

REQUEST FOR PRICING (GOODS AND SERVICES)			Form No: JW SCM Dev MBD1 Revision		
			No: 02		
			Effective Date: February 2023		
RFP NUMBER:	RFP-TAC SEC-06/15	CLOSING DATE:	07 JULY 2026	CLOSING TIME:	14:00
DESCRIPTION:	PROVISION OF TACTICAL 2 SERVICE, ARMOURED VEHICLE SERVICES AND ESCORT SERVICES ON A MONTH-TO-MONTH BASIS FOR A PERIOD NOT EXCEEDING SIX [06] MONTHS				
BRIEFING SESSION DATE AND TIME	N/A	IS THE MEETING COMPULSORY	No		
BRIEFING SESSION VENUE	N/A				
ISSUE DATE	29 June 2026				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
Bidding procedure enquiries <u>must</u> be sent.		Technical enquiries must be directed to	
to the below			
Official			
CONTACT PERSON	Theo Milubi	CONTACT PERSON	Theo Milubu
TELEPHONE NUMBER	011 688 1846	TELEPHONE NUMBER	011 688 1846
E-MAIL ADDRESS	theo.milubi@jwater.co.za	E-MAIL ADDRESS	theo.milubi@jwater.co.za

SUPPLIER INFORMATION	
NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	

TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER			CIDB GRADING	N/A
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE SWORN AFFIDAVIT (EMEs OR QSEs)	[TICK APPLICABLE BOX] ☐ Yes ☐ No

BID SUBMISSION:
BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER ADDRESS: TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001 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. • TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00AM UNTIL 18:00PM Late bids will not be accepted for consideration. • All pricing/quotation must be submitted by completing the attached or on the official company letterhead, signed and accompanied by the returnable documents stated below. ☐ 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 member's persons in the service of the state.

1. SCOPE OF WORK

The main objective of the contract is to procure security services for the provision of a tactical response, armoured vehicles, and escort services to support Johannesburg Water operations in high-risk zones experiencing persistent threats to personnel, infrastructure, and service continuity on a month-to-month basis not exceeding the period of 06 months.

Rapid deployment of Tactical Security Officers will inter alia escort all JW staff, internal contractors and perform armed reaction/response functions to all JW Sites –

- JW Laboratory, Electro-Mechanical and Water Technicians that go out to remote areas
- JW Meter readers to all areas as per deployment
- JW special projects to all areas as per deployment
- JW standby staff
- Rapid deployment of Tactical Response for any emergency situations to all JW Sites
- JW Illegal Disconnections Teams
- JW Stakeholder Relations and Communications
- Provide B6 Armoured Vehicles with Specialized armed Tactical Team at high-risk sites
- Water throttling escort

The appointed service providers shall render security escort services and respond to any emergencies in support of Johannesburg Water operations. The following operational threshold shall apply to vehicle utilization:

- **Tactical Response Vehicles – Central & North Region 1**

Escort vehicles allocated to region 1 shall operate within a daily threshold of 300 Kilometers per vehicle, which is considered sufficient to support routine operational escort requirements within these regions.

- **Escort Vehicles – Meter Reading, Cut-Offs and Special Events – Head Office Region 2**

The escort vehicles will be deployed with security personnel to accompany technicians to and from designated sites, provide visible security presence, mitigate the risk of criminal

attacks, intimidation, theft of equipment, and interference by community members, and facilitate rapid response to security-related incidents. Escort vehicles deployed in region 2 shall operate within a daily threshold of 500 Kilometers per vehicle, due to the extensive geographic coverage and operational demands within the region.

- **Tactical Response with Armoured Vehicles and Escort Vehicles: West & Deep South – Region 3**

Escort vehicles deployed in region 3 shall operate within a daily threshold of 350 Kilometers per vehicle, due to the extensive geographic coverage and operational demands within the region.

1.1 REQUIREMENT PER REGION

JOHANNESBURG CENTRAL & NORTH REGION: 1	Tactical Response and Escort Services
HEAD OFFICE: REGION 2	Tactical Response and Escort Services
WEST & DEEP SOUTH REGION: 3	Tactical Response and Escort Services
	Tactical Responses and Armoured vehicles
	Tactical Response and Water Throttling Escort Services

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

TACTICAL RESPONSE AND ESCORT SERVICES

ITEM NO	FACILITY	SECURITY OFFICERS: DAY SHIFT	SECURITY OFFICERS: NIGHT SHIFT	OPERATIONAL EQUIPMENT
1	Driefontein Wastewater Treatment Works Northern Works Wastewater Treatment Works	6x Grade B: Armed Guards	6x Grade B: Armed Guards	• 3x Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication (GSM) and tracking • 3x Rechargeable Maglights / Torches • 6x Set of Handcuffs • 6x 9mm handguns • 3x Occurrence Registers • 12x Complete Tactical Uniform with Bullet Proof Vests • 3x Security Vehicle Spotlights • 12x Pepper Sprays

ITEM NO	FACILITY	SECURITY OFFICERS: DAY SHIFT	SECURITY OFFICERS: NIGHT SHIFT	OPERATIONAL EQUIPMENT
1	Acasia Sewer Pump Station	16x Grade B: Armed Guards	16x Grade B: Armed Guards	8x Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication. (GSM) and tracking 5x Rechargeable Maglights / Torches 16 x Set of Handcuffs 16x 9mm handguns 10 x Occurrence Registers 32x Pepper Sprays 32 x Complete Tactical Uniform with Bullet Proof Vests 8x Security Vehicle Spotlights
2	Jukskei Park Sewer Pump Station			
3	Kyalami Sewer Pump Station			
4	Lion Park sewer Pump Station			
5	Lanseria Sewer			
6	Nupen Crescent Sewer Pump Station			
7	Steyn City Sewer			
8	Wilforden Sewer Pump Station			
9	Woodmead Sewer Pump Station			
10	Zandspruit New Sewer Pump Sation			
11	Zandspruit Old Sewer Pump Station			
12	Corporate Park Pump Station			
13	Erand Pump Station			
14	Grand Central Pump Station & Reservoir			
15	Honeydew Pump Station & Reservoir			

ITEM NO	FACILITY	SECURITY OFFICERS: DAY SHIFT	SECURITY OFFICERS: NIGHT SHIFT	OPERATIONAL EQUIPMENT
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 Pump Station			
22	Bryanston 1 Reservoir, Tower and Pump Station			
23	Chester Reservoir			
24	Corporate Park Reservoir, Tower and Pump Station			
25	Cosmo City Reservoir			
26	Erand Small Ground Reservoir			
27	Fairland Reservoir			
28	Grand Central Reservoir and pumpstation			
29	Honeydew Reservoir, pumpstation and tower			
30	Lanseria Reservoir and Tower			

ITEM NO	FACILITY	SECURITY OFFICERS: DAY SHIFT	SECURITY OFFICERS: NIGHT SHIFT	OPERATIONAL EQUIPMENT
31	Lion Park Reservoir			
32	Olivedale A Reservoir			
33	President Park Reservoir 1 Tower, pumpstation & Depot			
34	Rabie Ridge Reservoir, Tower, and pumpstation			
35	Randjesfontein Reservoir, Tower and pumpstation			
36	Randpark Ridge Reservoir			
37	Steyn City Reservoir			
38	Grand Central Tower			
39	Honeydew Tower			
40	Kensington B Tower			
41	Midrand Depot and regional offices			
42	Randburg Depot			
43	Elands Park Sewer Pump Station			
44	Hurlingham Sewer Pump Station			
45	Longmeadow East Sewer Pump Station			
46	Malanshof Sewer			
47	Waterval Park Sewer Pump Station			

ITEM NO	FACILITY	SECURITY OFFICERS: DAY SHIFT	SECURITY OFFICERS: NIGHT SHIFT	OPERATIONAL EQUIPMENT
48	Berea Pump Station			
49	Brixton Pump Station & Reservoir			
50	Bryanston Pump Station			
51	Crown Gardens Pump Station			
52	ForestHill Pump Station & Reservoir			
53	Hector Norris Booster Pump Station			
54	Kensington Booster			
55	Northcliff Pump Station			
56	South Hills Pump Station & Reservoir			
57	Waterval Pump Station			
58	Yeoville Pump Station & Reservoir			
59	Alexander Reservoir & Park Pump Station			
60	Corriemore Reservoir			
61	Crosby Reservoir			
62	Crown Gardens Reservoir Tower and Pumpstation			
63	Dunkeld Reservoir			
64	Glenvista Reservoir			
65	Hursthill Reservoir No1			

ITEM NO	FACILITY	SECURITY OFFICERS: DAY SHIFT	SECURITY OFFICERS: NIGHT SHIFT	OPERATIONAL EQUIPMENT
66	Illovo reservoir, tower and pumpstation			
67	Linbro Park 1 Reservoir			
68	Linden 1 Reservoir and Tower			
69	Linden 2 Reservoir			
70	Linksfield Reservoir			
71	Marlboro 1 Reservoir			
72	Modder Hill Reservoir			
73	Morningside Reservoir			
74	Northcliff Reservoir Pump Station			
75	Parktown 1 Reservoir			
76	Randjeslaagte Reservoir			
77	Yeoville Reservoir 1			
78	Crosby Pump Station			
79	Forest Hill Tower			
80	Linden Tower			
81	Northcliff Tower			
82	Quellerina Tower			
83	South Hills Tower			
84	Waterval Tower and Pump Station			
85	Southdale Depot			
86	Langlaagte Networks, Depot &			

ITEM NO	FACILITY	SECURITY OFFICERS: DAY SHIFT	SECURITY OFFICERS: NIGHT SHIFT	OPERATIONAL EQUIPMENT
	Sewer Services Depot			
87	Zandfontein Depot			
88	Glenvista Depot			
89	Scott Athol Depot			
90	Hursthill Depot			
91	Ffennel road Depot			
92	Cydna Lab			
93	Turbine Hall Head Office			
94	Kathrada			
95	Madala Hostel			
96	Zamimpilo			

ESCORT SERVICES METER READING TEAM (HEAD OFFICE) REGION 2:

ITEM №	Facility	Security Officers: Day Shift	Security Officers: Night Shift	Operational Equipment
01	Escort vehicles (Redeploy to other JW sites after meter reading operations until 18:00)	20x Grade B: Armed Guards		• 10x Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication (GSM) and tracking • 20x Set of Handcuffs • 20 x 9mm handguns • 10x Occurrence Registers • 20x Complete Tactical Uniform with Bullet Proof Vests • 20x Pepper sprays • 10x hand radios

JOHANNESBURG WEST AND DEEP SOUTH: REGION 3**TACTICAL RESPONSE AND ESCORT SERVICES**

ITEM NO	FACILITY	SECURITY OFFICERS: DAY SHIFT	SECURITY OFFICERS: NIGHT SHIFT	OPERATIONAL EQUIPMENT
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ITEM NO	FACILITY	SECURITY OFFICERS: DAY SHIFT	SECURITY OFFICERS: NIGHT SHIFT	OPERATIONAL EQUIPMENT
1	Olifantsvlei Wastewater Treatment Works	8x Grade B: Armed Guards	8x Grade B: Armed Guards	• 4x Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication (GSM) and tracking • 4x Rechargeable Maglights/ torches • 8x Set of Handcuffs • 8x 9mm handguns • 4x Occurrence Registers • 16x Complete Tactical Uniform with Bullet Proof Vests • 4x Security Vehicle Spotlights • 16x Pepper sprays • 4x hand radios
2	Bushkoppies Wastewater Treatment Works			
3	Goudkoppies Wastewater Treatment Works			

TACTICAL RESPONSE AND ESCORT SERVICES

ITEM NO	FACILITY	SECURITY OFFICER: DAY SHIFT	SECURITY OFFICERS: NIGHT SHIFT	OPERATIONAL EQUIPMENT
1	Kensington B Reservoir	14x Grade B: Armed Guards	14x Grade B: Armed Guards	7x Company Marked Vehicles: LDV/ Single Cab Vehicle with Radio communication. (GSM) and tracking 7x Hand Radios 7x Rechargeable Maglights / Torches 14 x Set of Handcuffs 14x 9mm handguns 7x Occurrence Registers 28x Pepper Sprays 28x Complete Tactical Uniform with Bullet Proof Vests
2	Liefde & Vrede pump station			
3	Alverda Park Sewer Pump Station			
4	Bushkoppies Sewer Pump Station			
5	Fleurhof Sewer Pump Station			
6	Freedom Park Sewer Pump Station			
7	Helderkruin Sewer Pump Station			
8	Kibler Park Sewer Pump Station			
9	King Street Sewer Pump Station			
10	Nancefield Sewer Pump Station			
11	Poortview Sewer Pump Station			
12	Putcoton Sewer Pump Station			
13	Suideroord Sewer Pump Station			
14	Whisken Sewer Pump Station			
15	Constantia Kloof Pump Station			
16	CR Swart Booster			

ITEM NO	FACILITY	SECURITY OFFICER: DAY SHIFT	SECURITY OFFICERS: NIGHT SHIFT	OPERATIONAL EQUIPMENT
	Pump Station			7x Security Vehicle Spotlights
17	Florida North Pump Station			
18	Helderkrui Pump Station			
19	Horizon Pump Station			
20	Jim Fouche Booster Pump Station			
21	Protea Glen Pump Station			
22	Pimville Booster Pump Station			
23	Robertville Pump Station			
24	Witpoortjie Pump Station			
25	Zondi Pump Station			
26	Aeroton Reservoir			
27	Alan Manor Reservoir			
28	Braam Fischer 1 Reservoir			
29	Braam Fischer 2 Reservoir			
30	Constantia Tower & Pumpstation			
31	Chiawelo Reservoir			
32	Devland Reservoir			
33	Diepkloof Reservoir			
34	Doornkop West Reservoir			
35	Eagles Nest Reservoir			
36	Florida North Tower			
37	Florida Pumpstation			

ITEM NO	FACILITY	SECURITY OFFICER: DAY SHIFT	SECURITY OFFICERS: NIGHT SHIFT	OPERATIONAL EQUIPMENT
	and Tower			
38	Helderkruin Reservoir, pump station, and Tower			
39	Jabulani Reservoir and Tower			
40	Kibler Park Reservoir			
41	Main Reef Reservoir 1(Fleurhof)			
42	Meadowlands 1 Reservoir and Tower			
43	Naturena Reservoir			
44	Naturena Reservoir no. 2			
45	OrlandoEast Reservoir			
46	Poortjie Reservoir			
47	Power Park Reservoir			
48	Protea Glen Reservoir and pumpstation			
49	Robertville Reservoir and pumpstation			
50	Witpoortjie Reservoir, Tower, and Pump station			
51	Zondi Reservoir 1 and pumpstation			
52	Zondi Reservoir 2			
53	Dobsonville Tower			
54	Florida North Tower			
55	Helderkruin Tower			
56	Horizon Finch Tower			
57	Jabulani Tower			
58	Kite Street Tower			

ITEM NO	FACILITY	SECURITY OFFICER: DAY SHIFT	SECURITY OFFICERS: NIGHT SHIFT	OPERATIONAL EQUIPMENT
59	Protea Glen Tower			
60	Zondi Tower			
61	Avalon Depot			
62	Klipspruit Depot			
63	Hamburg Networks Depot & Electro-Mechanical Depot			
64	Avalon Prepayment Depot			
65	Helderkrui Depot			
66	Van Wyk Sewer Pump Station			
67	Mofolo			
68	Vukani			
69	Slovo			
70	Ash mountain			
71	Ekuphumleni			
72	Ennerdale 1 Reservoir			
73	Lenasia Cosmos Pump Station			
74	Lenasia Hospital Hill Pump Station			
75	Orange Farm Pump Station			
76	Lawley Reservoir			
77	Lenasia High Level Reservoir			
78	Lenasia Reservoir and pumpstation (Cosmos)			
79	Lenasia Southeast Reservoir and pumpstation (Hospital			

ITEM NO	FACILITY	SECURITY OFFICER: DAY SHIFT	SECURITY OFFICERS: NIGHT SHIFT	OPERATIONAL EQUIPMENT
	Hill)			
80	Orange Farm High Level Reservoir and Pumpstation			
81	Orange Farm Low Level Reservoir			
82	Ennerdale Depot			
83	Ennerdale WWTW			
84	Ennerdale Sewer Pump Station			
85	Ennerdale Sewer Pump Station			

SPECIALISED TACTICAL AND ARMOURED RESPONSE

ITEM №	Facility	Security Officers: Day Shift	Security Officers: Night Shift	Operational Equipment
1	Olifantsvlei Wastewater Treatment Works	4x Grade B: Armed Guards	4x Grade B: Armed Guards	• 1x - 5/4 Level B6 double cab armoured vehicles with Radio communication (GSM) and tracking • 2x Rechargeable Maglights / Torches • 4x Set of handcuffs • 1x 9mm handguns
2	Bushkoppies Wastewater Treatment Works			

				3x rifles • 1x Occurrence Registers • 8x Complete Tactical Uniform with Bullet Proof Vests • 8x Pepper sprays
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SOUTH REGION: ESCORT WATER THROTTLING TEAM

ITEM №	Facility	Security Officers: Day Shift	Security Officers: Night Shift	Operational Equipment
1	Johannesburg Water Various Sites	N/A	6x Grade B: Armed Guards	• 3x Company Marked Vehicles: LDV/ Single Cab Vehicle with radio communication (GSM) and tracking • 3x Rechargeable Maglights/ Torches • 6x Set of Handcuffs • 3x 9mm handguns • 3x Rifles • 3x Occurrence Registers • 3x hand radios • 6x Complete Tactical Uniform with Bullet Proof Vests • 03x Security Vehicle Spotlights

1.2 SERVICES TO BE PROVIDED

1.2.1 Duties of the Contractor

- The security personnel are first and foremost deployed by the Contractor to protect JW employees, assets, equipment, tools and materials at the Site allocated to them - refer to scope of work.
- The Contractor shall be obliged to have and maintain a functioning operational office within the area of the City of Johannesburg (Control room/Admin offices).

- 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 utilization, be kept safe by the Contractor and shall become the property of JW 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 provide Officers who have undergone specialized training for Tactical Response Course. The Contractor shall submit to JW, PSIRA-accredited training certificates within 14 days of contract award letter being issued.
- The contractor shall appoint managers, supervisors, investigators, and control room operators at their own expense to manage the contract and security operations.

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:

1.2.2 Escort Duties

Tactical Response 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 control room notified.

Any irregularity occurring, the escort or protection of personnel will immediately be reported to the JW Security Control Room.

When the escort duties are finalized, 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 Control Room.

When Officers perform escort duties, they will positively identify themselves before commencement of the escort.

1.3.3

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

- Parading all Tactical Response Officers before and after the shift.
- Ensure that the Tactical Response Officers have and understand their job descriptions, know the goals of their tasks/duties and know all the contingency and emergency plans and have (at all times) all relevant telephone numbers.
- Inspection of vehicles.
- Ensure that all critical points as agreed upon and understood.
- Ensure that all equipment necessary for the post, are present and in sound working condition and meets the requirements set out.
- Completion of the following registers: Occurrence Book, Escort Register Firearm Register and Pocketbook.
- Rectifying of all shortcomings in the area of responsibility.
- Ensure that all members are fit and ready to commence duties.
- Attend to all incidents occurring during the shifts.
- Reporting of all incidents to JW Control Room and the Contractor's control room.
- 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)

He/ She shall obtain the following information in the 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.
- Number of rounds.
- Reason for shooting.

Attend to requests/complaints received from JW personnel.

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

CONTROL ROOM

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

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

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

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.
- Backup generator, solar system, and any other means of electrification to ensure that the control is always operational.

PROVISION OF HAND-HELD TWO-WAY RADIO SETS

- 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.
- The Contractor shall provide 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.
- 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.
- 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.
- 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.
- Under no circumstances shall the Contractor operate any radio equipment on JW's

premises without obtaining the prior written authority from JW Security Manager.

- 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.

1.3.5 PROVISION OF ROAD MOTOR VEHICLES AND ARMoured VEHICLES

- 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.
- 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.
- 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.
- 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.
- Drivers provided by the Contractor shall only drive motor vehicle(s) provided by the Contractor in terms of this agreement.
- The Contractor shall provide Specialised Armoured vehicles, as per the specifications of JW.
- The Contractor shall provide Ballistic Protection Levels 6 [B6] armoured vehicles that will withstand assault rifles [AK-47 and R5]

The Vehicle Modifications on the armoured vehicle should be.:

- Reinforced suspension and braking systems
- Upgraded door hinges and chassis
- Installation of ballistic glass and steel plating
- Weight management to stay within Gross Vehicle Mass (GVM) limits.

- The Contractor shall conduct ballistic testing to certify materials and vehicle integrity.
- The contractor shall provide ISO 9001:2015 quality management certification held by leading armouring firms that design, manufacture, support, supply and rental of specialised vehicles and products, including specialised training, with a focus on armoured and blast protected vehicles.

MAINTENANCE OF THE MOTOR VEHICLES

- Maintenance, servicing, and mechanical repairs (hereinafter referred to as maintenance), of the motor vehicle(s) and/or motorcycle(s) including all adjustments necessary to keep the motor vehicle(s) and/or motorcycle(s) in a roadworthy and operational condition, are included in the agreement and shall be provided by the Contractor at its own cost.
- Should any motor vehicle(s) and/or motorcycle(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) and/or motorcycle(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), and/or motorcycle(s) to continue with its patrolling duty.
- The Contractor shall inform JW as soon as practically possible of any of its motor vehicle(s) and/or motorcycle(s) patrolling in terms of this agreement, which has broken down or has been involved in an accident.

1.3.6 PROVISION OF FIREARMS

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

- Firearms shall not be modified in any way that may negatively affect the safe working of the firearm.
- The Contractor shall only provide firearms on written instruction from the JW Security Manager and only the number of firearms, as agreed with JW Security Manager. Only firearms registered in the name of the Contractor shall be permitted on the Contract location or JW's sites.
- 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.

- 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.
- 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.
- 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 always maintained.
- 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.
- 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:
 - Proficiency Certificate from a registered training service provider in the “Use of a Handgun”
 - 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 JW 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 equal to the quoted cost per firearm will be levied should Security Officers be found without a firearm authority permit. The

contractor will at the same time be requested to remove the firearm immediately or issue the required permit. A copy of the tenderer's firearm authority must be included with the tender reply.

- 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 at JW 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.

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

JW allows the following firearms:

PISTOLS

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

Rifles

DM4, Ak47 or any caliber of 5.56 x 45 mm to 7.62 x 51 mm Semi -automatic

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:

MODIFICATIONS

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

Safety Catches

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

Sights

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

Slings

Shotguns shall always be fitted with proper slings and attachments.

Triggers

Triggers shall be in always working order.

Trigger-guards

Trigger-guards shall always be intact.

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.

1.3.7 PERSONNEL EQUIPMENT

Security personnel must be in full combat 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

1.3.8 ALL SECURITY PERSONNEL SHALL:

- Daily sign on and off duty (Occurrence Book/ electronically, where applicable)
- When on duty (unless Johannesburg Water should decide otherwise), wear the prescribed full uniform.
- Be in possession of his/her valid PSIRA identity card indicating his/her grade or if not yet issued a company identity card with a recent clear colour photograph identifying his/her name, PSIRA.
- If armed, be in possession of a valid Firearm permit issued by the employer and certificate of competence (COC) issued by the SAPS at the Contractor (at its) own cost in compliance with the Firearms Control Act 60 of 2000.
- Only change out of uniform after shift completion
- Whilst on duty, not allow/ entertain visitation by friends or family as this disrupts service delivery.
- No Fires (for the purpose of keeping warm) will be permitted on any Johannesburg Water premises and Security Officers found doing so will lead to a request for the replacement (within two hours) of the Security Officer concerned.
- Security officers whilst on duty are prohibited from playing and listening to music, viewing

of videos on any television or mobile/hand-held device. If found doing so it will lead to a request for the replacement (within two hours) of the Security Officer concerned.

- No money lending amongst Security Officers and/or clients will be permitted on council property and Security Officers found doing so will lead to a request for the replacement (within two hours) of the Security Officer concerned.
- No prohibited substance or liquor will be allowed to be consumed or sold on City premises. Should a Security Officer be found to be selling and/or consuming a prohibited substance or liquor, such an officer will be replaced immediately. Johannesburg Water reserves the right to lay criminal charges in such instances.
- Bidders must always ensure that they comply with any legislation, which in any manner whatsoever impacts upon the employment, permissible overtime hours worked, conditions of service and pay rates of Security Officers.
- Provision of additional Security-related services required which may be requested for any period, and at any given time.

1.3.9 HANDING OVER PROCEDURES

- Contracted security service providers must compile handing over procedures relating to duties to be undertaken by Security Officers on amongst others, the following:
- A joint patrol will be conducted by both incoming and outgoing security officers to check all items and sign the entry.
- Ensuring after hour effective guarding of perimeter fence.
- These procedures must be communicated to all Security Officers and new Security Officers prior to posting on any specific site and/or facility.
- If there are any irregularities the security officer will make a note in the occurrence book and inform the shift supervisor.
- The outgoing officers hand over to the incoming officers all the relevant documentation, information and any other pertinent item, object, or intelligence to the security operation.

1.3.10 REPORTING CHANNELS

The following reporting channels must be adhered to: Security Officers shall report all incidents and irregularities during their shifts to their Supervisors, to the Contractors Control Room and to JW Security 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)

1.3.11 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 must 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.

Identification for purposes of this agreement shall constitute.

A standard Tactical Uniform, as approved by JW, an identity disc, tag, or other device as approved by JW. (Means of identification).

The standard uniform shall consist of:

At least the following combat Uniform or formal wear 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.

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 (6) 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.

1.3.12 CONDITIONS OF CONTRACT

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.

1.3.13 SERVICE LEVELS

- The tactical response services are 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.
- 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.
- 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.
- 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.
- Sleeping on duty is not permitted or acceptable all Security Officers shall remain totally alert throughout their shifts.
- 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 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.
- 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 authorized by the JW's Security Manager or his / her representative or nominee.
- 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.

- 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."

1.3.14 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 the event of an armed 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 authorization issued in terms of the Firearms Control Act No

60 of 2000 or an unarmed Officer being posted in place of the armed officer , a penalty shall be imposed by JW.

- Grade B Security Officers 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.
- 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.
- In the event of Security 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 Tactical Response and Escort Services and breaches as indicated is found.
- 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 R2 000.00 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.

1.3.15 REPORTING OF INCIDENTS AND WEEKLY REPORTS

- 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 o has come to the attention of the Contractor.
- A detailed written report of all such incidents shall be presented to Johannesburg Water 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.

- 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.
- A bi-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.
- Preliminary incident reports shall be submitted to JW Security Operations Managers within 24 hours of the incident and detailed investigation reports must be submitted within seven (7) days of the incident. 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.
- The Contractor should investigate all incidents critical incidents with qualified investigators including the use of scientific equipment's such as polygraph, voice stress, and other resources.
- Follow-up and comprehensive reports should be submitted within fourteen [14] days after the incidents has occurred.

1.3.16 The respective minimum legislative framework and not restricted to any other legislation:

- Air Services Licensing Act 115 of 1990
- Air Traffic and Navigation Services Company Act, No. 45 of 1993 and other related acts

- Control of Access to Public Premises and vehicle Act 53 of 1985
- Constitution of South Africa ACT 108 OF 1996
- Criminal Procedure Act 51 of 1977
- Critical Infrastructure Protection Act 8 of 2019
- Firearm control Act 60 of 2000
- Firearms Control Regulations, 2004
- Occupational Health and Safety Act 85 of 1993
- Performing Animals Protection Act 24 of 1935
- Private Security Industry Regulatory Act 56 of 2001
- Protection of Personal Information Act 4 of 2013

1.3.17 DURATION OF CONTRACT

Month to month not exceeding the period of six (06) months.

1.3.18 SPECIAL CONDITIONS

The attention of the tenderer is drawn to the fact that Special 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

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.

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.

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.
- 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,

7. 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.

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.

8. 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.

9. PENALTIES FOR FAILURE TO DELIVER

In the event of a Tactical Response 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 - unarmed Security Officer being posted in place of the armed Tactical Response Officer, a penalty shall be imposed by JW.

Grade B Tactical Response 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 a Tactical Response 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 Tactical Response and Escort Services and breaches as indicated is found:

9.1 PENALTY CHART

No	ITEMS	PENALTY
1	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 600, 00 per shift
2	Tactical uniform or part of standard uniform which includes ID Cards, Handcuffs, Batons	R 1 000,00 per shift
3	Mobile radios not in a working condition	R 1 500,00 per shift
4	Services provider to ensure all security equipment on site are in good working condition e.g. hand radios, vehicles handcuffs, pepper sprays, pocket books	R 1 000,00 per guard
5	Firearms related issues e.g. no firearm permit, no holster, no bulletproof vest, no ammunition, no firearm	R 10 000,00 per guard
6	No Occurrence Book	R 1 000,00 per shift
7	Specialised Tactical Services vehicles not in a roadworthy condition e.g. spare wheel, license disc, lights, battery, overall condition (Service provider to ensure the working condition of all vehicles)	R 10 000,00 per vehicle
8	Specialised Tactical officers that are unable to use the vehicle due to, for example; short-posting, no driver's license, no fuel	R 6 000,00 per guard
9	Specialised Tactical officers found not on site, deserting their duty point or sleeping while on duty	R 10 000,00 per guard

№	ITEMS	PENALTY
10	Specialized Tactical officers not completing their escort duties	R 10 000,00 per incident
11	Failing to provide incident reports within the stipulated timeframe	R 5 000, 00 per report
12	Failing to wear bullet proofs with plates	R5 000,00 per guard

10. TENDER FORM AND PRICE SCHEDULES

To: Johannesburg Water (SOC) Ltd.

Having examined the Tender documents including Addenda Nos _____ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer **tactical response, armoured vehicles, and escort services on a month-to-month basis for the period not exceeding six [06] months** as specified in conformity with the said RFP documents and as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

We agree to abide by this Tender for a period of ninety (90) days from the date fixed for Tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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.

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.

Should my/our tender be successful, it be understood that a contract will come into existence as a once off contract which will commence from the date indicated in the letter of acceptance.

11. ALTERATIONS OF DOCUMENTS

11.1 Bidders are required not to make alterations or additions to the bid documents except to comply with instructions issued by JW.

11.2 Where alterations are made in respect of the pricing component (i.e. errors made on the Bill of Quantity), the pricing schedule or the Form of Offer, such alteration(s) must be authenticated by the authorized signatory by inserting either his/her initial or signature next

to the alteration(s). The evaluation on price alteration must be conducted as follows:

11.2.1 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/s or category, the bidder will not be disqualified.
- (ii) there is an unauthenticated alteration on the total for the item, bidders will only be disqualified for alteration per item or category.

11.2.2 Where the tender award strategy is to evaluate and award total bid offer, the following will 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 the form of offer, then the amount in words must be considered or vice-versa.
- (iii) If there is an unauthenticated on the total bid offer and the amount in words without authentication, the bidders will be disqualified for the entire tender.

11.2.3 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.

11.3 Corrections may not be made using correction fluid, correction tape or the like. Failure to adhere to this requirement will result in the disqualification of the bid.

12. PRICING SCHEDULE:

The Tenderer /contractor must indicate the region which they will be willing to render the services to by indicating the preferred region in terms of ranking from Region 1 to 3 in table below: The bidders are allowed to bid for more than 1 region , depending on their capacity

Regions	Description	Preferred region
Johannesburg Central & North Region 1	Tactical response and escorts services at Wastewater Treatment Works, Depots, Reservoirs, sewer pump stations and administration buildings	
Head Office Region 2	Tactical response and escorts services for Meter Readers at Head Office	
Johannesburg West & Deep South Region 3	Tactical response and escorts services at Wastewater Treatment Works, Depots, Reservoirs, sewer pump stations and administration buildings	
	Tactical response with armoured vehicles	
	Tactical response and escort services for Water Throttling Team	

NB: The rates may not be below the Minimum Wage Rates in accordance with National Minimum Wage Act 9 of 2018 and PSIRA Rates as reflected in the relevant annual Government Gazette

That the pricing be approved as follows:

TACTICAL RESPONSE AND ESCORT SERVICES FOR CENTRAL & NORTH REGION 1

ITEM NO	DESCRIPTION	SHIFT	QUANTIT Y	TOTAL COST PER MONTH R	TOTAL COST FOR SIX [06] MONTHS
1	Grade B Armed Tactical Response Officers [with all operational equipment as outlined in the scope of work above]	Day	22		
		Night	22		
2	Operational Vehicles LDV Single Cabs	24 hours	11		
	Sub Total for Six [06] months (Excl. VAT)				
	VAT@15%				
	Total (Incl. VAT)				
Note: The rate provided for should include all the requirements as stipulated in the scope of work.					

TACTICAL RESPONSE AND ESCORT SERVICES FOR HEAD OFFICE METER READING TEAM: REGION 2

ITEM NO	DESCRIPTION	SHIFT	QUANTIT Y	TOTAL COST PER MONTH R	TOTAL COST FOR SIX [06] MONTHS R
1	Grade B Armed Tactical Response Officers [with all operational equipment as outlined in the scope of work above]	Day	20		
2	Operational Vehicles LDV Single Cabs	12 hours	10		
	Sub Total for Six [06] months (Excl. VAT)				
	VAT@15%				
	Total (Incl. VAT)				
Note: The rate provided for should include all the requirements as stipulated in the scope of work.					

TACTICAL RESPONSE AND ESCORT SERVICES FOR JOHANNESBURG WEST & DEEP SOUTH REGION 3

ITEM NO	DESCRIPTION	SHIFT	QUANTITY	TOTAL COST PER MONTH R	TOTAL COST FOR SIX [06] MONTHS R
1	Grade B Armed Tactical Response Officers [with all operational equipment as outlined in the scope of work above]	Day	22		
		Night	22		
2	Operational Vehicles LDV Single Cabs	24 hours	11		
Sub Total (Excl. VAT)					
VAT@15%					
Total (Incl. VAT)					
Note: The rate provided for should include all the requirements as stipulated in the scope of work.					

TACTICAL RESPONSE WITH ARMoured VEHICLES FOR JOHANNESBURG WEST & DEEP SOUTH REGION 3

ITEM NO	DESCRIPTION	SHIFT	QUANTITY	TOTAL COST PER MONTH R	TOTAL COST FOR SIX [06] MONTHS R
1	Grade B Armed Tactical Response Officers [with all operational equipment as outlined in the scope of work above]	Day	8		
		Night	8		
2	5/4 Level B6 Double Cab Armoured Vehicles	24hrs	2		
Sub Total for Six [06] months (Excl. VAT)					
VAT@15%					
Total for Six [06] months (Incl. VAT)					
Note: The rate provided for should include all the requirements as stipulated in the scope of work.					

TACTICAL RESPONSE AND ESCORT SERVICES FOR WATER THROTTLING TEAMS FOR JOHANNESBURG WEST & DEEP SOUTH REGION 3

ITEM NO	DESCRIPTION	SHIFT	QUANTITY	TOTAL COST PER MONTH R	TOTAL COST FOR SIX [06] MONTHS R
1	Grade B Armed Tactical Response Officers [with all operational equipment as outlined in the scope of work above]	Night Shift	6		
2	Operational Vehicles LDV Single Cabs	Night Shift	3		
Sub Total (Excl. VAT)					
VAT@15%					
Total (Incl. VAT)					
Note: The rate provided for should include all the requirements as stipulated in the scope of work.					

OFFER

ITEM	DISCRIPTION	TOTAL COST PER MONTH	TOTAL COST FOR SIX [06] MONTHS
1	Tactical Response and Escort Services for Central & North Region 1 - total budget for 06 months		
2	Tactical Response and Escort Services for Head Office: Meter Reading Team Region 2 - total budget for 06 months		
3	Tactical Response and Escort Services for Johannesburg West & Deep South Region 3 - total budget for 06 months		
	Tactical Response and armoured vehicles for Johannesburg West & Deep South Region 3 - total budget for 06 months		
	Tactical Response and Escort Services Water Throttling Team for Johannesburg West & Deep South Region 3 - total budget for 06 months		
Sub Total (Excl. VAT)			
VAT@15%			
Total (Incl. VAT)			
Note: The rate provided for should include all the requirements as stipulated in the scope of work.			

SIGNATURE(S) OF AUTHORIZED PERSON

NAME OF BIDDER

NAME OF AUTHORIZED PERSON IN BLOCK LETTERS

BID NUMBER:

The RFP evaluation process to be as follows:

STAGE	DESCRIPTION
Stage 1	Mandatory Evaluation
Stage 2	Technical Evaluation
Stage 3	Administrative Evaluation
Stage 4	Pricing Evaluation and Preferencing

Stage 1: Mandatory Evaluation

These are the non-negotiable criteria that must be part of the bid and submitted before RFP closing date and time.

NO.	MANDATORY CRITERIA	YES
1.	Signed and Completed Pricing Schedule as per award and our allocation strategy	YES
2.	Copy of a valid Company and Director(s)' PSIRA registration certificates to be provided by the tenderer	YES
3.	Copy of a valid PSIRA Letter of Good Standing	YES
4.	Copy of a valid company firearm licenses and Contractor to submit SAPS Central Firearm Database Register from SAPS	YES
5.	Copy of a valid ICASA Frequency Communication License under the name of the company or a letter of agreement from reputable supplier with the name of the company	YES

NO.	MANDATORY CRITERIA	YES
6.	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 Or Proof of vehicle finance from respective financial service providers - if applicable Or Proof of letter for hired operational vehicles and armoured vehicles - if applicable	YES
7.	Copy of a valid Unemployment Insurance Fund (UIF) certificate	YES
8.	Copy of a valid Compensation of injury Diseases Act (COIDA) Registration Certificate and Letter of Good Standing	YES
9.	Copy of a valid Letter of Good Standing from the Private Security Sector Provident Fund or equivalent provident fund	YES
10.	Copy of a valid Public Liability and Professional Indemnity Insurance Policy with a minimum cover of R10 million	YES
11.	Contractor to submit Grade A bank rating letter from a credible banking institution to justify their credit risk. The rating letter must be stamped or confirmed by the bank.	YES

NB: Bidders who fail to comply with the above mandatory requirements will be disqualified.

NB: The successful bidder must have access to a functional Security Control Room within the City of Johannesburg before contract award. Tenderer to provide an affidavit confirming the existence of the security control room, and (2) should supplement this by providing lease agreement or proof of property ownership documents. This will be verified as part of the due-diligence process, failing to which would result in the bidder being disqualified.

Stage 2: Technical Requirements

The following Technical or Functional criteria will be applicable.

CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
1.	Tenderer's Experience - with respect to Tactical Response Service and Security Escort Service	Supporting documents required include: - JW Contactable Reference template must be completed by the referee [page 61 below] or - References on client letterhead indicating tactical response service and escort security services. NB: JW Contactable reference template 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	Years of Experience in both Armed Reaction/Response and Security Escort Services	55	Score
			No experience		0
			Less than 5 years experience		5
			More than 5 years, but less than 10 years' experience		30
			More than 10 years, but less than 15 years experience		40
			More than 15 years experience		55

		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.			
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CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
2.	Tenderer's experience - Monetary values of current or previous security projects	Supporting documents required include: • JW Contactable Reference template must be completed by the referee [page 61 below] or • References on client letterhead indicating current or previous security projects. The Tenderer must demonstrate the monetary value of the projects submitted	Contract value	45	
			R 0 – R 9 999 999.99		5
			R 10 000 000 – R 44 999 999.99		10
			R 45 000 000 – R99 999 999.99		20
			R 100 000 000 – R199 999 999.99		35
			R200 000 000 and more		45

		under Criterion 1. Only projects submitted and accepted under Criterion 1 (Tenderer's Experience in Tactical Response Services and Security Escort Services) will be considered for evaluation under this criterion. The Tenderer must provide evidence of the contract value for the same projects through reference letters (Template provided in the document or reference letters on clients letterhead, provided they comply with functional requirements). Projects not submitted under Criterion 1 will not be considered for scoring under this criterion. NB: JW Contactable reference template 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			
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		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.			
--	--	--	--	--	--

CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
MINIMUM QUALIFYING SCORE				75	
TOTAL				100	
THE TENDERER MUST ACHIEVE A MINIMUM OF 75 POINTS ON TECHNICAL REQUIREMENTS IN ORDER TO BE CONSIDERED FOR FURTHER EVALUATION ON PRICING EVALUATION AND PREFERENCING					

Stage 3: Administrative Evaluation

REFERENCE TO THE TENDER DOCUMENT	DESCRIPTION	YES/NO
----------------------------------	-------------	--------

MBD 3.1	Pricing Schedule – Firm Prices	Yes
MBD 4 form	Declaration of Interest	Yes
MBD 5	Declaration for procurement above R10 Million (all applicable taxes included) if applicable.	Yes
MBD 6.1	Preference points claim form	Yes
MBD 8	Declaration of Bidder's Past Supply Chain Management Practices)	Yes
MBD 9	Certificate of Independent Bid Determination	Yes

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 PROVISION OF TACTICAL RESPONSE SERVICE, ARMoured VEHICLE SERVICES AND ESCORT SERVICES ON A MONTH-TO-MONTH BASIS FOR A PERIOD NOT EXCEEDING SIX [06] MONTHS

Name of Tenderer:

Description of Services provided in relation to scope of work or criteria 1 of evaluation.

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

Value:

Duration: Period when the Goods / Services were provided:

Start date: Year-Month-Day

End date: Year-Month-Day:.....

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

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 functional criteria requirements. A separate form must be completed for each reference as required in the evaluation criteria. 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.

Directors:

Mr Dineo Majavu (Chairperson), Mr Ntshavheni Mukwevho (Managing Director and Executive Director),
Mr Kgaugelo Mahlaba (Chief financial Officer and Executive Director) Mr Sipho Mthembu, Ms Zandile Meeleso, Mr Pholoso Matjele,
Mr Kgaile Mogoye, Mr Molate Mashifane, Ms Pamela Mabece, Mr Collen Sambo, Mr Makoko Makgonye, Ms Thabiso Kutumela,
Mr Kefiloe Mokoena

Ms Kethabile Mabe (Company Secretary),

Johannesburg Water SOC Ltd

Registration Number: 2000/029271/30

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Description of Services provided in relation to scope of work or criteria 1 of evaluation.

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.....
.....

Value:

Duration: Period when the Goods / Services were provided:

Start date: Year-Month-Day

End date: Year-Month-Day:.....

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

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 functional criteria requirements. A separate form must be completed for each reference as required in the evaluation criteria. 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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Duration: Period when the Goods / Services were provided:

Start date: Year-Month-Day

End date: Year-Month-Day:.....

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Email:

Completed on behalf (Name of Client)

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 functional criteria requirements. A separate form must be completed for each reference as required in the evaluation criteria. 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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Name of Tenderer:

Description of Services provided in relation to scope of work or criteria 1 of evaluation.

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

Value:

Duration: Period when the Goods / Services were provided:

Start date: Year-Month-Day

End date: Year-Month-Day:.....

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

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 functional criteria requirements. A separate form must be completed for each reference as required in the evaluation criteria. 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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Stage 4: Pricing Evaluation and Preferencing

Stage 4: The responses will be evaluated on the **80/20 preference point's principle**. Pricing schedule to be completed in full. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price will be entered, will be considered to be covered by the other prices in the Schedule.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed. (80/20 system) (To be completed by the tenderer)
Business owned by 51% or more – Women	10	
SMME (EME or QSE) owned by 51% or more - Black People	10	
Total	20	

SPECIFIC GOALS ANY ONE OR A COMBINATION OF ANY	MEANS OF VERIFICATION THAT MUST BE SUBMITTED OR A COMBINATION THEREOF TO PROVIDE POINTS CLAIMED
Business owned by 51% or more- Women	- Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR - CIPC registration document showing percentage of ownership and share certificate where applicable. - ID copy



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SPECIFIC GOALS ANY ONE OR A COMBINATION OF ANY	MEANS OF VERIFICATION THAT MUST BE SUBMITTED OR A COMBINATION THEREOF TO PROVIDE POINTS CLAIMED
SMME (EME or QSE) owned by 51% or more - Black People	• Full CSD report and ID copy of owner/s. • BBBEE Certificate issued by SANAS accredited verification agency, DTI BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath. • CIPC registration document of company or share certificates for all shareholders.

Note: A tenderer failing to submit proof of specific goals claimed as per the tender conditions may not be disqualified but only points for price will be allocated and zero points for specific goals.

13. AWARDING STRATEGY

This request for pricing [RFP] will be awarded to the Highest scoring bidder per region in terms of price and points scored for specific goals.

14. RETURNABLE DOCUMENTS

The following documents **must** be returned together with this Request for Pricing:

- 14.1 This request for pricing document must be completed and submitted with pricing or quotation.
- 14.2 Proof of points claimed for specific goal must be submitted to qualify for Specific Goals points.
- 14.3 Complete and sign the following Municipal Bidding Documents (MBD).
 - 14.3.1 MBD 3.1 Firm Price(s) Purchase
 - 14.3.2 MBD 4 form (Declaration of Interest).
 - 14.3.3 MBD 6.1 Form (Preference points claim form).
 - 14.3.4 MBD 8 (Declaration of Bidder's Past Supply Chain Management Practices)
 - 14.3.5 MBD 9 (Certificate of Independent Bid Determination).



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14.4 Latest municipal account/statement not older than three months or valid lease agreement for both the company and all active Directors.

14.5 The required documentary evidence for functionality or technical evaluation (where Applicable).

15. GENERAL TERMS AND CONDITIONS

15.1 Price(s) quoted must be valid for ninety (90) days from date of your offer.

15.2 Price(s) quoted **must** be firm for the duration of the contract and must be inclusive of VAT.

15.3 Bidders will be afforded a period of three (3) days to complete the following returnable documents (MBD 4, MBD 8 and MBD 9) in instances where such forms are incomplete.

15.4 Bidders who did not submit municipal statement of account or valid lease agreement for both the company and all active directors will be afforded a period of three (3) days to submit. In a case where the company or active Directors have municipal commitments overdue for more than 90 days, they will be offered three (3) days to settle their overdue amounts or submit proof of an arrangement agreed to between that municipality and that company or Director.



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15.5 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.

15.6 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:

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.

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

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

15.9 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, 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.



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16. DISPUTES:

16.1 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.

16.2 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. 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.

17. SCOPE OF CONTRACT:

17.1 The main objective of the project is to provide tactical response service, armoured vehicle services and escort services on a month-to-month basis for a period not exceeding six [06] months.

18. DURATION:

18.1 Month to Month for a period not exceeding six [06] months



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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE SUBMITTED BY THE STIPULATED TIME. 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 ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS



a world class African city



City of Johannesburg

Johannesburg Water SOC Ltd

Turbine Hall
65 Ntengi Piliso Street
Newtown
Johannesburg

Johannesburg Water
PO Box 61542
Marshalltown
2107

Tel +27(0) 11 688 1400
Fax +27(0) 11 688 1528

www.johannesburgwater.co.za

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

3.5. 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 ABOVE.

GENERAL CONDITIONS OF CONTRACT (GCC) WILL BE APPLICABLE TO THIS RFP.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

JOHANNESBURG WATER 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 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, 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

Name of authorised person:.....

Signature:.....

Date:.....

CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA)

The purpose of the Protection of Personal Information Act, no. 4 of 2013 (POPIA), is to protect personal

information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution. By signing this form, you consent to lawful collection, processing, storage and, where necessary, sharing your personal information by Johannesburg Water SOC Ltd. and consent is effective immediately and will remain effective until such consent is withdrawn in terms of POPIA.

1. I a natural person "herein referred to as the Data Subject" with ID Number hereby give my consent to Johannesburg Water SOC Ltd. "herein referred to as the Responsible Party" to collect, process and distribute my personal information where Johannesburg Water SOC Ltd. is legally required to do so.
2. I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
3. I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to Johannesburg Water SOC Ltd. sharing my personal information strictly for reporting purposes.
4. I understand that, should I refuse to provide Johannesburg Water SOC Ltd. with the required consent and/or information, Johannesburg Water SOC Ltd. will be unable to assist me.
5. I declare that all my personal information supplied to Johannesburg Water SOC Ltd. is accurate, up to date, not misleading and that it is complete in all respects and that I will notify Johannesburg Water SOC Ltd. of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Responsible Party is no longer authorised to retain it.

Signed at this day of20.....

.....

Signature of data subject/designated person

.....
Full Name/Dept of Responsible Party

.....
Signature

.....
Date

Protection of Personal Information Data Subject Consent Form (External)
FRM-POPI-2: DEC2022R1

**DATA SUBJECT CONSENT WITHDRAWAL FORM
IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013
(POPIA)**

CONSENT

I a natural person “herein referred to as the “Data Subject” with identification number hereby withdraw my consent to process my personal information by Johannesburg Water SOC Ltd (Responsible Party). Therefore, Johannesburg Water SOC Ltd. no longer has my consent to process my personal information for the intended purpose
.....
.....
.....which was previously granted using the DATA SUBJECT CONSENT FORM.

The withdrawal of consent does not affect the lawfulness of the processing activities up to the date on this form.

Details of Data Subject

Name and surname:
Identification number:
Date of Birth:
Residential address:
.....
.....
.....
Contact number(s):
E-mail address:
Relationship to Responsible Party:

Signed at _____ on this _____ day of _____ 20 ____

Signature of Data Subject

Information Officer/Deputy
Johannesburg Water SOC Ltd.

Declaration of Interest MBD 4

1. No bid will be accepted from persons in the service of the state¹.
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, hareholder²):.....

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.

.....

¹MSCM 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.

² 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.

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:

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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?

**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.

YES / NO

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 -

YES / NO

- 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?

- 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.

YES / NO

- 3.2 If yes, provide particulars.

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 / municipal 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

1. Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 - 80/20

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).
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- a) Price; and
 - b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

- a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

“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 **“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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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:

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

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 (80/20 system)	Number of points claimed. (80/20 system) (To be completed by the tenderer)
Business owned by 51% or more – Women	10	
SMME (EME or QSE) owned by 51% or more - Black People	10	
Total	20	

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.

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

2. 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	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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

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 ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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 ☐	No ☐
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 ☐	No ☐
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

3. Certificate of Independent Bid Determination MBD 9

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a pe 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 consortium³ 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;

(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.

³ 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

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

-
- Required by:Johannesburg Water.....
 - At:Various JW sites.....
 - Brand and Model
 - Country of Origin

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

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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, hareholder²):.....

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.

.....

¹MSCM 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.

² 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.

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:

.....
.....

**Tenderers are encouraged to truthfully declare all other company interests they may have, with specific reference to Question 3.14, of which if not fully completed, might lead to disqualification. Tenderers are encouraged to utilise the CIPC bizportal*

(www.bizportal.gov.za) , free registration to check the companies for which a director is a director for. This can be done by inserting an ID number for the director tendering and the portal will show all companies, whether active or not.

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)

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. YES / NO

.....

.....

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.

.....

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 / municipal 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 PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value below R50 000 000 (all applicable taxes included).

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 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 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to

preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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 (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SMME (An EME or QSE) 51% or more Black owned	10	
Business owned by 51% or more –Women	10	
Total	20	

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.

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 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	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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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 ☐	No ☐
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 ☐	No ☐
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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *pe 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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 consortium³ 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;
 - (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.

³ 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

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