of work by JW. However, these places of reporting may vary, from time to time according to the operational requirements of JW.
- 1.4.5 The Contractor shall together with the Tender furnish JW with a letter of good standing from PSIRA.
- 1.4.6 It is possible that some Security Officers may be absent from duty for whatever reason, therefore the relieving Security Officers must have the necessary PSIRA requirements, and they should be readily available to be deployed when there is short posting. Security screening must be conducted to all Security Officers to be deployed within JW.



## SCOPE OF WORK

### 2 SCOPE OF WORK:

The Specialised Security Tactical Officers will inter alia escort all JW staff, and perform armed response functions to all JW Sites –

- 2.1 JW Laboratory, Electromechanical and Water Technicians but not limited to.
- 2.2 JW Meter readers to all areas as per schedule
- 2.3 JW standby staff.
- 2.4 Rapid deployment of Tactical Armed Response for any emergency situations to all JW Sites.
- 2.5 JW Illegal Disconnections Teams
- 2.6 JW Stakeholder Relations and Communications
- 2.7 Provide Armoured Vehicles with armed Specialized Tactical Team to high-risk sites.
- 2.8 Provide Public Order and Crowd Control Management during unlawful protest actions and strikes on Ad-Hoc basis.
- 2.9 Provide Close Protection Services to JW personnel on AD-Hoc basis when they are under threat.
- 2.10 Provide unmarked motorcade on Ad-Hoc basis.

### 3 SERVICES TO BE PROVIDED

#### 3.1 Duties of the Contractor

- The security personnel are first and foremost deployed by the Contractor to protect the employees, assets, equipment, tools, equipment, and materials of JW, at the Site allocated to them refer to scope of work.
- The Contractor shall be responsible for taking command of and controlling the deployment of its security personnel daily at Sites designated by JW. No employee of the Contractor may be present at any Site unless deployed to that Site by the Contractor
- The Contractor shall provide the necessary equipment, and Tactical Uniforms required in terms of these Specifications or as directed by JW from time to time in writing, which shall at all times be in a clean and working order and condition, including but not limited to firearms, handcuffs, batons, radios, pocket books, pens, torches and wrist watches to enable its security personnel to perform their duties to the satisfaction of JW.
- All original pages of Occurrence Books shall from first utilisation, become the property of JW, and shall be kept safe by the contractor, immediately after the pages/books are full. The contractor undertakes to give JW access to all these books on request and to allow the Contractor to make photocopies thereof at its own cost. JW shall have a similar right of access to and photocopying of Pocketbooks in the possession of the Contractor.
- The Contractor shall render Close Protection to employees of JW who are under threat for a period determine by Manager Security Services and as an when required.
- The Contractor shall provide Officers who have undergone specialised training for Public Order: Crowd Control Management and Close Protection Training Courses.

## **SCOPE OF WORK**

- The Contractor shall appoint a Contract Manager, Operational Managers and Supervisors at their own cost to manage the contract.

The primary focus of all security personnel deployed is to protect JW staff and assets (mobile and/or fixed), the staff, labour, and assets (fixed and/or mobile) of JW at the Sites and to prevent any losses of property owned by JW. To be able to execute this primary focus effectively the following functions will be expected:

### **3.2 ESCORT DUTIES**

- The Specialised Tactical Officers must be trained in the protection of personnel.
- Officers must be extremely observant and cautious in the protection of personnel.
- Officers will not leave the area where they are protecting or escorting personnel.
- Officers will at incidents form all round defence, be alert and inform personnel they are protecting of any danger they shall notice.
- Officers will make a Pocketbook and Occurrence Book entry when receiving the request to escort personnel, inform their control room of the request.
- Officers will detail all particulars on who they are going to escort, where to, with a JW or Contractor vehicle.
- When arriving at the incident where protection will take place, a Pocketbook and Occurrence Book entry will be made on time of arrival, surveillance done and the Contractor's control room and JW's security section be notified.
- Any irregularity occurring the escort or protection of personnel will immediately be reported to the JW Control Room.
- When the escort duties are finalised, the Officers must again make a Pocketbook and Occurrence Book entry with the exact time the services ended and inform the security contractor's control room and JW's security section.
- When Officers perform escort duties, they will positively identify themselves before commencement of the escort.

### **3.3 CLOSE PROTECTION OFFICER DUTIES**

- To provide personal protection of JW employees when their lives are under threat.
- To ensure that JW employees assign to protect are safe.
- To protect employees while conducting their official duties at various sites determined by the approved schedule of the employee under threat.
- To conduct personal protection of the JW Executives when attending high risk sites to ensure that they are not attacked while they perform their executive roles.
- To conduct advance and operational planning to the sites before they can visit risk areas.
- To conduct close protection to all identified employees at JW under threat.
- To have a certificate with accredited training service providers in Close Protection, Firearm Competency for Business and PSIRA Grade A certificates
- Assessing potential risks and implementing security measures.
- Ensuring the safety and well-being of clients.
- Monitoring for suspicious activity.
- Controlling access to the principal.
- Conducting advance checks of venues and events.
- Open to working nights, weekends, and excessive hours.

## **SCOPE OF WORK**

- Great time management skills with high discipline and morale.
- Great customer attitude and attentiveness.
- Ensuring the personal protection of clients

### **3.4 MOTORCADE PRINCIPAL DRIVER DUTIES**

- To drive JW Employees who's their lives under threat from the various places determined and approved in line with the task assigned.
- To ensure that the lives of JW employees assigned to be driven are safe.
- To ensure that the vehicle allocated is roadworthy and all required tools are available.
- To conduct inspection on the allocated vehicle before official trips can be undertaken.
- To have a certificate with accredited training service providers in Advance Driving and Close Protection, Firearm Competency for Business and PSIRA Grade A certificates.
- To be trained in defensive-offensive driving, escape and evasion tactics, and formation manoeuvring.
- Providing a secure and comfortable travel experience, adapting to clients' needs and preferences.
- Maintaining a high level of confidentiality and discretion.
- Planning and executing routes effectively, avoiding delays and ensuring punctuality.
- Assisting the Principal with luggage and other personal needs.
- Following road and traffic rules, performing minor vehicle maintenance, and maintaining professional conduct.
- Follow all traffic laws.
- Drive defensively to ensure safety.
- Keep all windows in the car spotless
- Keep the interior of the car spotless
- Make sure there is always enough fuel to get to the destination.
- Keep accurate count of fuel usage, kilometres, and other data.
- Ensure that car maintenance is taken care of
- Accurately follow the correct route to ensure that the VIP is safe.
- Open to working nights, weekends, and excessive hours.
- Great time management skills with high discipline and morale.
- Great customer attitude and attentiveness
- Planning escape routes
- Driving and escorting and defending clients
- Performing security checks
- Surveying the surroundings
- Surveying the premises prior to clients exiting or entering
- Reacting swiftly and efficiently in the case of an emergency

### **3.5 CROWD CONTROL MANAGEMENT DUTIES**

- To prevent the outbreak of crowd crushes, affray, fights involving drunk and disorderly people or riots.
- Effective crowd management to manage expected and unexpected crowd occurrences.
- To be responsive in critical situations and dedicated to protecting people and property during labour strikes, community uprisings, protests and coordinated threats.
- Conduct extensive pre-strike contingency planning for any contingency and providing a low confrontation, high-documentation approach to strike security and crowd management to limit JW liability and prevent violence.

## SCOPE OF WORK

- To get the JW employees and Contractors to disperse without causing injuries.
- To use teargas and water to disperse the crowd before resorting to rubber bullets.
- To manage crowd movements, resolve conflicts, and create a safe environment for all present.
- Develop and implement crowd management plans for various events.
- Coordinate with event organizers and security personnel to ensure smooth flow of events.
- Monitor crowd Behavior and intervene in potential conflict situations.
- Manage access points to prevent unauthorized entry and ensure crowd safety.
- Work closely with emergency services like the police and paramedics in case of emergencies.
- Manage and resolve any crowd-related issues or complaints at all JW sites.
- Prepare reports on crowd Behavior and safety incidents.
- Stay updated with best practices in crowd management and implement them accordingly.

### 3.6 All Supervisors will execute the following duties during their shift of duty.

- 3.6.1 Parading all Specialised Tactical Officers before and after the shift.
- 3.6.2 Ensure that the Specialised Tactical Officers have and understand their job descriptions, knows the goals of their tasks/duties, and knows all the contingency and emergency plans and have all relevant telephone numbers.
- 3.6.3 Inspection of vehicles.
- 3.6.4 Ensure that all equipment necessary for the post, are present and in sound working condition and meets the requirements set out.
- 3.6.5 Completion of the following registers: Occurrence Book, Escort Register Firearm Register and Pocketbook.
- 3.6.6 Rectifying of all shortcomings in the area of responsibility.
- 3.6.7 Ensure that all members are fit and ready to commence duties.
- 3.6.8 Attend to all incidents occurring during the shifts.
- 3.6.9 Reporting of all incidents to JW Control Room and the Contractor's control room.
- 3.6.10 When there is a shootout incident, he shall do the following:
  - Establish if any person/property has been injured, killed, or damaged.
  - Establish the reasons for the shooting and report all details to JW Control Room.
  - Report the incidents to the nearest Police Station.
  - Remain on the scene until a JW Mobile Shift Supervisor/ Operations Manager arrives on the scene.
  - In the event of people injured, he shall contact the nearest Hospital/Clinic for assistance and where possible, he shall arrange for the injured person to be taken to the nearest Hospital/Clinic,)
- 3.6.11 He /She shall obtain the following information in event of shooting/incident.
  - Name and Surname of the person injured or killed in the incident.
    - Physical address and work address, if any.
    - Details of the of the Officer/s involved in the incident.
  - The name, surname, physical home address and physical work address of any witnesses to the incident.
    - Time, date, and location of incident.
    - Firearm make, number and Caliber.

## SCOPE OF WORK

- Number of rounds.
- Reason for shooting.

3.6.12 Attend to requests/complaints received from JW personnel.

3.6.13 Safeguard the personnel and/or labour, assets, and property of JW, against any criminal elements during the escort and response service.

## 4 CONTROL ROOM

4.1 The Contractor must have a functioning Security Control Room conforming to the following minimum requirements:

4.2 It must be a separate room, office, or building, specifically adapted and designed to serve as a dedicated control room for that function only.

4.3 It must be manned on a 24-hour basis by a trained bilingual operator.

4.4 It must be equipped with:

- A base radio station, to facilitate communication with the various JW locations and all Tactical Response units.
- A working telephone and email system, to facilitate communication with the Johannesburg Water's representative and Control Room 24 hours per day.
- A Cellular phone for back up if need be.
- An electronic Occurrence Book for the purpose of recording entries, including irregularities, as and when reported by the Johannesburg Water's representative to the Contractor.
- A vehicle tracking system to locate operational escort vehicles.
- A frequency communication software to track mobile radios.
- Backup generator, solar system, and any other means of electrification to ensure that the Control Room is always operational 24 hours.

## 5 CONTROL ROOM LOCALITY

The Contractor shall be obliged to establish and maintain a functioning operational Control Room /Admin office within sixty [60] days after being awarded the contract within ±50 KM in the City of Johannesburg.

## 6 PROVISION OF HAND-HELD TWO-WAY RADIO SETS

6.1 Handheld two-way radio sets provided by the Contractor shall have an adequate range to ensure, as far as is practically possible, good communications between any two points within a patrolled area on the premises of JW on which security services are provided.

6.2 The Contractor shall provide the JW Security Manager on or before the Commencement Date with a diagram indicating the local communication network and call signs used by the Contractor during the term of this agreement. Any changes in this network or call signs.

## **SCOPE OF WORK**

- 6.3 The hand-held two-way radios shall always be in a working condition and any defunct or faulty radios shall be replaced without delay by the Contractor at its own cost.
- 6.4 The JW Security Manager shall enable direct communication between the Contractor or his own security personnel via landline or cellular phones. All numbers will be supplied on or before Commencement Date.
- 6.5 The Contractor shall take the necessary steps to prevent radio transmissions on or near JW's premises to cause interference with, or block reception by, radio systems used by JW or any other division or units of JW.
- 6.6 Under no circumstances shall the Contractor operate any radio equipment on JW's premises without obtaining the prior written authority from the JW Security Manager.
- 6.7 Should the Contractor or any of its employees use any radio equipment on JW's premises without such written authority, the Contractor shall be liable for any damage or loss suffered by JW, or any other division or unit of JW directly contributed to the use of such radio equipment.

## **7 PROVISION OF ROAD MOTOR VEHICLES**

- 7.1 The Contractor shall provide comprehensively insured roadworthy motor vehicle(s) with driver(s) (with valid, unendorsed code 10 driver's license), as per tender requirements.
- 7.2 The Contractor shall provide the required number of motor vehicle(s) with driver(s) within one (1) working day (or within such other time as the parties may agree to from time to time), and only on receipt of an official written request from JW. The Contractor shall not provide any additional motor vehicle(s), on verbal request from any official other than the above, but should it nevertheless react positively to such a request, JW shall not affect payment for the unauthorized service rendered.
- 7.3 The motor vehicle(s) and driver(s) required and requested by JW shall report for duty at such times or places as may be agreed upon from time to time between JW and the Contractor.
- 7.4 The motor vehicle(s) and driver(s) shall perform their daily duties at such times as agreed upon from time to time between JW and the Contractor.
- 7.5 Drivers provided by the Contractor shall only drive motor vehicle(s) provided by the Contractor in terms of this agreement.
- 7.6 The Contractor shall provide Specialised Armoured vehicles, as per the specifications of JW.
- 7.7 The Contractor shall provide unmarked motorcade [vehicles] with well-trained Drivers with Advance Driving and Close Protection Certificate within one (1) working day (or within such other time as the parties may agree to from time to time), and only on receipt of an official written request from JW

## **8 MAINTENANCE OF THE MOTOR VEHICLES**



## **SCOPE OF WORK**

- 8.1 Maintenance, servicing, and mechanical repairs (hereinafter referred to as maintenance), of the motor vehicle(s) including all adjustments necessary to keep the motor vehicle(s) in a roadworthy and operational condition, are included in the agreement and shall be provided by the Contractor at its own cost.
- 8.2 Should any motor vehicle(s) provided by the Contractor break down or be involved in an accident while patrolling various areas prescribed in terms of this agreement, the Contractor shall, if that motor vehicle(s) cannot be repaired within two (2) hours or is unable to proceed with its patrolling duties within two (2) hours, at his own cost, forthwith provide another motor vehicle(s) to continue with its patrolling duty.
- 8.3 The Contractor shall inform JW as soon as practically possible of any of its motor vehicle(s) patrolling in terms of this agreement, which has broken down or has been involved in an accident.

## **9 PROVISION OF FIREARMS**

All firearms issued by the contractor to its security officers, on JW premises, shall comply with the following requirements.

- 9.1 Firearms shall not be modified in any way that may negatively affect the safe working of the firearm.
- 9.2 The Contractor shall only provide firearms on written instruction from the JW Security Manager and only the number of firearms, as agreed with the JW Security Manager. Only firearms registered in the name of the Contractor shall be permitted on the Contract location or JW's sites.
- 9.3 Under no circumstances shall firearms belonging to another person or employee, for the provision of security services in terms of this extended agreement contract scope, be accepted and approved by JW.
- 9.4 The Contractor shall always ensure that the security personnel provided to JW in terms of this agreement are only issued with those types of firearms as are expressly agreed upon between the parties. Only the following types of firearms shall be.
- 9.5 The Contractor shall provide the number of firearms, as set out in the schedule of sites. A schedule of all contractors registered firearms must be included in the tender response.
- 9.6 The Contractor shall at all times ensure that firearms issued to its Security Officers in terms of these specifications are in a clean and working condition and are properly maintained at all times.
- 9.7 All provisions of the Firearms Control Act 60 of 2000, and Firearms Control Regulations, as amended, specifically regulation 21, must be strictly always adhered to.
- 9.8 The Contractor must conform with all requirements of the PSIRA Act applicable to firearms training. All officers authorized to utilize a firearm in the execution of their duties must be in possession of a valid:

### **SCOPE OF WORK**

9.9 Proficiency Certificate from a registered training service provider in the “Use of a Handgun”

9.10 Proficiency Certificate from a registered training service provider in the “Use of a Shotgun” SASSETA Learners Achievement Certificate in either handgun or shotgun

SAPS Competency Certificate Certified copies of these certificates must be submitted to the Municipality’s Head of Security prior to deployment.

- In terms of the Firearms Control Act a Security Officer may not be issued with a firearm without being in possession of a valid firearm authority permit, issued by the contractor in terms of Regulation 21(2) (f).
- A penalty will be levied, should Security Officers be found without a valid firearm authority permit. The contractor will at the same time be requested to remove the firearm immediately or issue the required permit.
- Only Pistols and 12 Bore shotguns (Pump-Action) are deemed suitable for the purpose of this tender and approved by JW’s Security Manager.
- Shotguns shall be fitted with proper slings / attachments. Proper holsters, compliant with the Firearms Control Act, issued by the contractor, shall be utilized for side arms.
- The Contractor’s firearms may not be stored for safekeeping purposes on Municipal premises.
- Security Officers may not have private firearms in their possession whilst on duty on JW premises. The following privately- owned firearm devices may not be in possession of Security Officers deployed in terms of this contract.
  - Replica firearms
  - Shock guns.
  - Pepper spray guns
  - Pellet guns
  - Any part of a firearm
  - Any other device, which may be regarded as a firearm, not approved by JW.
- JW reserves the right to inspect the Contractor’s premises and examine firearms issued to personnel who perform duties in terms of this contract.
- Continuation training in the form of practical shooting exercises must take place as per Regulation 21(2) (S) (viii) and the results made available to the JW’s Security Managers and when required.
- JW reserves the right to confirm any of the details or to verify the authenticity of information / certificates, required in terms of this section with the SAPS, SASSETA or any other relevant body.



## SCOPE OF WORK

- All firearm related incidents must be reported to the SAPS and JW (written statement).
- The Contractor to submit copy of the list of firearms from the SAPS Central Firearm Register Database and licences in the name of the company.

The following firearms are allowed by JW:

### SHOTGUNS: (12 BORE PUMP ACTION)

- Attis
- Beretta
- Browning
- CBC
- Musler
- Maverick
- Mossberg
- Remington
- Winchester N.B. Single shot shotguns shall not be acceptable.

### PISTOLS:

- Beretta
- Browning
- Colt
- Llama
- Glock
- Ruger
- Star
- CZ75 (9mm P)
- Taurus
- Vector
- Z88
- CZS3 (9mm K)
- Walther Smith & Wesson

A certificate of serviceability, which will be valid for at least twelve (12) months and shall be issued by a qualified gunsmith, shall accompany all firearms. Certificates shall be kept in a safe place on the Contractor's premises and made available to JW if requested thereto by JW.

All firearms used by the Contractor's employees at the Sites shall comply with the following specification:

## 10 MODIFICATIONS

Firearms shall not be modified in any way that will negatively affect the safety of the firearm.

### 10.1 Safety Catches

Safety devices fitted on firearms shall always be in a working condition and shall not be modified.

## SCOPE OF WORK

### 10.2 Sights

Sights fitted on firearms shall always be in a good condition.

### 10.3 Slings

Shotguns shall always be fitted with proper slings and attachments.

### 10.4 Triggers

Triggers shall be in always working order.

### 10.5 Trigger-guards

Trigger-guards shall always be intact.

### 10.6 Shotguns

Single shot shotguns are not acceptable.

The Contractor furthermore guarantees that it is the lawful owner of all firearms issued to its security personnel in terms of this agreement.

The Contractor shall always ensure that all firearms issued to its security personnel in terms of this agreement are in a clean and working condition and are properly maintained.

## 11 PERSONNEL EQUIPMENT

Security personnel must be in full Tactical Uniform and in possession of serviceable equipment specified by JW. In the absence of a specification, the following items will be required:

- Cellular phones
- Base radio/PTT
- Torches • Spotlight
- Tactical Bullet proof Ves. (Personal PPE, as per the tender 5.5)
- Tonfa
- Handcuffs
- Vehicles
- Pocketbook
- Wristwatch / ways om telling correct time.
- Pen
- Identification Card
- Firearm Competency Certificate
- Hand Radio/PTT
- Specified Firearm
- The requisite number of firearms and specification of firearms and rounds must always be present.
- The serviceable requisite number of specified equipment must always be with the Officers.
- Personal issue PPE

## SCOPE OF WORK

### 12 REPORTING CHANNELS

The following reporting channels must be adhered to: Specialised Tactical team Officers shall report all incidents and irregularities during their shifts to, firstly, JW Control Room, then to the Contractors Control Room JW officials at the site and the JW Security Operations Manager or the JW Senior Operations Manager; Make entries in sequence of events in the official Pocketbook and Occurrence Book of:

- Date and time reported on and off duty.
- All instructions received before the beginning of the shift.
- Tasks and duties (escorts completed) performed.
- Where they are posted.
- Hourly reports on status of situation at post.
- Irregularities encountered.

All registers must be complete, including but not limited to:

- Occurrence Book,
- Firearm register,
- Logbooks (Mobile patrol and Supervisors),
- Pocketbooks,
- Lost and found register,
- Incident reports (shootout) or any incident, etc.
- Vehicle check list registers (Depots and WWTW)

### 13 ADMINISTRATION

The Contractor will ensure that the Occurrence Book and as well as all registers required by JW are available at the Sites. When registers are replaced, all full registers will be handed to JW against signature of a receipt on behalf of JW. Registers in use will not be removed from any vehicle unless authorised by the JW Security Manager or a JW Security Operations Manager.

The Security Contractor has to ensure that it has sufficient spares for equipment at each vehicle for example, without limiting the generality hereof:

- Torch batteries
- Cellular phone batteries
- Hand radio batteries
- Globes for torches
- Registers
- Pens
- Hand radios.

Non-serviceable equipment will be replaced within the shift that it becomes unserviceable. Only equipment as specified in the Specifications and will be allowed inside vehicles.

### 14 Identification for purposes of this agreement shall constitute.

A standard Tactical Uniform, as approved by JW, an identity disc, tag, or other device as

## SCOPE OF WORK

approved by JW. (Means of identification)

### 15 The standard uniform shall consist of:

At least the following Tactical Uniform for both male and female security personnel: cap/beret, shirt, pants, socks, boots, belt, whistle, baton, handcuffs, bulletproof vest (Bullet proof vest is classified as personal PPE, and each individual in need of a bulletproof vest shall have his own vest for hygiene purposes). The Contractor's insignia and adequate clothing for protection against inclement or cold weather as and when required an identity disc, tag or other device prescribed by JW which shall at least contain the following information in respect of the Contractor's security personnel:

A recent colour photograph of the relevant security personnel member his/her full names, surname, and nick name. Identity number and grade; PSIRA Registration number and shall be displayed on the right-hand side pocket of the shirt whilst on duty.

### 16 The Contractor warrants and guarantees that:

- The security personnel's services shall be rendered and executed in a professional manner in accordance with the standards agreed upon between the parties and expected in the security industry.
- The security personnel shall, after completion of their formal training, have the expertise to execute their functions properly, regarding but not limited to:
- the execution of their service, including the legal aspects thereof, the use, handling of firearms.
- All the security personnel provided by the Contractor to JW in terms of this agreement and of whom it is a specific requirement to be issued with a firearm, shall at least once every six (06) months receive competency retraining with such firearm. The results of any such training shall be made available to JW in writing forthwith on being issued. This will be at the contractor's cost. This is subject to regulations by the Firearms Control Act.
- The Contractor shall ensure that all Supervisors and Site Managers have a formal written training and development programs for all security personnel in the employ of the Contractor and provided in terms of this agreement.
- Although the security personnel provided in terms of this agreement shall observe JW's regulations, rules operating methods and procedures while providing the services under this agreement, they shall always continue to be employees of the Contractor.
- The Contractor undertakes that it shall, as soon as is practically possible before the Commencement Date, make the relevant provisions of this agreement known to all members of the security personnel provided in terms hereof.
- The Contractor acknowledges that JW shall always during the term of this agreement be entitled to monitor the Contractor's services, or cause them to be monitored, without prior notice to the Contractor.

## 17 CONDITIONS OF CONTRACT

## SCOPE OF WORK

The Contractor shall acquaint itself with any relevant wage regulating measures, and/or statutory enactment which may be in force, or which may be contemplated, affecting conditions of employment during the term of the agreement and shall give effect to the provisions of any such wage regulating measure and/or statutory enactment as they come into force.

The conditions contained in any agreement or mutual agreement mentioned in the definition of wage regulation measure shall be binding upon the Contractor whether it is a party to such agreement or mutual arrangement.

Where any wage regulating measure or statutory enactment in operation at the commencement date ceases to apply before the completion of the agreement and not be extended or substituted by another wage regulating measure, or statutory enactment, the Contractor shall continue to conform to the conditions of employment laid down in such lapsed wage regulating measure,

Salaries payable by the Contractor to its security personnel shall at no stage be less than those prescribed by any applicable wage determination in the 20.4 security industry, or in the absence thereof, in terms of the last applicable wage determination.

Whenever called upon to do so by JW, the Contractor shall produce proof to the satisfaction of JW of the wages/salaries of the various grades of security personnel employed by it and that all wages/salaries due to its security personnel have been paid.

The Contractor shall on or before the Commencement date provide JW with certified copies of its current grievance and disciplinary procedures.

## 18 SERVICE LEVELS

18.1 The Specialised Security Tactical service is required to be continuous throughout the duty periods and the Contractor must therefore ensure that replacements are timeously provided for any of its personnel being absent for whatever reason.

18.2 The Contractor shall replace Security Officers, as and when required by either the Contract Company or on request of JW, reasons of which will be disclosed at the time.

18.3 The Security Officer taking the first shift must report for duty at the stipulated time of commencement of duty and must remain at his / her post until duly relieved or until the end of his / her shift when no reliever is required.

18.4 Should an Officer abandon his / her post without a proper relief (where applicable) the said Officer may be requested not to be deployed at any JW Sites in the future. Furthermore, a penalty will be levied equal to the quoted security cost per shift. The Officer must immediately be replaced with another Officer of equal grade by the contractor.

18.5 Sleeping on duty is not permitted or acceptable all Security Officers shall remain totally alert throughout their shifts.

18.6 An Occurrence Book/Notebook, where applicable, will be provided by the Contractor wherein every Security Officer is to sign on duty when reporting for duty, inserting his/her

## **SCOPE OF WORK**

name, identity number, PSIRA number, grade, and time of reporting for duty. At the completion of a shift, the same Officer shall "sign off duty" in the book by inserting his/her name, signature, and the time at which he/she reports off duty or was relieved (if applicable) by another Security Officer.

18.7 Defacing / removal of pages in any Occurrence Book or Pocket Book or any other register utilised in the execution of duties is not permitted and will result in a stipulated penalty being levied against the Company. The Occurrence or Notebook or any other security related documentation will always remain the sole property of JW and may not be removed from such JW premises or Response vehicle, unless authorised by the JW's Security Manager or his / her representative or nominee.

18.8 The Contractor will be responsible to ensure that Security Officers are well acquainted with the requirements of the security specifics. It will thus be necessary for Supervisors

/ Managers to have a high competency level to understanding and interpret SOP's and be familiar with locality layouts and operations. SOP's / officer duties will be drawn up in respect of each security functional area of responsibility. Such orders shall be readily available, and contractors will be responsible for instructing their personnel accordingly.

18.9 The following Code of Ethics is applicable to the Contractor and his / her staff and should be read in conjunction with the PSIRA Code of Conduct, Code of Ethics for Security Officers

"In my capacity as a Security Officer contracted to prevent report and deter crime, I pledge:

- To protect life and property, prevent and reduce crime committed against JW property, assets, and staff, to which will be assigned.
- Abide by all PSIRA legislation.
- To carry out my duties with honesty and integrity and to maintain the highest moral principles,
- To discharge my duties faithfully, diligently, and dependably, and to uphold the by-laws, policies, and procedures of JW and that which protect the rights of others.
- To discharge my duties truthfully, accurately, and prudently without interference of personal feelings, prejudices animosities or friendships to influence my judgments.
- To report any violations of law or rule or regulation immediately to my supervisors.
- To respect and protect information considered confidential and privileged by my employer or the Municipality.
- To cooperate with all recognized and responsible law enforcement agencies within their jurisdiction.
- To accept no compensation, commission, gratuity, or other advantage without the knowledge and consent of my employer.
- To always conduct myself professionally, and to perform my duties in a manner that reflects credit upon myself, my employer, the security profession, and JW".

## **19 PENALTIES**

In terms of clause 11 of the General Conditions of Contract JW is entitled to levy penalties, deductible from any amounts due to the Contractor for any of the occurrences referred to below:

### SCOPE OF WORK

- 19.1 In the event of a Specialised Security Tactical Officer being posted without a firearm or not in working order or without the necessary ammunition, protective gear or without a holster or without a firearm licence, or permit or authorisation issued in terms of the Firearms Control Act No 60 of 2000 or an unarmed Specialised Tactical Officer being posted in place of the armed Specialised Tactical Officer, a penalty shall be imposed by JW.
- 19.2 Grade B Specialised Security Tactical Officer will be required for the Escort Services. Should it at any time during the term of this agreement or at any time, thereafter, be determined that ungraded security personnel or personnel of a lower grade than required by JW or with inadequate training or no training at all were or are being utilized, a penalty will be issued, and a letter will be issued to the contractor as a warning that they are in breach of contract.
- 19.3 Provided, all overpayments made to the Contractor shall forthwith be recovered from the time the lower grade or untrained security personnel was/were supplied and the matter shall then furthermore, should the agreement still be in force, be dealt with in terms of Service Level Agreement.
- 19.4 In the event of Specialized Tactical Officer provided without standard required equipment or without the standard equipment being clean or in working order, or in the event of Johannesburg Water Security personnel or any other Johannesburg Water Staff member find problems as related in the penalty chart below, a penalty will be issued according to the following table: Chart illustrates penalties that will be issued to the Security Service Provider that is providing Specialized Tactical Services and breaches as indicated is found.
- 19.5 Should the Contractor fail to provide additional resources and/or services required, within the specified time frames, it shall be liable to JW for a penalty of R2000.00 for each one (1) hour or portion thereof such additional resources and/or services is delayed. This will be the case irrespective of whether the cause of such delay is in the control of the Contractor or not.



## SCOPE OF WORK

### 20 REPORTING OF INCIDENTS AND WEEKLY REPORTS

- 20.1. All incidents or accidents involving the death of or injury to any person including any criminal offence committed involving JW staff member or Contractor during an escort, shall forthwith be reported to the local police station and JW within two (2) hours after it has come to the attention of the Contractor. A detailed written report of all such incidents shall be presented to JW within twelve (12) hours after the occurrence of the said incident or accident. A penalty will be issued should the contractor fail to provide a full report in the given time frame. A list of names and telephone numbers of JW's controlling officers to whom the said incidents or accidents shall be reported will be made available to the Contractor on or before the Commencement date.
- 20.2 Salient details of all incidents occurring on JW's premises shall be recorded immediately after the occurrence thereof in the occurrence book. Books for this purpose shall be made available by the Contractor at its own cost for the premises and shall remain available for inspection by JW at any time in a prearranged office or enclosure on the premises. The pages of the occurrence book shall be numbered consecutively by the Contractor when implemented, and no pages shall be removed by any person for any reason whatsoever.
- 20.4 A weekly detailed written report in respect of the premises shall be submitted to JW's Security Section every Thursday morning before 08:00am. A weekly meeting will be held every week, subject to agreement upon awarding of the contract between contractors and JW.
- 20.5 Manager, Security Section or JW Security Operations Manager on or before the first working day of the following week. The report shall include full details of any accident or incidents which occurred during the preceding week, reports as may be requested by JW in the duty list, details of routine inspection visits, and any other information relating to the security situation on the premises.
- 20.6 Notwithstanding anything to the contrary, JW may also, should it deem it necessary, request the Contractor to submit a detailed written report in respect of any incident/s (including shooting incident reports) or accident/s after it has occurred on during an escort of a JW Staff member or Contractor.
- 21 The respective minimum legislative framework and not restricted to any other legislation:
- **Occupational Health and Safety Act 85 of 1993**
  - **Firearm control Act 60 of 2000**
  - **Firearms Control Regulations, 2004**
  - **PSIRA Act 56 of 2001**
  - **Criminal Procedure Act 51 of 1977**
  - **Control of Access to Public Premises and vehicle Act 53 of 1985**
  - **Critical Infrastructure Protection Act 8 of 2019**
  - **Constitution of South Africa ACT 108 OF 1996**



## SCOPE OF WORK

### Regions consist of the following:

Region 1 (North region)	Tactical Response
	Armoured vehicle
Region 2 (central)	Tactical Response
Region 3 (South Region)	Tactical Response
	Armoured vehicles
Region 4 (Deep South Region)	Tactical Response
Region 5 (head office)	Escort vehicles for all Johannesburg Water related requirements e.g cut-offs which will be based at head office.
	Public order crowd control management as and when required
	Close Protection as and when required
	Unmarked motorcade as and when required

## 14. Evaluation

The tender will be evaluated and adjudicated in terms of the Municipal Finance Management Act (MFMA), Preferential Procurement Policy Framework Act, 2000, relevant Supply Chain Management Policy of Johannesburg Water (JW) and applicable Regulations.

### Summary of Evaluation Stages:

STAGE 1: MANDATORY EVALUATION	STAGE 2: ADMINISTRATIVE EVALUATION	STAGE 3: FUNCTIONAL EVALUATION	STAGE 4: PREFERENCE EVALUATION
<p>Tenderer to submit all mandatory requirements under this Stage. These are criterion scored as 'pass/fail' or 'yes/no' during the evaluation process.</p> <p>A "fail" or "no" will lead to the tenderer being disqualified and may not be considered for further evaluation or award.</p>	<p>These are the applicable Municipal Bidding Documents (MBD) that the tenderer's duly authorized representative must fully complete and sign and provide administrative documents such as director's and company's municipal statement or valid lease agreements which must be valid and submitted before tender award. Should the MBD authority to sign and other administrative documents not be submitted or be incomplete, the tenderer will be given three (3) days to submit or complete them after receiving a request in writing from JW, should the tenderer not comply with requirement, the tenderer may be disqualified, and may will be considered for award.</p>	<p>Tenderers are required to achieve a minimum qualifying score as stated in the tender document to proceed to next stage. Tenderers are required to submit the required documentary evidence which will clearly enable the bid evaluation committee to evaluate as per criteria requirements. Tenderers are encouraged to complete the provided forms in full and not to write "See attached or Refer to another part of the tender submission" where information is provided.</p>	<p>The tender will be evaluated on the 80/20 or the 90/10 preference points system according to the award strategy. The Specific Goals for the tender will be stated in MBD 6.1. In MBD 6.1, the tenderer must indicate how many points they are claiming for each Specific Goal and must submit all the required supporting documentation for the points to be verified and awarded by JW. The BEC will evaluate the submitted supporting documentation and confirm Specific Goal points claimed by the tenderer. Specific goals to be allocated by the BEC will depend on verification documentation submitted.</p> <p>Only tenderers that have completed and signed MBD6.1 and submitted applicable verification documents will be allocated Specific Goal points claimed for preferencing.</p>

**1. Stage 1: Mandatory Evaluation Criteria:**

NO.	MANDATORY CRITERIA	YES
1.	Compulsory briefing session	YES
2.	Signed and Completed Pricing Schedule as per award and or allocation strategy	YES
3.	PSIRA Registration Valid Certified company/ director(s) PSIRA registration certificate to be provided by the tenderer	YES
4.	Control Room operating on 24-hours basis daily. Tenderer to provide proof of address confirming existence of such facility (Lease agreement or proof of ownership documents to be submitted).	YES
5	A copy of valid letter of Good Standing from PSIRA	YES
6	Certified copy of company firearm licences Contractor to submit stamped list from SAPS Central Firearm Database Register	YES
7	Contractor to submit ICASA Frequency Communication Licence under the name of the company or a letter of lease agreement signed by both parties from reputable supplier with the name of the company	YES
8	Contractor to submit proof of ownership of operational patrol vehicles Proof of ownership should be in form of vehicle licences in the name of the company if applicable.	YES
9	Proof of vehicle finance from respective financial service providers if applicable	YES
10.	Bidders must submit stamped Bank Rating letter from credible Banking Institution to justify credit risk, required Grade A Grade B	YES

**NB: Certificates required to be certified should not be more than 90 days of the closing date.  
Bidders who fail to comply with the above mandatory requirement will be disqualified.**

**2. Stage 2: Administrative Evaluation Criteria:**

NO.	REFERENCE TO TENDER DOCUMENT	DESCRIPTION	REQUIREMENT
1.	Annexure	Certificate of Authority or Board Resolution Letter granting authority to sign	Complete and submit
2.	MBD 1	Invitation to Bid Form	Completed and signed MBD 1 Form.
3.	CSD	Central Supplier Database Registration	Provide proof of CSD registration. Complete MAAA number on cover page or copy of CSD report.
4	MBD 3.1	Pricing Schedule – Firm Prices (Purchases)	Completed MBD 3.1 Form.
5.	MBD 4	Declaration of Interest	Completed and signed MBD 4 Form.

### EVALUATION

6.	MBD 5	Declaration of Procurement Above R10m (All Applicable Taxes Included)	Completed and signed MBD 5 Form.
7.	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Completed and signed MBD 6.1 Form.
8.	MBD 8	Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed MBD 8 Form.
9.	MBD 9.	Certificate of Independent Bid Determination	Completed and signed MBD 9 Form.
10.	Annexure – Proof of Specific Goals	Refer to documents listed in 4.3 verification documents to be submitted with the tender document	Submit applicable documentation with the tender submission – If not submitted with the tender document points for Specific Goals won't be allocated.
11.	Annexure	Municipal Rates and Taxes for the Tenderer - Current municipal rates for the entity not in arrears by more than 90 days. If leasing/renting, submitted copy of valid lease agreement where premises are rented OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to Municipal Accounts document	Submit applicable documentation with the tender submission
12.	Annexure	Municipal Rates and Taxes - Current municipal rates for the directors of the entity not in arrears by than 90 days. If leasing/renting, submitted copy of valid lease agreement where premises are rented OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to Municipal Accounts document.	Submit applicable documentation with the tender submission
13.	Annexure	Occupational Health and Safety Declaration form – if applicable	Occupational Health and Safety Declaration form – if applicable

### EVALUATION

14.	Annexure	Joint Venture, Consortium, or equivalent agreement– if applicable.	Joint Venture, Consortium, or equivalent agreement signed showing
			percentage ownership of parties – if applicable.

**Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals, and MBD 6.2 Local Production and Content.**

**Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.**

**If locality is a specific goal in MBD6.1 – the requested documentation may not be used to allocate points for specific goals.**

## EVALUATION

### 3.Stage 3 Functionality Evaluation Criteria:

The total Weighting is 100 and the Minimum Qualifying Score is 75.

The following aspects will be considered during the functional evaluation:

#### Part A for region 1 to 4

CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
1.	<b>Tenderer's Experience</b> with respect to Provision of Specialised Tactical Response Service, armoured vehicle.	Supporting documents required include: <ul style="list-style-type: none"> <li>Contactable Reference Letters or</li> <li>References on client letterhead.</li> </ul> <b>NB:</b> Contactable reference letter must be completed by the referee/previous client of the tenderer and included in the tender submission. Alternatively, the Clients letterhead may be provided if it complies with the functional requirements. A separate form must be completed for each reference as a requirement in the evaluation criteria. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including. blacklisting in participating in any future government tenders	<b>Years of Experience in respect to Provision of Specialised Tactical Response Service, armoured vehicles.</b>	60	
			No experience or less than 2 years' experience		0
			2years experience but less than 5 years' experience		45
			5 Years' experience and more		60

## EVALUATION

2.	Tenderer's Experience Values of the security services projects.	Supporting documents required include: <ul style="list-style-type: none"><li>Contactable Reference Letters or</li><li>References on client letterhead.</li></ul> <b>NB:</b> Contactable reference letter must be completed by the referee/previous client of the tenderer and included in the tender submission. Alternatively, the Clients letterhead may be provided if it complies with the functional requirements. A separate form must be completed for each reference as a requirement in the evaluation criteria. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including. blacklisting in participating in any future government tenders	Values of the contract	40	
			R 0 – R 14 999 999.99		15
			R 45 000 000 – R59 999 999.99		30
			R 60 000 000 and above		40
MINIMUM QUALIFYING SCORE					75
TOTAL					100
THE TENDERER MUST ACHIEVE THE MINIMUM OF 75 POINTS ON PART A IN ORDER TO BE CONSIDERED FOR FURTHER EVALUATION ON SITE VISIT (PART B)					

## EVALUATION

### Part A for region 5

CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
1.	<b>Tenderer's Experience</b> with respect to Provision of Escort vehicles, public order crowd control management, Close Protection.	Supporting documents required include: <ul style="list-style-type: none"> <li>Contactable Reference Letters or</li> <li>References on client letterhead.</li> </ul> <b>NB:</b> Contactable reference letter must be completed by the referee/previous client of the tenderer and included in the tender submission. Alternatively, the Clients letterhead may be provided if it complies with the functional requirements. A separate form must be completed for each reference as a requirement in the evaluation criteria. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including. blacklisting in participating in any future government tenders	<b>Years of Experience in respect to Provision of Escort vehicles, public order crowd control management, Close Protection.</b> No experience or less than 2 years' experience 2 year experience but less than 5 years' experience 5 Years' experience and more	50	
					0
					37.5
					50
2.	KEY personnel X 2 crowd control officers	The Tenderer is required to submit a CV for their crowd control officers. CVs should be accompanied by Certified copy of the following: <ul style="list-style-type: none"> <li>Valid PSIRA Grade B</li> <li>Riot and Crowd control management training certificate.</li> <li>SA ID</li> </ul> Note: Tenderer may provide cv template or their own CVs, but information provided should contain all information as per the template.	<b>crowd control officer's experience</b> No experience for each or less than 1 year experience At least 1 year experience each 3 years' experience each and more	20	
					0
					15
					20



## EVALUATION

CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
3	Key personnel X 1 close protector	The Tenderer is required to submit a CV for their Close Protector. CVs should be accompanied by Certified copy of the following: <ul style="list-style-type: none"><li>Valid PSIRA Grade A</li><li>Matric Certificate</li><li>Close Protection certificate</li><li>SA ID</li></ul> Note: Tenderer may provide cv template or their own CVs, but information provided should contain all information as per the template.	Close protector's experience	15	
			No experience or less than 1 year experience		0
			1 year experience but less than 2 years' experience		11.25
			2 years' experience and more		15
4.	Key personnel X 1 principal/motorcade driver protector	The Tenderer is required to submit a CV for their driver protector. CVs should be accompanied by Certified copy of the following: <ul style="list-style-type: none"><li>Valid PSIRA Grade A</li><li>Matric Certificate</li><li>Professional driver permits (PDP)</li><li>Advanced Driving certificate</li><li>Close Protection certificate</li><li>SA ID</li></ul> Note: Tenderer may provide cv template or their own CVs, but information provided should contain all information as per the template.	Driver protector's experience	15	
			No experience or less than 1 year experience		0
			1 year experience but less than 2 years' experience		11.25
			2 years' experience and more		15
MINIMUM QUALIFYING SCORE					75
TOTAL					100

## EVALUATION

**Note:** It is the Tenderer's responsibility to ensure that the Contactable Reference is contactable. A reference check with the Tenderer's reference will be done for the Tenderers that have scored the minimum qualifying score. The Contactable Reference will have 5 working days from time of request by Johannesburg Water to confirm, in writing, the information on the Contactable Reference letter. Failure to confirm the reference by the Tenderer's reference contact within the stipulated time will result in the points for contactable reference not being allocated to the Tenderer.

### PART B

Criteria No.	Criteria	Site inspection	Points Allocation	Compliant with all requirements (Yes/No)
4.	Compliance to the technical specification of site visit. Tenderers will be subjected to a site visit.	<p>Bidders that meet the minimum qualifying score in part A will be evaluated further to site visit. The site visit will be evaluated, based on the check list for the technical requirement for compulsory site inspection.</p> <p>On site visit to the service provider's control room, the items listed on the attached checklist must be made available for inspection.</p>	Tenderer to comply with all requirements for the site visit in order to proceed further in the evaluation.	Compliant with requirements: (Yes/No)

Below is the check list for the technical requirement for compulsory site inspection

# SITE VISIT CHECKLIST

The service provider should have a managed operational office and control room within the boundary of Gauteng.

Description.	Tick to indicate availability.	
	YES	NO
<b>NB!! One sample per item must be made available on the day of the inspection for 1-6</b>		
1. Combat Uniform and rain wear. <ul style="list-style-type: none"> <li>• Combat Shirt</li> <li>• Combat trouser.</li> <li>• Bulletproof vest (Level 2 front and back multi pouch vest)</li> <li>• Boots (Full Grain Leather/1550 Nylon upper)</li> <li>• Combat Belt (57mm Wide, Metal Buckles, Nylon webbing)</li> <li>• Raincoats</li> </ul>		
2. Security Control Room The contractor must have PSIRA/ SAIDSA (South African intruder detection services Association approved/functioning control room conforming to the following: <ul style="list-style-type: none"> <li>• It must be a separate room, office or building, specifically adapted and designed to serve as a dedicated control room for that function only.</li> <li>• It must be manned on a 24-hour basis by a trained bilingual operator.</li> </ul> It must be equipped with: <ul style="list-style-type: none"> <li>• A working telephone and email system, to facilitate communication with the Johannesburg water security control room and response offices in the field.</li> <li>• An electronic/online Occurrence Book, for the purpose of recording entries, including irregularities, as and when reported by the Johannesburg water's representative to the contractor.</li> <li>• A vehicle tracking and frequency communication tracking system for mobile radios.</li> </ul>		

## EVALUATION

<ul style="list-style-type: none"> <li>An appointed Armourer authorised to issue firearm and managing of safe/vault.</li> </ul>		
<p>3. Firearm and holster (License/documentation)</p> <ul style="list-style-type: none"> <li>100% of valid firearms competency certificate of Armed Guards.</li> <li>Regulation 21 compliance course certificate (obtained within 12 months of the Tender advert).</li> <li>Proof of required number of licenced readily available firearms to service the JW contract, license should indicate that it is for security services provider (Licenses for training purpose <b>Are NOT Accepted</b>)</li> <li>Details of the firearm ownership must be presented for verification.</li> </ul>		
<p>4. Handheld radios (radios test to be conducted and must be functioning.</p>		
<p>5. Registers (Occurrence book, pocketbook, firearm register)</p>		
<p>The vehicles to be dedicated for a JW (tenderer to produce documentation for at least 50% for the vehicles to be dedicated to a JW this must be aligned with the proposed sites by the tenderer). Tenderer to provide proof of vehicle registration and road worthy documentation. In instance where the tender will be hiring the vehicles, they must provide letter of support. Documentation should include 50%of valid driver's license for vehicle operations.</p> <p><b>note on letter of support for hired vehicle.</b></p> <ul style="list-style-type: none"> <li>The letter must be on the letterhead of the organisation that the tender is hiring the vehicles from</li> <li>Indicate the full details and extent of the support.</li> </ul>		

Tenderer who are unable to meet all the requirement will not be considered and all tenders who meet the requirement will be evaluated further.

#### 4. Stage 4 Price and Preference Points Evaluation:

##### 4.1 Pricing

The following aspects will be considered in the financial offer:

- a) Costing for all items as described in the Pricing Schedule and applicable Strategies Review of financial offer and discrepancies between total and calculations.
- b) Identify any parameters that may have a bearing on the financial offer, e.g., contract period, price escalations or adjustments required and life cycle costs.
- c) The tender will be evaluated on the 80/20 or 90/10 preference system.

Refer to Pricing Schedule to complete the pricing.

##### 4.2 The maximum preference points for this bid are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	100

##### Specific Goals

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, 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.

Specific goals may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.

##### Race:

- I. Ownership by black people
- II. Black Designated Group:

Ownership by black people that are unemployed

## EVALUATION

- Ownership by black people who are youth
- Ownership by black people living in rural or underdeveloped areas or townships
- Ownership by black people with disabilities
- Ownership by black people who are military veterans
- Cooperative owned by black people

### Gender:

- III. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender are women. Ownership by persons that are classified as female or women according to the Department of Home Affairs of South African.

### Disability:

- IV. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability are disabled persons.

Reconstruction and Development Programme (RDP) objectives as published in Government Gazette No. 16085 dated 23 November 1994 i.e.,

### Local Manufacture:

- I. Promotion of procurement of locally manufactured goods in South Africa to promote job creation in light of the high unemployment rate in South Africa which has a greater impact previously disadvantaged individuals and black youth.

### Locality:

- I. Promotion of procurement from local business in the geographical areas that JW operate in. This is also directed at creating employment in the areas JW operate in. The BSC may allocate points as follows:
  - Promotion of enterprises located in the Gauteng Province
  - Promotion of enterprises located in a specific region within COJ (the 7 regions. A to G)
  - Promotion of enterprises located in the City of Johannesburg municipality
  - Promotion of enterprises located rural or underdeveloped areas or townships.

### QSE

- I. Promotion of procurement from QSE's that are black owned.

### EME:

- I. Promotion of procurement from EME's that are black own.

### SUB-CONTRACTING:

Promotion of sub-contracting to a company owned by Historically Disadvantaged Individuals (HDI) individuals.

### JOINT VENTURE, CONSORTIUM OR EQUIVALENT:

## EVALUATION

For Joint Venture Agreements, Consortiums or equivalent, the agreement must show percentages of ownership and work to be completed by each party. This agreement must form part of the tender submission.

To determine the Joint Venture, Consortium or equivalent score for specific goals, JW will look at the consolidated BBBEE certificate to determine the points for specific goals that will be awarded to the tenderer. If a consolidated BBBEE certificate is not submitted, the parties to the joint venture, consortium or equivalent must submit their individual BBBEE certificates issued by a SANAS accredited verification agency or the documents listed below on 4.4 and the joint venture, consortium or equivalent agreement in order for JW to determine the proportional points for specific goals.

Documentation to be provided:

- JV, Consortium, or equivalent agreement
- Consolidated BBBEE certificate issued by an SANAS accredited verification agency. Certificate must be valid
- JV, Consortium, or equivalent agreement to contain percentage ownership which will be used to determine the proportional points for specific goals.

**Table Specific Goals 1:**

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)
Business owned by 51% or more- <b>Women</b>		
Businesses located within COJ municipality.		

## EVALUATION

### 4.3 The following verification documents must be submitted with the tender document:

SPECIFIC GOALS – ANY ONE OR A COMBINATION OF ANY	MEANS OF VERIFICATION THAT MAY BE SELECTED OR A COMBINATION THEREOF
Business owned by 51% or more- <b>Women</b>	<ul style="list-style-type: none"> <li>Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR</li> <li>CIPC registration document showing percentage of ownership and share certificate where applicable</li> </ul>
Businesses located within the boundaries of a region in COJ, COJ municipality or in Gauteng province	<ul style="list-style-type: none"> <li>Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.</li> </ul>

### 4.4 The following are the requirements for the Sworn Affidavit in terms of the BBBEE Sector Codes of Good Practise:

Affidavit Prescribed Formats	Category	Financial Threshold
<b>Generic Enterprises</b>		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
<b>Sector Specific Enterprises</b>		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
<b>Construction Sector Code</b>		
	EME Contractor	Less than R3m
	BO EME BEP	Less than R1.8m
<b>Financial Sector Code</b>		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
<b>Information Communication Technology Sector Code (ICT)</b>		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
<b>Marketing, Advertising &amp; Communication Sector Code (MAC)</b>		
> Public Relations	BO QSE	Between R5m and R10m
> Marketing, Advertising & Communications	BO EME	Less than R5m
<b>Property Sector Code</b>		
> Service-based	BO QSE	Between R5m and R10m
	EME	Less than R5m
> Agency-based	BO QSE	Between R2.5m and R35m
> Asset-based	EME	Less than R2.5m
	BO QSE	Between R80m and R400m
<b>Tourism Sector Code</b>		
	BO QSE	Between R5m and R45m
	BO EME	Less than R5m
<b>Specialised Enterprises</b>		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m

### 4.5 Requirements for a valid BBBEE Certificate



- a) Copy of a certified valid BBBEE certificate (Only Valid BBBEE certificate must be accredited by SANAS) or valid Sworn Affidavit issued by the DTIC or the CIPC or in a similar format complying with commissioner of oath Act.
- b) Bidders who do NOT qualify as EME's and QSE's as outlined in 4.4, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
- c) Bidders who fail to submit a certified copy of their valid B-BBEE certificate or valid sworn affidavit or valid DTI / CIPC B-BBEE certificate will score zero points for specific goals.

Valid Sworn Affidavits or certified copies of B-BBEE Certificate must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963. **i.e.**

- (i) The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).
- (ii) Below the deponent's signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration.
- (iii) The COA shall sign the declaration and print his full name and business address below his signature; and state his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio.
- (iv) Copy of certified copies will not be accepted.

N.B. A tenderer failing to submit proof of specific goals claimed as per 4.3 will not be disqualified but will be allocated zero points for specific goals and will be allocated points for pricing.

#### 4.6 Award and Allocation Strategy:

AWARD STRATEGY	Objective Criteria
	<p>To ensure operational and financial stability, as well as the continuity of services in the event of strikes or disruptions,</p> <p>Johannesburg Water reserve the right to utilize the service providers from other regions if one fails to perform in their appointed region. The allocation strategy incorporates the following risk.</p> <p>mitigation measures:</p> <ol style="list-style-type: none"> <li>1. <b>Risk Management:</b> <ul style="list-style-type: none"> <li>○ Financial and operational sustainability of service providers.</li> <li>○ Measures to mitigate risks such as strikes and shutdowns at sites where the service provider is unable to meet its obligations.</li> </ul> </li> <li>2. <b>Preference Ranking:</b> <ul style="list-style-type: none"> <li>○ Johannesburg Water (JW) intends to award to the highest preference-ranking tenderers per region based on <b>Price</b> and <b>Specific Goals</b> as outlined in the tender.</li> </ul> </li> </ol>

## EVALUATION

- JW reserves the right to appoint more than one service provider to minimize risks and ensure service continuity.

### 3. Price Negotiations:

- JW may negotiate pricing with the preferred bidder(s) to align with **PSIRA rates** and the National Bargaining Council for the Private Security Sector (Government Gazette).

## Allocation Framework

### 1. Primary Allocation Objective:

- The intention is to award contracts to **different service providers per region** to foster competitive service delivery and minimize dependency on a single provider.

### 2. Preferred Region Selection:

- Tenderers are required to rank their preferred regions (1-5) in the **Pricing Data** section of their submission.
- Awards will be based on the price and specific goals rankings. (price and preference).

## In the Event a Single Bidder is the highest bidder in Multiple Regions:

- JW will decide on the allocation of regions based on:
  - Proven operational capacity (**Human Resources, Vehicles and Equipment, firearms** capability).
- To mitigate risks, the following minimum requirements will apply if a tenderer is considered for more than one region:
  - **At least 50% of operational vehicles** required for the regions must be available and verified.
  - **100% of firearms** necessary for the contract must be confirmed and compliant.
- If a tenderer scores highest in **all regions**, JW will:
  - Initially award one **region** to the tenderer.
  - Conduct an capacity assessment (**Human Resources, Vehicles and Equipment, firearms** capability) to confirm the tenderer's capacity to handle multiple regions without compromising service delivery.

## Fallback Allocation Strategy:

## EVALUATION

- If it is not possible to award a different service provider for each region:
  - JW reserves the right to allocate more than one region to the same tenderer, subject to the capacity evaluation outlined Below (assessment criteria).
  - If the highest-ranking tenderer fails to meet the stated requirements, JW reserves the right to award the region(s) to the next highest-ranking tenderer who satisfies the capacity (**Human Resources, Vehicles and Equipment, firearms** capability).

### Risk Mitigation Measures:

#### Comprehensive Capacity Assessments Before Awarding More Than One Region to a Single Service Provider

- **Purpose:**  
To ensure that service providers have the resources, infrastructure, and operational capacity to manage multiple regions effectively without compromising service quality.
- **Assessment Criteria:**
  - **Human Resources:**
    - 1 Manager with at least 5 years of experience within Security Industry.
    - 2 supervisors with at least 3 years of experience within Security Industry.
  - **Vehicles and Equipment:** Confirm the availability of operational vehicles, firearms, and other critical tools required for the security services. For example:
    - At least **50% of the operational vehicles** required for the combined regions must be verified as follows:
      - 2 Regions- At least **50%**
      - 3 Regions - At least **60%**
      - 4 Regions - At least **80%**
      - 5 Regions - At least **90%**
    - **Total number of required firearms** must meet contractual and legal compliance.
  - **Management Capability and Previous Experience**

## EVALUATION

- Evaluate the company's ability to manage and oversee operations across multiple locations.
  - Assess historical performance in managing similar and multiple contracts concurrently (current projects of two years and above will be considered.)

## ALLOCATION STRATEGY

### Objective Criteria

To ensure operational and financial stability, as well as the continuity of services in the event of strikes or disruptions,

Johannesburg water reserve the right to utilize the service providers from other regions if one fails to perform in their appointed region.

Please refer to award strategy.

## 15. Pricing Instructions

### General Pricing Instructions:

- a) All price(s) shall exclude Value Added Tax at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended. VAT will be shown separately on the Pricing Schedule/s and included in the total.
- b) All price(s) tendered shall include the cost of all insurances, services, labour, equipment, materials, etc. and be the net price after all unconditional discounts and settlement discount have been deducted. The net price/s shall be without any extra or additional charges to JW whatsoever.
- c) A firm price tender will be required for the duration of the contract, for tender evaluation and budgeting purposes.
- d) Should the contract be based on firm prices, no adjustment of prices will be made for the duration of the contract.
- e) Should the contract be based on non-firm prices, price adjustment request including supporting documentation must be sent to JW at least 30 days before agreed adjustment interval. The agreed formula in the Pricing Adjustment formula will form the basis of the negotiation.
- f) Unconditional discounts will be taken into account for evaluation purposes, but conditional discounts will not be taken into account for evaluation purposes.
- g) Estimated quantities provided in the Scope of Work are purely for evaluation purposes only and does not provide any indication of the required quantities of product/s for the duration of the contract by JW and does not provide any guarantee to the contractor whatsoever in terms of quantities required. Pricing for any additional work that may arise on the project, outside of the defined Scope of Works, will be as per price in the pricing schedule of additional work, but written approval will still be required before any additional work is carried out by the Service Provider.
- h) All pricing quoted in the Pricing Schedule/s shall be in South African Rand (ZAR) and rounded off to two decimals.
- i) The Pricing Schedule has to be completed in black ink and the Tenderer is referred to the Acknowledgement of Bid Conditions in regard to arithmetical errors and alterations, and the handling thereof.
- j) Time based fees shall be calculated by multiplying the provided unit cost rate with the actual time spent by the applicable personnel in rendering the service required by the Employer.
- k) Lump sum prices or rates shall not be adjustable with regard to changes in the law for the duration of the Contract Period of Performance.
- l) The Service Provider shall pay all taxes, duties, fees, levies and other impositions without separate reimbursement by the Employer.
- m) All activities or tasks shall be invoiced on a monthly basis, based on work successfully completed and accepted by the Employer.
- n) Any changes to the pricing schedule on the issued tender document will result in elimination, the Tenderer can however indicate in the qualifications any alternatives that they might want to offer.
- o) For non-firm prices, index/indices that will be applicable for the bid and anniversary dates thereof will be provided in the tender document and must be used by the bidder to calculate their bid to enable JW to compare like for like. The tenderer must apply at least one month before the interval date as stated in the tender document by sending a Request for Pricing adjustment together with all the supporting documentation and source data to the JW representative. The Request for Price adjustment is a request and may be negotiated with the bidder by JW.
- p) Pricing in full for rates-based rates contract, the tenderer must price for year 1, year 2 and year 3.

### Alterations

#### The evaluation on price alteration will be conducted as follows:

Where the tender award strategy is to evaluate and award per item or category, the following must apply:

- (i) If there is an alteration on the rate but no alteration on the total for the item or category,

### PRICING DATA

- the bidder will not be disqualified
- (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.

Where the tender award strategy is to evaluate and award total bid offer, the following must apply:

- (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.
- (ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.
- (iii) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender.

Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:

- (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified.

**NOTE:** Failure to adhere to the pricing instructions may lead to your tender being disqualified.

### ESTIMATED QUANTITIES PROVIDED

The quantities provided in the tender are only estimates and do not constitute a guaranteed commitment to the Tenderer. The contract awarded to the successful service provider will be structured as a rates-based agreement, where payments will be made on a per-unit basis rather than a fixed total quantity. The contracted rates will be all-inclusive, covering all associated costs. The inclusion of estimated quantities in the tender document serves solely for evaluation and comparative analysis purposes and does not represent a commitment to procure those exact quantities. Since the contract is rates-based, the actual quantities procured will depend on operational needs and demand fluctuations over the contract period.

## PRICING DATA

### 16. Pricing Schedule

The Service Provider shall only claim rates / fees payable in terms of the pricing schedule below:

**Note:**

- Bidders must comply with Minimum Wage Rates in accordance with National Minimum Wage Act 9 of 2018 as reflects on annual Government Gazette specifically on Security related work.
- Prices to this contract are subject to sectoral determination annual price adjustment (applicable to wages only).

#### REGION 1: North Region

Table 1. Financial Year 1

ITEM DESCRIPTION	SHIFT	QUANTITY	Year 1		Year 2		Year 3	
			RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH
Grade B: Armed Guard	Day/Night Shift	20						
Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication (GSM) and tracking	Day/Night Shift	5						
Hand Radios	Day/Night Shift	5						
Rechargeable Maglight/Torch	Day/Night Shift	5						



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### PRICING DATA

Set of Handcuffs	Day/Night Shift	20						
Handguns/Firearms	Day/Night Shift	10						
Occurrence Register	Day/Night Shift	5						
Pepper Sprays	Day/Night Shift	20						
Complete Tactical Bullet Proof Vest	Day/Night Shift	20						
Security Vehicle Spotlight	Day/Night Shift	5						
<b>Total per year Exclude VAT</b>								
<b>Total for 3 years Exclude VAT</b>								
<b>VAT @ 15%</b>								
<b>Total for 3 years Include VAT</b>								



## PRICING DATA

### Armoured Vehicles

ITEM DESCRIPTION	SHIFT	QUANTIT Y	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH	Year 1		Year 2		Year 3	
					RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH
Grade B: Armed	Day/Night Shift	16								
M5/4 Level B6 Double Cab armoured vehicles	Day/Night Shift	4								
With Radio communication (GSM)										
Hand Radios	Day/Night Shift	4								
Rechargeable Maglight/Torch	Day/Night Shift	4								
Set of Handcuffs	Day/Night Shift	16								
Firearm with replacement magazines	Day/Night Shift	8								
Riffles with replacement magazines	Day/Night Shift	16								



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# PRICING DATA

Pepper Sprays	Day/Night Shift	16						
Occurrence Register	Day/Night Shift	4						
Complete Tactical Uniform with Bullet Proof Vest	Day/Night Shift	16						
<b>Total Exclude VAT</b>								
<b>Total for 3 years Exclude VAT</b>								
<b>VAT @ 15%</b>								
<b>Total for 3 years Include VAT</b>								

## PRICING DATA

### REGION 2: Central Region

ITEM DESCRIPTION	SHIFT	QUANTITY	Year 1		Year 2		Year 3	
			RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH
Grade B: Armed Guard	Day/Night Shift	24						
Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication (GSM) and tracking	Day/Night Shift	6						
Hand Radios	Day/Night Shift	6						
Rechargeable Maglight/Torch	Day/Night Shift	6						
Set of Handcuffs	Day/Night Shift	24						
Handguns/Firearms	Day/Night Shift	12						



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### PRICING DATA



Occurrence Register	Day/Night Shift	6						
Pepper Sprays	Day/Night Shift	24						
Complete Tactical Bullet Proof Vest	Day/Night Shift	24						
Security Vehicle Spotlight	Day/Night Shift	6						
<b>Total per year Exclude VAT</b>								
<b>Total for 3 years Exclude VAT</b>								
<b>VAT @ 15%</b>								
<b>Total for 3 years Include VAT</b>								

## PRICING DATA

### REGION 3: South Region

Table 1. Financial Year 1

Year 1					Year 2		Year3	
ITEM DESCRIPTION	SHIFT	QUANTITY	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH
Grade B: Armed Guard	Day/Night Shift	28						
Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication (GSM) and tracking	Day/Night Shift	7						
Hand Radios	Day/Night Shift	7						
Rechargeable Maglight/Torch	Day/Night Shift	7						
Set of Handcuffs	Day/Night Shift	28						



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### PRICING DATA

Handguns/Firearms	Day/Night Shift	14						
Occurrence Register	Day/Night Shift	7						
Pepper Sprays	Day/Night Shift	28						
Complete Tactical Bullet Proof Vest	Day/Night Shift	28						
Security Vehicle Spotlight	Day/Night Shift	7						
<b>Total per year Exclude VAT</b>								
<b>Total for 3 years Exclude VAT</b>								
<b>VAT @ 15%</b>								
<b>Total for 3 years Include VAT</b>								

**PRICING DATA**

ITEM DESCRIPTION	SHIFT	QUANTIT Y	RATE PER MONTH PER UNIT	Year 1	Year 2		Year 3	
				TOTAL PRICE PER MONTH	RATE PER MONTHS PER UNIT	TOTAL PRICE PER MONTH	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH
Grade B: Armed	Day/Night Shift	16						
M5/4 Level B6 Double Cab armoured vehicles	Day/Night Shift	4						
With Radio communication (GSM)								
Hand Radios	Day/Night Shift	4						
Rechargeable Maglight/Torch	Day/Night Shift	4						
Set of Handcuffs	Day/Night Shift	16						
Firearm with replacement magazines	Day/Night Shift	8						
Riffles with replacement	Day/Night Shift	16						



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### PRICING DATA

magazines								
Pepper Sprays	Day/Night Shift	16						
Occurrence Register	Day/Night Shift	4						
Complete Tactical Uniform with Bullet Proof Vest	Day/Night Shift	16						
<b>Total per year Exclude VAT</b>								
<b>Total for 3 years Exclude VAT</b>								
<b>VAT @ 15%</b>								
<b>Total for 3 years Include VAT</b>								

### REGION 4: South Deep Region

		Year 1			Year 2		Year 3	
ITEM DESCRIPTION	SHIFT	QUANTIT Y	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH
Grade B: Armed Guard	Day/Night Shift	16						
Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication	Day/Night Shift	4						





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## PRICING DATA

(GSM) and tracking								
Hand Radios	Day/Night Shift	4						
Rechargeable Maglight/Torch	Day/Night Shift	4						
Set of Handcuffs	Day/Night Shift	16						
Handguns/Firearms	Day/Night Shift	8						
Occurrence Register	Day/Night Shift	4						
Pepper Sprays	Day/Night Shift	16						
Complete Tactical Bullet Proof Vest	Day/Night Shift	16						
Security Vehicle Spotlight	Day/Night Shift	4						
<b>Total per year Exclude VAT</b>								
<b>Total for 3 years Exclude VAT</b>								
<b>VAT @ 15%</b>								
<b>Total for 3 years Include VAT</b>								

## PRICING DATA

### Region 5 Escort vehicles for all JHB Water

ITEM DESCRIPTION	SHIFT	QUANTITY	Year 1		Year 2		Year 3	
			RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH	RATE PER MONTH PER UNIT	TOTAL PRICE PER MONTH
Grade B: Armed	Day Shift	32						
Grade B :Armed	Night Shift	4						
Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication (GSM) and tracking	Day Shift	8						
Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication	Night Shift	2						



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## PRICING DATA

(GSM) and tracking								
Rechargeable Maglight/Torch	Day Shift	4						
Set of Handcuffs	Day Shift	32						
Set of Handcuffs	Night Shift	4						
Firearm	Day Shift	16						
Occurrence Register	Day Shift	8						
Firearm	Night Shift	4						
Complete Tactical Uniform with Bullet Proof Vest	Day Shift	32						
Complete Tactical Uniform with Bullet Proof Vest	Night Shift	4						
Security Vehicle Spotlight	Night Shift	4						
<b>Total per year Exclude VAT</b>								

### PRICING DATA

Total for 3 years Exclude VAT	
VAT @ 15%	
Total for 3 years Include VAT	

**NB:** The quantities provided in the tender are only estimates and do not constitute a guaranteed commitment to the Tenderer. The contract awarded to the successful service provider will be structured as a rates-based agreement, where payments will be made on a per-unit basis rather than a fixed total quantity. The contracted rates will be all-inclusive, covering all associated costs. The inclusion of estimated quantities in the tender document serves solely for evaluation and comparative analysis purposes and does not represent a commitment to procure those exact quantities. Since the contract is rates-based, the actual quantities procured will depend on operational needs and demand fluctuations over the contract period.

Year 1					Year 2		Year 3	
ITEM DESCRIPTION	SHIFT	QUANTITY	RATE PER DAY	TOTAL PER 24 TIMES A YEAR	RATE PER DAY	TOTAL PER 24 TIMES A YEAR	RATE PER DAY	TOTAL PER 24 TIMES A YEAR
Grade B: Armed	Day Shift	16						
16-Seater Marked Combi with Radio Communication	Day Shift	1						
Full set of riot equipment's [stun grenades, smoke	Day Shift	16						



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## PRICING DATA

grenades, stun guns and smoke grenades, Teargas, riot shields and pump action /shot guns with full loaded rubber bullets belts								
Complete Tactical Uniforms with Bullet Proof Vests	Day Shift	16						
<b>Total for 3 years Exclude VAT</b>								
<b>VAT @ 15%</b>								
<b>Total for 3 years Include VAT</b>								

## PRICING

## DATA

**NB:** The quantities provided in the tender are only estimates and do not constitute a guaranteed commitment to the Tenderer. The contract awarded to the successful service provider will be structured as a rates-based agreement, where payments will be made on a per-unit basis rather than a fixed total quantity. The contracted rates will be all-inclusive, covering all associated costs. The inclusion of estimated quantities in the tender document serves solely for evaluation and comparative analysis purposes and does not represent a commitment to procure those exact quantities. Since the contract is rates-based, the actual quantities procured will depend on operational needs and demand fluctuations over the contract period.

**Close Protection (as and when required) service will be required 60 times a year.**

ITEM DESCRIPTION	SHIFT	QUANTITY	Year 1		Year 2		Year 3	
			RATE PER DAY	TOTAL PER 60 TIMES A YEAR	RATE PER DAY	TOTAL PER 60 TIMES A YEAR	RATE PER DAY	TOTAL PER 60 TIMES A YEAR
Grade A Armed Close Protector	Day Shift	1						
Grade A Armed principal protector driver	Day Shift	1						
Firearm with replacement magazines	Day Shift	1						
Covert Bullet Proof vest	Day Shift	1						
Sedan vehicles Category: A 1.0 to 1.4 engine capacity	Day Shift	1						
Sedan vehicles Category: B 1.6 to 1.8 engine capacity	Day Shift	1						
SUV Category: C 2.0 to 3.0 engine capacity	Day Shift	1						



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## PRICING DATA



Total for 3 years Exclude VAT	
VAT @ 15%	
Total for 3 years Include VAT	

SIGNATURE(S) OF AUTHORIZED PERSON .....

NAME OF BIDDER .....

NAME OF AUTHORIZED PERSON IN BLOCK LETTERS .....

BID NUMBER: .....

## CONTACTABLE REFERENCE

### 17. Contactable Reference Letter

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the tender **JW CHR 002/24 PROVISION OF SPECIALISED TACTICAL RESPONSE SERVICE, AMOURED VEHICLE, ESCORT SERVICES, CROWD CONTROL AND CLOSE PROTECTION SERVICES AS AND WHEN REQUIRED AS WELL AS AD- HOC SERVICES FOR THE PERIOD OF 36 MONTHS.**

**Name of tenderer:** .....

**Description of goods / services provided (Scope of Work)**

.....  
.....  
.....

**Date of goods / services provided**

**Start date:** ...../...../.....

**End date:** ...../...../.....

**Value of Contract:** .....

**Was their performance satisfactory?**

**Yes / No\***

**Signature:** ..... **Date:** .....

**Telephone:** ..... **Email:** .....

**Name of Client** .....

**Name of Authorised Person**.....

*NB: This document must be completed in full by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Failure to adhere to this requirement will result in such tender being prejudiced.  
Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.*



## CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the tender **JW CHR 002/24 PROVISION OF SPECIALISED TACTICAL RESPONSE SERVICE, AMOURED VEHICLE, ESCORT SERVICES, CROWD CONTROL AND CLOSE PROTECTION SERVICES AS AND WHEN REQUIRED AS WELL AS AD- HOC SERVICES FOR THE PERIOD OF 36 MONTHS.**

Name of tenderer: .....

Description of goods / services provided (Scope of Work)

.....  
.....  
.....

Date of goods / services provided

Start date: ...../...../.....

End date: ...../...../.....

Value of Contract: .....

Was their performance satisfactory?

Yes / No\*

Signature: ..... Date: .....

Telephone: ..... Email: .....

Name of Client .....

Name of Authorised Person .....

*NB: This document must be completed in full by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Failure to adhere to this requirement will result in such tender being prejudiced.*

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Name of tenderer: .....

### Description of goods / services provided (Scope of Work)

.....  
.....  
.....

### Date of goods / services provided

Start date: ...../...../.....

End date: ...../...../.....

Value of Contract: .....

Was their performance satisfactory?

Yes / No\*

Signature: ..... Date: .....

Telephone: ..... Email: .....

Name of Client .....

Name of Authorised Person .....

*NB: This document must be completed in full by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Failure to adhere to this requirement will result in such tender being prejudiced.*

*Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.*



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## CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender **JW CHR 002/24 PROVISION OF SPECIALISED TACTICAL RESPONSE SERVICE, AMOURED VEHICLE, ESCORT SERVICES, CROWD CONTROL AND CLOSE PROTECTION SERVICES AS AND WHEN REQUIRED AS WELL AS AD- HOC SERVICES FOR THE PERIOD OF 36 MONTHS.**

Name of tenderer: .....

### Description of goods / services provided (Scope of Work)

.....  
.....  
.....

### Date of goods / services provided

Start date: ...../...../.....

End date: ...../...../.....

Value of Contract: .....

Was their performance satisfactory?

Yes / No\*

Signature: ..... Date: .....

Telephone: ..... Email: .....

Name of Client .....

Name of Authorised Person .....

*NB: This document must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Failure to adhere to this requirement will result in such tender being prejudiced.*

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## CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender **JW CHR 002/24 PROVISION OF SPECIALISED TACTICAL RESPONSE SERVICE, AMOURED VEHICLE, ESCORT SERVICES, CROWD CONTROL AND CLOSE PROTECTION SERVICES AS AND WHEN REQUIRED AS WELL AS AD- HOC SERVICES FOR THE PERIOD OF 36 MONTHS.**

Name of tenderer: .....

Description of goods / services provided (Scope of Work)

.....  
.....  
.....

Date of goods / services provided

Start date: ...../...../.....

End date: ...../...../.....

Value of Contract: .....

Was their performance satisfactory?

Yes / No\*

Signature: ..... Date: .....

Telephone: ..... Email: .....

Name of Client .....

Name of Authorised Person .....

*NB: This document must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Failure to adhere to this requirement will result in such tender being prejudiced.*

*Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.*

## Curriculum Vitae

Page 109 of 134



## Curriculum Vitae

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
<b>Professional Registration Number:</b>		
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Total Months Relevant Experience:</b>
<b><u>Employment Record:</u></b>		
<b><u>Experience Record Pertinent to Required service:</u></b>		
<b>START DATE dd month year</b>	<b>End DATE dd month year</b>	<b>ROLE WHICH PROVES RELEVANT EXPERIENCE</b>

### Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
Signature of person named in the schedule

.....  
Date





**19. Special Conditions:**

**DEFINITIONS OF GENERAL CONDITIONS OF CONTRACT**

Clause 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place. To be removed.

**SPECIAL CONDITIONS**

**GENERAL NB**

The attention of the tenderer is drawn to the fact that General Conditions of Contract shall apply, where applicable, to this contract.

**1. DEFINITIONS:**

1.1 That "Johannesburg Water (SOC) Ltd" shall herein after being referred to as "JW".

1.2 The "Managing Director" shall mean the Managing Director: Johannesburg Water (SOC) Ltd or his authorised representative.

1.3 "Vat" shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.

1.4 That "PSIRA" - Private Security Industry Regulatory Authority of which registration is required as a security service provider.

1.5 That "Ad-Hoc- Coverage" A period as stipulated by the JW's Security Manager during which a security service is provided at a specific site and/or of a specific nature.

1.6 That " Contractor" - The tenderers whose tenders have been accepted by JW and shall include the tenderer's legal personal representatives, heirs, successors, and assigns.

**2. PRICE:**

2.1 That "Standard Operating Procedures" (SOP) - A set of instructions covering those features of operations which lend themselves to a definite or standardized procedure without loss of effectiveness. The procedure is applicable unless ordered otherwise.

2.2 All price(s) tendered shall include the cost of all insurances, services, labour, equipment materials, etc. and be the net price after all discounts and settlement discount have been deducted. The net price/s shall be without any extra or additional charges to JW whatsoever.

2.3 A firm price tender will be preferred for the duration of the contract, for tender evaluation and budgeting purposes. Should a non-firm price be offered, the precise details of the price variables must be supplied on a separate addendum.

**3 SURETY BOND:**

No surety bond shall be required in terms of this contract.

**4. COMPLIANCE**

**4.1 COMPLIANCE WITH LEGISLATION AND SPECIFICATION:**

### **SPECIAL CONDITIONS**

The Service Provider shall comply with all Municipal By-laws, and any other Laws, Regulations or Ordinances and shall give all notices and pay all fees required by the provisions of such By-laws and Regulations specified therein.

4.2. The Service Provider shall comply with all the requirements prescribed in the specification.

4.3 The contractor shall provide written proof of Registration of its Security Officers with Private Security Industry Regulation Authority and shall always submit an updated list of its officers with proof when requested

4.4 The contractor shall provide written proof of Registration of his/her Company with Private Security Industry Regulation Authority, upon submitting the Tender Response SAFETY.

### **25 5.EMPLOYMENT OF LABOUR:**

The Contractor will be responsible for compliance with the provisions of all legislation governing the employment of Supervisors and Security Officers on JW sites / locations, including leave pay, sick leave, levies, workmen's compensation, unemployment insurance, etc. and in every other respect will fully comply with the provisions of the Basic Conditions of Employment Act, 1983 and the Wages Act 1957, Wage Determination for the Area concerned, as amended. The Contractor will particularly enforce the limitations placed upon hours of work including lunch breaks, as required by current legislation.

Without derogation from the generality of Clause 5.1, or from any other provision of this contract, the Service Provider shall at all times during the contract, comply in all respects with the safety and other requirements of the Occupational Health and Safety Act 85 of 1993 and the regulations applicable hereunder. The Service Provider must ensure that all relevant legislation is complied with in the employment of labour. The Contractor will be responsible for compliance with the provisions of all legislation governing the employment of Supervisors and Security Officers on JW sites / locations, including leave pay, sick leave, levies, workmen's compensation, unemployment insurance, etc. and in every other respect will fully comply with the provisions of the Basic Conditions of Employment Act, 1983 and the Wages Act 1957, Wage Determination for the Area concerned, as amended. The Contractor will particularly enforce the limitations placed upon hours of work including lunch breaks, as required by current legislation.

### **26 6.INSURANCE AND INDEMNIFICATION:**

6.1 In addition to any insurance required to be held by the Service Provider in terms of the Contract in terms of the Occupational Injuries and Diseases Act no. 130 of 1993, the Service Provider must be fully insured against all accidents, loss or damage arising out of the conditions or operation of the vehicles or execution of any work including all third-party risks. The Service Provider hereby indemnifies and agrees to keep indemnified throughout the period of the contract JW against all claims by third parties or the Service Provider's own employees resulting from the operations carried out by the Service Provider under this contract.

6.2 A current certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be furnished by the Service Provider within 21 days of notification of acceptance of the tender.

### **SPECIAL CONDITIONS**

6.3 The Service Provider shall be liable for any damages or injury of whatever nature caused directly or indirectly because of his operations, to any of JW's or Municipal Government or Private Property or to his own vehicles and personnel.

6.4 Copies of such insurances and indemnifications must be supplied to JW within 21 days of notification of acceptance of the tender.

The Contractor shall be liable for and indemnify JW against claims, suits, demands, or costs whatsoever arising from any injury or death to any person or damage or loss to any property sustained because of any action by the contractor's personnel whilst employed by the JW for the duration of the Contract. Where JW has suffered any loss or damage in respect of its plant,

Copies that must be supplied to JW within 21 days of notification of acceptance of the tender.

- Certified copy a valid Unemployment Insurance Fund (UIF)
- Certified copy Valid Compensation of injury Diseases Act (COIDA)
- A Certified copy of valid letter of good standing from the Private Security Sector Provident Fund. (PSSPF) or equivalent provident fund.
- A R 10 million minimum liability insurance cover that must be valid at the date of tender closure or A letter of intent from an insurance company for cover of minimum R10 million .In the case of a consortium or joint -venture submit R 10 million minimum professional indemnity insurance cover of the leading partner or A letter of intent from an insurance company for cover of minimum R10 million (cover should include but not limited to loss of asset ,injuries ,theft and vandalism of assets ) should the requested professional indemnity cover or letter of intent from insurance company not be submitted and /or the minimum is below R10 million such bid will not be evaluated further or not be considered.

## **27 REMEDIES, BREACH, WHOLE AGREEMENT, WAIVER, VARIATION AND INDULGENCES**

**7.1** If the Service Provider or any person employed or associated with him or in the case of a Company, a Director or shareholder or person also associated with such Company, either directly or indirectly gives or offers to give any gratuity, reward or commission or other bribe to any person in the employ of JW this contract shall be avoidable at the instance of JW.

**7.2** If the Service Provider has not complied with the Managing Director's requirements or if he is in breach of any of the Conditions of this contract and:

7.2.1 Fails to remedy such breach within 14 (fourteen) days of receipt of written notice requiring it to do so (or if not reasonably possible to remedy the breach within 14 (fourteen) days), within such further period as may be reasonable in the circumstances, provided that the Service Provider furnishes evidence within the period of 14 (fourteen) days reasonably satisfactory to JW, that it has taken whatever steps are available to it to commence remedying the breach), then the JW shall be entitled, without notice and in addition to any other remedy available to it at law or under this agreement, including obtaining an interdict, to cancel this agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to JW's right to claim damages.

### **SPECIAL CONDITIONS**

7.2.2 Should JW elect to cancel the contract then and in such instance a certificate presented by the Managing Director of JW shall constitute proof of the Service Provider's indebtedness to JW.

7.3 This agreement constitutes the entire agreement between the parties relating to the matter hereof.

7.4 No amendment or consensual cancellation of this agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any dispute arising under this agreement and no extension of the time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension, which is so given or made, shall be strictly construed as relating to the matter in respect whereof it was made or given.

### **28 DISPUTES:**

8.1 In the event of any dispute arising between JW and the Service Provider in connection with or arising out of the contract, it shall be referred to the Managing Director of JW who shall state his decision in writing and give notice of the same to the Service Provider within 28 days of the dispute having been submitted to the Managing Director of JW. Such decision shall be binding upon the Service Provider subject to clause.

8.2 Should the Service Provider be dissatisfied with the decision of the Managing Director he/she may, within 28 days after receiving notice of such decision, require that the issue or issues be referred to a single arbitrator to be agreed upon between the parties or, failing agreement, to be nominated by the Chairman of the Association of Arbitrators and any such reference shall be deemed to be submission to the arbitration of a single arbitrator in terms of the Arbitration Act, 1965. The award of the arbitrator shall be final and binding on both parties.

8.3 Not later than one week after receipt of notice calling for arbitration, JW may give notice to the Service Provider that the dispute or disputes be settled by Court of Law having jurisdiction.

### **29 SCOPE OF CONTRACT:**

The Specialised Security Tactical Officers will inter alia escort all JW staff, internal contractors and perform armed response functions to all Specialised and Non-Specialised sites:

- JW Laboratory technicians that go out to remote areas for water sampling
- JW Meter readers to all areas as per schedule
- JW Contractors to all areas as per schedule
- JW standby staff as per schedule
- Armed response duties to all JW Sites.
  - Supply of armoured vehicle and trained personnel to assist in extraction of JW employees in emergency situations.
  - Provide Crowd control management and close protection services.

### **30 DURATION:**

The tenure of the contract shall be with effect from the date of signing the contract for a period of thirty-six (36) months.

**31 TENDER VALIDITY:**

The Tender shall be valid for a period of ninety (90) days from the date of closing of Tenders.

**32 ADJUDICATION OF TENDERS:**

The highest, lowest or any tender will not necessarily be accepted by JW. JW reserves the right to adjudicate the Tender to JW's best interest and it is not necessarily intended to award the Contract to only one Service Provider. The scope of supply will be split between Service Providers.

**33 ACCEPTANCE OF TENDER:**

A valid and binding contract shall be concluded at the time when the Service Provider receives an official appointment letter and sign letter of acceptance at the offices of JW after the Service Provider where he/she will enter into a contract with JW with the term and conditions packaged in this document.

- 34 COMPLETENES:** Failure by the tenderer to complete in full the required information regarding their proposal will render the tender liable to rejection on the grounds of being incomplete.

**35 PENALTIES FOR FAILURE TO DELIVER**

In the event of a Specialised Security Tactical Officer being posted without a firearm or not in working order or without the necessary ammunition, protective gear or without a holster or without a firearm licence or permit or authorisation issued in terms of the Firearms Control Act No 60 of 2000-armed Specialised Tactical Officer being posted in place of the armed Specialised Tactical Officer, a penalty shall be imposed by JW.

Grade B Specialized Tactical Officer will be required for the Escort Services. Should it be that at any time during the term of this agreement or at any time thereafter, be determined that ungraded security personnel or personnel of a lower grade than required by JW or with inadequate training or no training at all were or are being utilized, a penalty will be issued and a letter will be issued to the contractor as a warning that they are in breach of contract.

Provided, all overpayments made to the Contractor shall forthwith be recovered from the time the lower grade or untrained security personnel was/were supplied and the matter shall then furthermore, should the agreement still be in force, be dealt with in terms of clause 20 of the Terms and Conditions of Contract.

In the event of Specialized Tactical Officer provided without standard required equipment or without the standard equipment being clean or in working order, or in the event of

Johannesburg Water Security personnel or any other Johannesburg Water Staff member find problems as related in the penalty chart below, a penalty will be issued according to the following table: Chart illustrates penalties that will be issued to the Security Service Provider that is providing Specialized Tactical Services and breaches as indicated is found: (see chart attached)

## **22 DURATION OF CONTRACT:**

The tenure of the contract shall be with effect from the date of signing the contract for a period of thirty-six (36) months. The Tender shall be valid for a period of ninety (90) days from the date of closing of Tenders. The highest, lowest or any tender will not necessarily be accepted by JW. JW reserves the right to adjudicate the Tender to JW's best interest and it is not necessarily intended to award the Contract to only one Service Provider.



## SPECIAL CONDITIONS

### 23 ADJUDICATION OF TENDERS

The scope of supply may be split between Service Providers. A valid and binding contract shall be concluded at the time when the Service Provider receives an official appointment letter and sign letter of acceptance at the offices of JW after the Service Provider where he/she will enter a contract with JW with the term and conditions packaged in this document. Failure by the tenderer to complete in full the required information regarding their proposal will render the tender liable to rejection on the grounds of being incomplete.

### 24 PENALTIES:

In terms of clause 11 of the General Conditions of Contract JW is entitled to levy penalties, deductible from any amounts due to the Contractor for any of the occurrences referred to below:

In terms of clause 11 of the General Conditions of Contract JW is entitled to levy penalties, deductible from any amounts due to the Contractor for any of the occurrences referred to below:

In the event of a Specialised Security Tactical Officer being posted without a firearm or not in working order or without the necessary ammunition, protective gear or without a holster or without a firearm licence or permit or authorisation issued in terms of the Firearms Control Act No 60 of 2000 or a required information regarding their proposal will render the tender liable to rejection on the grounds of being incomplete.

In terms of clause 11 of the General Conditions of Contract JW is entitled to levy penalties, deductible from any amounts due to the Contractor for any of unarmed Specialised Tactical

Officer being posted in place of the armed Specialised Tactical Officer; a penalty shall be imposed by JW. Grade B Specialized Tactical Officer will be required for the Escort Services. Should it be that at any time during the term of this agreement or at any time thereafter, be determined that ungraded security personnel or personnel of a lower grade than required by JW or with inadequate training or no training at all were or are being utilized, a penalty will be issued and a letter will be issued to the contractor as a warning that they are in breach of contract. Provided, all overpayments made to the Contractor shall forthwith be recovered from the time the lower grade or untrained security personnel was/were supplied and the matter shall then furthermore, should the agreement still be in force, be dealt with in terms of clause 20 of the Terms and Conditions of Contract.

In the event of Specialized Tactical Officer provided without standard required equipment or without the standard equipment being clean or in working order, or in the event of Johannesburg Water Security personnel or any other Johannesburg Water Staff member find problems as related in the penalty chart below, a penalty will be issued according to the following table: Chart illustrates penalties that will be issued to the Security Service Provider that is providing Specialized Tactical Services and breaches as indicated is found: **(see chart attached)**

Any additional information may be obtained from Manager: Security on 011 688 1846 or Ayanda [Myathaza@jwater.co.za](mailto:Myathaza@jwater.co.za).

#### Penalty chart

Items	Penalty: Year One	Penalty: Year Two	Penalty: Year Three
Pen, means of telling the time, Registers not kept up to date or written out ahead of time, e.g., Occurrence Books, Pocket Book	R 500, 00 per shift	R 550, 00 per shift	R 600, 00 per shift

### SPECIAL CONDITIONS

Uniform or part of standard uniform which includes ID Cards, Handcuffs, Batons	R 500,00 per shift	R 550, 00 per shift	R 600,00 per shift
Uniform or part of standard uniform which includes ID Cards, Handcuffs, Batons the working condition of equipment.	R 500,00 per shift	R 550, 00 per shift	R 600,00 per shift
Base Radio, PTT and or Portable Radios as well as Cellular Phones not in a working condition. Specialised Tactical Services provider to ensure the working condition of equipment.	R 700,00 per shift	R 750,00 per shift	R 800,00 per shift
Firearms related issues.	R 2000,00 per S/O on shift	R 2050,00 per S/O on shift	R 2100,00 per S/O on shift
No Occurrence Book and pocketbook	R 700,00 per shift	R 750,00 per shift	R 800,00 per shift
Area Supervisors and Specialised Tactical Services vehicles not in a working condition/ Service provider to ensure the working condition of all vehicles	R 4000,00 per shift	R 4050,00 per shift	R 4100,00 per shift
Site Supervisors, Area Supervisor Specialised Tactical officers that are unable to use the vehicle due to it not been in a working condition will be seen as not performing their duties	R 4000,00 per shift	R 4050,00 per shift	R 4100,00 per shift
Specialised Tactical officers found self-posting, not on site, deserting there point of duty or sleeping while on duty	R 4000,00 per shift	R 4050,00 per shift	R 4100,00 per shift
Specialised Tactical officers found making use of heaters or stove plates while on site	R 1500,00 per shift	R 1550,00 per shift	R 1600,00 per shift
Specialised Tactical officers that have been found making illegal electrical connections on any JW site.	R 1500,00 per shift	R 1550,00 per shift	R 1600,00 per shift
Specialized Tactical officers not completing their escort duties.	R 4000, 00 per incident	R 4050,00 incident	R 4100,00 incident
Failing to provide incident reports and weekly reports	R 4000, 00 per 24-hour shift	R 4050, 00 per 24-hour shift	R 4100, 00 per 24-hour shift

The amount of each penalty will increase every 12 months by a ten percent.

### Performance Monitoring to Ensure Adherence to Contract Terms

- **Purpose:**  
To continuously track and evaluate the service provider's performance to ensure compliance with contractual obligations.



## SPECIAL CONDITIONS

- **Monitoring Mechanisms:**

- **Regular Reporting:** Require weekly or monthly reports from the service provider detailing service delivery performance metrics.
- **Site Audits:** Conduct routine and unannounced inspections of the regions managed by the service provider to verify compliance with the agreed scope of work.
- **Key Performance Indicators (KPIs):** Measure against predefined KPIs such as response times, incident management, and staff attendance rates.
- **Feedback Mechanism:** Incorporate user feedback from each region to identify issues early and implement corrective measures.

### NOTICE:

19.1 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and may be given in one or more of the following manners: -

19.1.1 Sent by prepaid registered post (by airmail if appropriate) in an envelope correctly addressed to it at an address chosen as its domicilium citandi et executandi to which post it is delivered, in which event such notice shall be deemed to have been received on the 7. th (seventh) business day after posting (unless the contrary is proved); or

19.2.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executant in which event such notice shall be deemed to have been received on the day of delivery; or Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its domicillium citandi et executandi

## 20. General Conditions of Contract

### TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

**1. Definitions** 1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be

## GENERAL CONDITIONS OF CONTRACT

manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means Delict

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## 2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

**4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## GENERAL CONDITIONS OF CONTRACT

### 5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### 6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier develops documentation / projects for the municipal owned entity (MOE), the MOE shall retain ownership of any written opinion, advice, presentation or other deliverable that the supplier produces for the MOE in its tangible form on payment of all fees due, owing and payable to the supplier. The ownership of the intellectual property rights in the services, products of the services and the methodology and technology used to perform the services and all its working papers shall be retained by the supplier.

### 7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

### 8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall

## GENERAL CONDITIONS OF CONTRACT

itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

### 9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

### 10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

### 11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

### 12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

### 13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed



## GENERAL CONDITIONS OF CONTRACT

by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

### 14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### 15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payment shall be made within 30 days of receipt of the supplier statement, provided the statement submitted is correct and submitted to Johannesburg Water before the end of the month. The invoice for which payment is required must be correct, must be reflected on the statement referred to above and also be submitted by no later than the end of the month.

16.4 Payment will be made in Rands unless otherwise stipulated.

## **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## **18. Variation in contractual hours**

18.1 In the event that work to be performed in terms of this contract be completed in less than the envisaged time, or in the event that the duration of such work exceeds the envisaged time pursuant to the approval by JW of an exception report referred to in clause 8 of the Scope of Work, the rate per hour payable to the contractor shall remain the same.

**19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC



## GENERAL CONDITIONS OF CONTRACT

### Clause 23.

#### **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to

GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters.

When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of

restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

#### **24. Antidumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect

## GENERAL CONDITIONS OF CONTRACT

of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

### 25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### 26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

### 27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

### 28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## GENERAL CONDITIONS OF CONTRACT

### 29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

### 30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

**31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### 32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### 33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

### 34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### 35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Revised May 2013

## BANKING DETAILS FOR EFT

### 21. Banking Details for Electronic Funds Transfer

#### Requirements

- All fields below must be completed and only **the completed original authorised form will be accepted**. (Faxed and emailed copies are not accepted).
- This form must be accompanied by an original **cancelled cheque** or an **original signed and stamped letter from your bank** (date must be not older than 3 months). Alternatively this form can be stamped by your bank.

<b>Supplier Name</b>	
<b>Contact Person</b>	
<b>Email Address</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	

#### Bank Information

<b>Name of Payee</b> (Must be the same as your supplier name)	
<b>Name of Bank</b>	
<b>Account Number</b>	
<b>Branch Code</b> -(to be confirmed with your bank for EFT payments)	
<b>Branch Name</b>	
<b>Reference (if applicable)</b>	

In the event my tender is successful, I hereby authorize Johannesburg Water SOC Ltd, to make all payments by EFT into the above bank account and I have attached the required documents as requested. I have the authority to provide and authorize the above information on behalf of the corporation/organization/payee.

#### Authorized representative of supplier

**Name & Surname:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature** : \_\_\_\_\_ **Designation** \_\_\_\_\_

## **22. JW POPIA Privacy Statement.**

In terms of the Protection of Personal Information Act, 213 (Act 4 of 2013), also called the POPI Act or POPIA, Johannesburg Water SOC Limited, undertakes all reasonable measures to protect personal information and to keep it private and confidential.

### **1. Privacy Notice applies to:**

Suppliers, vendors, contractors, service providers, etc whether appointed or prospective.

### **2. Definitions of personal information**

According to the Act “personal information” means information relating to an identifiable living, natural person, and where it is applicable, an identifiable, existing juristic person. All addresses including residential, postal and email addresses.

### **3. About the Public Entity**

Johannesburg Water (SOC) Limited, registration number 2000/029271/30

#### **3.1 The information we collect**

We collect information directly from you where you provide us with your personal details. Where possible, we will inform you what information you are required to provide to us and what information is optional.

#### **3.2 How Johannesburg Water use your information**

We will use your personal information only for the purposes for which it was collected and agreed with you. For example: to gather contact information, to confirm and verify your identity, for the evaluation and adjudication of bids and quotations for tenders, request for quotations, and other personal information for the procurement of goods and services by the Entity.

#### **3.3 Disclosure of information**

We may disclose your personal information to our Shareholder, the City of Johannesburg, and other Government agencies such as National Treasury, and the Auditor-General of South Africa. We have agreements in place to ensure that they comply with the privacy requirements as required by the Protection of Personal Information Act.

We may also disclose your information:

- Where we have a duty or a right to disclose in terms of law;
- Where we believe it is necessary to protect our rights.

#### **3.4 Information Security**

We are legally obliged to provide adequate protection for the personal information we hold and to stop unauthorised access and use of personal information. We will, on an ongoing basis, continue to review our security controls and related processes to ensure that your personal information remains secure.

When we contract with third parties, we impose appropriate security, privacy and confidentiality obligations on them to ensure that personal information that we remain responsible for, is kept

## **JW POPIA PRIVACY STATEMENT**

secure. We will ensure that anyone whom we pass your personal information agrees to treat your information with the same level of protection as we are obliged to.

### **3.5 Your rights: Access to Information**

You have the right to request a copy of the personal information we hold about you. To do this, simply contact us at [informationofficer@jwater.co.za](mailto:informationofficer@jwater.co.za), and specify what information you require.

### **3.6 Correction of your personal information**

You have the right to ask us to update, correct or delete your personal information. We will require a copy of your identification document to confirm your identity before making changes to personal information we may hold about you. We would appreciate it if you would keep your personal information accurate and up to date.

### **3.7 How to contact us**

If you have any queries about this document; you need further information about our privacy practices; wish to withdraw consent; exercise preferences or access or correct your personal information, please contact us at the numbers listed on our website or send an email to [informationofficer@jwater.co.za](mailto:informationofficer@jwater.co.za).