SUPPLY CHAIN MANAGEMENT UNIT

REQUEST FOR TENDER

THIS DOCUMENT IS AVAILABLE ON THE ETENDER PORTAL IN PDF FORMAT OR A COPY OBTAINED FROM THE OFFICIAL NAMED ABOVE BUT MUST COMPLY WITH SUBMISSION REQUIREMENTS, IE NEATLY BOUND, IN ITS ENTIRETY WITH NO PAGES MISSING.

IMPORTANT NOTICE
N.B. NO TENDER DOCUMENTS TRANSMITTED PER FAX WILL BE ADMISSIBLE

<table>
<thead>
<tr>
<th>Collection of tenders</th>
<th>Documents may be collected during working hours from the Supply Chain Management Unit, Johannesburg Water, 17 Harrison Street, Marshalltown, Johannesburg.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing of tenders</td>
<td>No tenders will be accepted after closing time of 10:30 on the closing date. Please ensure that tender documents are submitted in a sealed envelope, clearly marked with the reference -number JW 026/19 CHR and addressed to the Supply Chain Management Unit (SCMU), Johannesburg Water. Tenders are to be deposited in the Tender Box situated at the entrance to No. 17 Harrison Street, Marshalltown, Johannesburg, on or before the closing time and date, being 10:30 on 11 October 2019. Under no circumstances must documents be handed to an employee of Johannesburg Water or handed in at the SCMU. Tender documents via courier services must also be deposited in the Tender Box and not handed to an employee of Johannesburg Water. NB: Tender documents which are not in sealed envelopes or which are not placed in the Tender Box will be rejected. Johannesburg Water will not accept responsibility for tender documents which are not deposited in the Tender Box.</td>
</tr>
</tbody>
</table>

Point scoring system: The 90/10 point scoring system will be applicable to this tender, i.e. 90 points for Price and 10 points for Preferential procurement (BBBEE).

Late tenders: Tender documents received after the closing time and date will be late and will not be accepted under any circumstances.

Tender Briefing: A compulsory briefing session will be held on 18 September 2019 at 10:00 in the Auditorium at Johannesburg Water's Head Office, 17 Harrison St, Marshalltown

Opening of Tenders: Tenders will be opened in public in the Auditorium of the same building soon after closing time and recording of received documents but not later than 11h00. Tenderers names (and total prices where practical) will be read out.

Selection Process: The selection process will be subject to the Supply Chain Management Policy of Johannesburg Water. Johannesburg Water will not necessarily accept the lowest or any proposal and reserves the right to withdraw a tender without furnishing reasons or award a tender in whole or in part and to more than one tenderer

JOHANNESBURG WATER SOC LTD SUPPORTS BBBEE

JW 026/19 CHR; PROVISION OF HUMAN BASED SECURITY, ALARM MONITORING, ARMED RESPONSE AND ESCORT SERVICES

CLOSING DATE: 11 OCTOBER 2019 at 10:30

<table>
<thead>
<tr>
<th>Name of Tenderer:</th>
<th>Tel. No.</th>
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</thead>
<tbody>
<tr>
<td>Contact person:</td>
<td>email</td>
</tr>
<tr>
<td>Cellphone no:</td>
<td>CSD No.</td>
</tr>
<tr>
<td>E-mail:</td>
<td>SARS Tax Compliance Pin (Tenders)</td>
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</tbody>
</table>
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<td>JW 14.2</td>
<td>DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES</td>
</tr>
<tr>
<td>JW 14.3</td>
<td>DECLARATION FOR PROCUREMENT EXCEEDING R10m</td>
</tr>
<tr>
<td>JWMBD 9</td>
<td>CERTIFICATE OF INDEPENDENT BID DETERMINATION</td>
</tr>
<tr>
<td>-</td>
<td>BANKING DETAILS FORM</td>
</tr>
</tbody>
</table>

**Note to tenderers**

Whilst every care will be exercised in compiling and handing over a complete tender document, it may occur that a portion/s may be omitted. It is therefore the responsibility of the tenderer to ensure that he is in possession of the complete tender document immediately after receipt and report any discrepancies to the SCM Unit for rectification.

Under no circumstances will JW be held liable for any incomplete document due to late detection by the tenderer.

Tenderers are advised to take note of the submission requirements indicated in the covering page of this tender.
## CHECK-LIST FOR TENDER SUBMISSION  
**JW 2.1**

Completion of this check-list will assist the Tenderer in ensuring that they have complied with all the requirements for submission of this tender.

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Complied</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Contact details provided</td>
<td>[ ] Yes</td>
</tr>
<tr>
<td></td>
<td>Name of tenderer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contact person</td>
<td></td>
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<td></td>
<td>Telephone No.</td>
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<td></td>
<td>Fax No.</td>
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<tr>
<td></td>
<td>Email address</td>
<td></td>
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<td></td>
<td>Cell No.</td>
<td></td>
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<tr>
<td>2</td>
<td>Completion of documentation (Forms)</td>
<td>[ ] Yes</td>
</tr>
<tr>
<td></td>
<td>Provide an Authority to sign Tender (JW 3.3)</td>
<td></td>
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<tr>
<td></td>
<td>Completed and signed JW 3 (Acknowledgement of conditions)</td>
<td></td>
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<tr>
<td></td>
<td>Completed and signed JW 4 - Tender form and Pricing schedule</td>
<td></td>
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<td></td>
<td>Completed and signed JW 4.1 - Non-firm Prices Alterations (if any) authenticated</td>
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<td></td>
<td>Completion of form JW 10 – (Preference points claim) Alterations authenticated</td>
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<td></td>
<td>Complete and sign JW 14 - Non-Collusion form</td>
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<td></td>
<td>Complete and sign JW 14.1 - Declaration of any potential Conflict of Interest</td>
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<td></td>
<td>Complete and sign JW 14.2 - past Supply Chain Management Practices Form</td>
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<td></td>
<td>Complete and sign JW 14.3 (Declaration for Procurement above R10m)</td>
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<td></td>
<td>Complete and sign JW MBD 9- Certificate of Independent bid Determination</td>
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<td></td>
<td>JV Agreement (if Applicable)</td>
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<td></td>
<td>Completed Banking Details</td>
<td></td>
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<tr>
<td>3</td>
<td>Submission of documents</td>
<td>[ ] Yes</td>
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<tr>
<td></td>
<td>Valid Tax Compliance Status Pin for Tenders</td>
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<td></td>
<td>Certified copy of Valid BBBEE certificate (SANAS IRBA approved)</td>
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<td></td>
<td>Certified copy of Valid BBBEE certificate for JV (if applicable)</td>
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<td></td>
<td>Confirmation that you have no municipal commitments overdue for more than 30 days (Refer JW 14.3)*</td>
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<tr>
<td></td>
<td>Confirmation that you have no municipal commitments overdue for more than 90 days**</td>
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<td></td>
<td>Confirmation that suitable arrangements in place for arrear municipal obligations with your local municipality</td>
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<tr>
<td></td>
<td>Annual Financial statements for past 3 years (AFS) *</td>
<td></td>
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<td>4</td>
<td>Qualifications</td>
<td>[ ] Yes</td>
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<td></td>
<td>Is your tender subject to any qualifications. If Yes, reference to such qualification/s must be indicated below:</td>
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</table>

* for tenders with an estimated total value exceeding R10m (VAT included)
** for all tenders regardless of value

Name of tenderer _________________________________Signature _____________________Date _______________

**NB: Failure to comply with the above will prejudice your tender**
1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Johannesburg Water (SOC) Ltd on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/We agree that -
   (a) the offer herein shall remain binding upon me/us and open for acceptance by Johannesburg Water (SOC) Ltd during the validity period indicated and calculated from the closing time of the bid;
   (b) this bid and its acceptance shall be subject to the terms and conditions embodied herein with which I am/we are fully acquainted;
   (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Johannesburg Water (SOC) Ltd, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and Johannesburg Water (SOC) Ltd and I/we will then pay to Johannesburg Water (SOC) Ltd any additional expense incurred by having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; Johannesburg Water (SOC) Ltd shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss Johannesburg Water (SOC) Ltd may sustain by reason of my/our default;
   (d) if my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
   (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicilium citandi et executandi in the Republic at (full address of this place)

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

SIGNATURE(S) OF BIDDER OR ASSIGNEE(S)........................................

DATE:....................................

Capacity and particulars of the authority under which this bid is signed ..........................................

Name of bidder:.............................................................................................................

Postal address (in block letters) .................................................................

Telephone No.(s) .................................................................

Facsimile No: .................................................................

Bid No. .................................................................

Name of contact person (in block letters).................................................................

INSTRUCTIONS TO BIDDERS

NB: Each bid must be submitted in a separate, sealed envelope on which the NAME AND ADDRESS OF THE BIDDER, THE BID NUMBER, DESCRIPTION OF BID AND THE CLOSING DATE must be clearly endorsed. The bid must be addressed to Supply Chain Management Unit, Johannesburg Water (SOC) Ltd and deposited in the Bid Box situated at the entrance: 17 Harrison St, Marshalltown, J Johannesburg.

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

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

Bid documents may not be submitted via the South African Post Office as only bid documents received in the Bid Box at the time of closing will be taken into account. Failure to complete and sign this form as required will result in elimination of the bid.

IMPORTANT CONDITIONS
Bid documents must be manually completed and in ink. Non adherence to this condition will invalidate the tender. This condition applies to bid documents purchased as well as bid documents downloaded from the etender portal.

Failure on the part of the bidder to sign/mark this bid form (JW3) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, will invalidate the bid.

Bids should be submitted on the official forms provided. Should any conditions of the bid be qualified by the bidder, Johannesburg Water may in its discretion accept such qualification or disqualify the bid.

If any of the conditions on this bid form (JW 3) are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

Bids submitted by facsimile will under no circumstances be accepted.

Bids received after the closing time and date will not be accepted and will be returned to the bidder unopened.

The bid document shall not be re-typed / submitted on a copied bid document or scanned and completed electronically.

All bid documents must be in sealed envelopes and deposited in the Official Bid Box situated at 17 Harrison Street, Marshalltown. Bid documents submitted in any other manner will not be accepted.

Only the original bid document supplied to the bidder by Johannesburg Water must be submitted. The original bid document must not be dismantled or unbound and must be submitted in its entirety, ie as a whole without any changes being effected. No part thereof may be removed, omitted or amended in any way through electronic, mechanical or any other means whatsoever. Failure to adhere to these requirements will invalidate the bid.

It is an absolute requirement that the bidders tax matters are in order. To this effect the bidder must furnish their Tax Compliance Status Pin for bids as requested elsewhere in the bid document. Failure to adhere to this requirement will result in the bid being invalidated.
Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

<table>
<thead>
<tr>
<th>(I) COMPANY</th>
<th>(II) CLOSE CORPORATION</th>
<th>(III) PARTNERSHIP</th>
<th>(IV) JOINT VENTURE</th>
<th>(V) SOLE PROPRIETOR</th>
</tr>
</thead>
</table>

(I) Certificate For Company

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

Chairman:  ........................................................................................................

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

2 ......................................................................................

Date: .................................
(II) Certificate For Close Corporation

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>SIGNATURE</th>
<th>DATE</th>
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<tbody>
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Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.
### (III) Certificate For Partnership

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>SIGNATURE</th>
<th>DATE</th>
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</table>

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

This Returnable Schedule is to be completed by joint ventures.

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

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>ADDRESS</th>
<th>DULY AUTHORISED SIGNATORY</th>
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</thead>
<tbody>
<tr>
<td>Lead partner</td>
<td></td>
<td>Signature. ..................</td>
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<tr>
<td></td>
<td></td>
<td>Name ........................</td>
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<td>Designation</td>
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<td>Signature. ..................</td>
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<td>Designation</td>
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<td>Signature. ..................</td>
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<tr>
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<td></td>
<td>Name ........................</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Designation</td>
</tr>
</tbody>
</table>

Note: This certificate is to be completed and signed by all of the key partners upon 
whom rests the direction of the affairs of the Joint Venture as a whole.
(V) Certificate For Sole Proprietor

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

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

As Witnesses:

1. ..........................................................................................

2. ..........................................................................................

Date: ..............................................
1. The tender must be submitted as follows;
1.1 In the same format as prescribed
1.2 The original tender document issued to tenderers must be submitted in its entirety.
1.3. Completeness of submissions, i.e. all documents as required with the tender and supporting
documentation as requested, amongst others, i.e. CSD Registration confirmation, Tax
compliance status, Financial statements, registration with relevant bodies, municipal account,
SABS certification, BBBEE certificate etc
Tenders will be assessed on Responsiveness, Functionality, Financial offer and Broad Based
Black Economic Empowerment (BBBEE), including Preferential Procurement.
When considering the financial aspect, the tenderer shall make an accurate assessment of the
resources required to execute the assignment and observe pricing instructions accordingly.

2. Responsiveness:
   Tenderers will be required to comply with all the requirements of the standard conditions
   of tender, as follows:
   a) The tender document shall be properly and fully completed and signed.
   b) Comply to eligibility criteria where applicable (e.g. CIDB requirement)
   c) That pricing instructions has been observed, including the completion and signing of
      (Pricing Form) JW4 / Form of Offer including authenticating alterations, costing
      submitted in the format as required, completion of the BOQ and financial summary as
      required. Tender documents downloaded from the tender portal must also comply
      with submission requirements, ie document/s must be properly bound, with all parts
      intact and pages in chronological order. Documents not complying with this
      requirement will be rejected.
   d) That instructions pertaining to alterations to the Pricing schedules / BOQ of the
      tender document have been observed and complied to.
   e) Tender responses must be submitted only on the official tender document issued and
      any other form of response will not be accepted.

   NB: Tenderers are encouraged to verify their tender submission for compliance against
   the Checklist (JW 2.1) included in the tender document

3. Functionality:
The following aspects will be considered during the Technical evaluation of this tender:
   • The tenderer (Company) must comply with PSIRA requirements and must be valid
   • Tenderer to have a minimum of 3 years’ experience in providing security services to a large
     corporate or government department.
EVALUATION CRITERIA

JW: 026/19 CHR

• Tenderer to provide details of the key personnel management (Curriculum Vitae) as described on the evaluation criteria.
• The tender (Company) must provide a proof of address or valid lease agreement when submitting their bid response.
• The tenderer must ensure that all the item listed below must be available at the time of site visit:

4. Financial offer:
The following aspects will be considered in the financial offer;
  a) That the tenderer demonstrate the ability to render the service
  b) Costing for all items as described in the specifications table
  c) Review of financial offer and discrepancies between total and calculations
  d) Identify any parameters that may have a bearing on the financial offer, e.g. contract period, price escalations or adjustments required and life cycle costs.

5. BBBEE and Preferential Procurement:

Tenderers are required to submit a valid BBBEE certificate or an affidavit (as applicable) confirming their BBBEE status level of contributor with their tender document. Further, points will only be allocated upon submission of a valid BBBEE Scorecard. Failure to submit a valid BBBEE Scorecard will result in no points being allocated for Preferential Procurement.

6. Evaluation:
Tenders will be evaluated on the 90/10 point scoring system. 90 points will be allocated to Price and the remaining 10 points will be allocated for BBBEE and Preferential Procurement.

NB: The application of points will operate as such whereby the lowest rate offered will be allocated 80 points and prorated thereafter.
However, tenders will include a functionality component whereby tenderers will be required to satisfy the minimum requirements in terms of the criteria included for this purpose. Tenderers who do not meet the minimum requirement will be automatically eliminated. Only shortlisted tenderers will be required to submit samples of bound documents for evaluation purposes.
## a) Functionality (Technical)

<table>
<thead>
<tr>
<th>Criteria No.</th>
<th>Criteria</th>
<th>Description</th>
<th>Documentary evidence</th>
<th>Points allocation</th>
<th>% Weighting</th>
<th>Min number of points</th>
<th>Max number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PSIRA registration</td>
<td>Tenderer to comply with all PSIRA requirements and must be registered</td>
<td>Valid PSIRA registration certificate to be provided by the Tender (Company)</td>
<td>Registration is compliant</td>
<td>Yes/no</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Experience</td>
<td>Tenderer to have a minimum of 3 years’ experience in providing security services to a large corporate or government department.</td>
<td>Tenderer must provide confirmation in writing from their clients on related or similar work completed, duration and date. Template (Contactable reference) provided in the tender document must be completed by their client or the same information provided on the clients letterhead.</td>
<td>Security company with Less than 3 years’ experience will score 0 points. Security company with 3-5 years in experience in service will score 20 points. Security company with 6-8 years’ experience in service will score 30 points. Security company with 9 and more years’ experience in service will score 40 points</td>
<td>40%</td>
<td>20</td>
<td>40</td>
</tr>
<tr>
<td>3</td>
<td>Key Management personnel</td>
<td>Tenderer to provide Curriculum Vitae (CV) for Key Management personnel registered with PSIRA Grade B and A, with security related qualification: Certificate, Diploma, and Degree or higher obtained from registered/recognised institution.</td>
<td>Tenderer to provide CV’s with detailed experience and security related qualification for the key management personnel with attached supporting documents.</td>
<td>No key management personnel CV, with no experience and no qualification, will score 0 point. At least 1-3 Key management personnel CV provided, registered with PSIRA Grade B and A, with security related experience and qualification will score =15 points. 4 and more Key personnel management CV provided registered</td>
<td>20%</td>
<td>15</td>
<td>20</td>
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<tr>
<td><strong>EVALUATION CRITERIA</strong></td>
<td><strong>JW 3.1</strong></td>
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<td><strong>JW: 026/19 CHR</strong></td>
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| **4** | **Locality (Provide proof of Address)** | **Tenderer to provide proof of address or rates and tax document or valid office lease agreement with letterhead.** | **The tenderer to attach the proof of address as prescribed.** | **Company with functional office and full operational control room anywhere outside Gauteng province will score 5 points.**<br>**Company with functional office and full operational control room within Gauteng will score 7.5 points.**<br>**Company with functional office and full operational control room within greater Johannesburg municipal area will score 10 points.** | **10%** | **5** | **10** |

The tenderer to achieve a minimum score of 40 as well as minimum per criteria to be considered for further evaluations on site visits.

| **5** | **Site Visit** | **Tenderer to demonstrate their capability to execute the contract** | **The tenderer must ensure that all the item listed below must be available at the time of site visit:**<br>• Fully Operational control room with operational alarm monitoring system.<br>• Fully equipped control room with functional Guard monitoring system<br>• Security Handcuffs<br>• Button sticks | **Not all items available at the time of visit will score 0.**<br>**All required items available will score 30 points.** | **30%** | **30** | **30** |

The tenderer must achieve the allowable score of **30** points for the site visit in order to be considered for further evaluation.

| Possible score for quality (Ms) | |
|-------------------------------|---|---|---|
|                               | 100 | 70 | 100 |
A Tenderer will be required to achieve an overall minimum score of ---70--- points for functionality as well as the minimum score for each criterion in order to be considered further.

b) Price (Financial component)
The points allocated for the financial element will be 90. The eligible tenderer with the lowest cost will be allocated 90 points. Tenderers thereafter in order of ranking on price will be allocated points proportionally.

The tenderers financial offer (as required in the JW 4) / (Form of offer) must be completed and submitted as required. Prices for each item as requested must be provided. Incomplete pricing information will result in the tender offer being declared non-responsive.

c) Preferential Procurement Points
A maximum of 10 points will be allocated for preferential procurement. However, these points will only be allocated to tenderers who submit a valid BBBEE Scorecard together with all the required supporting documentation. Non-submission of a valid scorecard will result in no points being awarded.

APPLICATION
The Tenderer/s who obtains the required minimum score for the Technical component (Functionality) will be considered for further evaluation. The points obtained for Price will be added to the points obtained for BBBEE as described to arrive at the final score. The tenderer obtaining the highest points will be considered for award.
EVALUATION CRITERIA

JW: 026/19 CHR
CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender JW……………. for …………………………………………………………….

Name of tenderer:___________________________________________________

Description of goods / service provided__________________________________________

Duration / time when the above was provided_____________________________________

Approximate value of the goods/ service provided_________________________________

Was their performance satisfactory ? Yes / No*

Was the quality / specifications complied with Yes / No*

If No, please furnish details……………………………………………………………………………….

Will you recommend this supplier to anyone without reservations: Yes / No

Rate this supplier out of a possible score of 5 with 5 being excellent and 1 being unacceptable.   

Name of authorised person:________________________Signature:_____________________

Telephone: ___________________email__________________________date____________

Completed on behalf (name of business)

________________________________________________________________________

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

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

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender JW……………. for ..............................................................

-----------------------------------------------------------------------------------------------------------------------------------------

Name of tenderer:___________________________________________________

Description of goods / service provided________________________________________

Duration / time when the above was provided_____________________________________

Approximate value of the goods/ service provided_________________________________

Was their performance satisfactory ?  Yes / No*

Was the quality / specifications complied with  Yes / No*

If No, please furnish details......................................................................................

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

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

Will you recommend this supplier to anyone without reservations:  Yes / No

Rate this supplier out of a possible score of 5 with 5 being excellent and 1 being unacceptable.  

Name of authorised person:______________________Signature:_____________________

Telephone:_____________________email__________________________date____________

Completed on behalf (name of business)

_________________________________

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

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

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender JW……………. for …………………………………………………………….

Name of tenderer:___________________________________________________

Description of goods / service provided__________________________________________

Duration / time when the above was provided_____________________________________

Approximate value of the goods/ service provided_________________________________

Was their performance satisfactory ? Yes / No*

Was the quality / specifications complied with Yes / No*

If No, please furnish details……………………………………………………………………………….

Will you recommend this supplier to anyone without reservations: Yes / No

Rate this supplier out of a possible score of 5 with 5 being excellent and 1 being unacceptable.

Name of authorised person:______________________Signature:_____________________

Telephone: ___________________email__________________________date____________

Completed on behalf (name of business)

______________________________________________________________________________

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

Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.
PROVISION OF HUMAN RESOURCE BASED SECURITY SERVICES, ALARM MONITORING AND ARMED RESPONSE

TENDER NUMBER: JW 026/19 CHR

PART 1 - GENERAL SPECIFICATIONS

1. PROVISION OF SERVICES

1.1 As from the Commencement Date, the Contractor shall render the Services, expertise and facilities to JW as set out in these Specifications.

1.2 The services of professionally trained qualified and registered security personnel are required by JW to perform duties at the Sites allocated by JW, the monitoring of alarm systems and the armed response to alarm activations.

2. SECURITY PERSONNEL

2.1 The Contractor and its employees provided in terms of this agreement shall be registered with the Private Security Officer’s Regulatory Authority (PSIRA) and shall at all times during the term of this agreement comply with the provisions of the Private Security Industry Regulations Act No. 56 of 2001 as amended from time to time or any Act which supersedes that Act. A certified copy of the current certificate of registration of the contractor with PSIRA must be submitted together with the tender document. Failure to adhere to this requirement will result in the elimination of such tender.

2.2 The Contractor shall provide the required number of security personnel to JW only after they have successfully completed the approved training course(s), i.e. grades A, B, C, D, and E the nature of which shall be prescribed by PSIRA. The security personnel shall not less than 10 (ten) days prior to the Commencement Date have been trained and qualified to perform their services to the level of professional efficiency required by JW and agreed upon by the parties. All costs incurred in the training of security personnel provided in terms of this agreement shall be borne by the Contractor.

2.3 The security personnel provided in terms of this agreement shall perform their duties from Mondays to Sundays from 18:00 to 06:00 (night shift) and/or 06:00 to 18:00 (day shift) or such other times as may be required by JW from time to time.
2.4 The security personnel provided in terms of this agreement shall report for duty daily at those places as indicated in the scope of work by JW. However, these places of reporting may vary, from time to time according to the operational requirements of JW.

2.5 The Contractor shall before the Commencement Date furnish JW with the names and grades and PSIRA registration numbers of all the security personnel employed by the Contractor to render the Services. This information shall be certified as true and correct by the Contractor and shall at all times during the term of this agreement, be kept up to date by the Contractor by means of written notice to JW setting out any change to the information submitted within 7 days of such change occurring.

2.6 The Contractor shall together with the Tender furnish JW with a letter of good standing from PSIRA.

3. CONDITIONS PRECEDENT

3.1 Security personnel provided by the Contractor in terms of this agreement shall, be -

3.3.1 prepared to work shifts and/or overtime as and when required by JW and agreed upon by both parties;

3.1.2 a member of the local community, if at all possible;

3.1.3 in a physically fit and mentally sound condition to perform their duties in terms of this agreement;

subject to the code of conduct (Part 2 of this document) as amended from time to time.

3.2 Members of the security personnel shall:

3.2.1 daily sign on and off duty as required by JW;

3.2.2 when on duty wear an identity disc, tag or other device as agreed upon between the parties and issued by the Contractor at its own cost;

3.2.3 when on duty, and where the use of a firearm is required, be in possession of a valid firearm permit issued by the Contractor at its own cost in conjunction with the South African Police Service;

3.2.4 when on duty, wear the uniform clothing including foot-wear as required by JW which shall be provided by the Contractor;

3.2.5 when on duty, be in possession of the equipment referred to herein (which shall at all
PROVISION OF HUMAN RESOURCE BASED SECURITY SERVICES, ALARM MONITORING AND ARMED RESPONSE

TENDER NUMBER: JW 026/19 CHR

3.2.6 be professionally and formally trained and able to use and handle a firearm when required;

3.2.7 be trained and able to use and control guard dogs when required by JW: Provided that only the number of members of the Contractor's security personnel as agreed upon between the parties shall be trained by the Contractor to use and control guard dogs.

4. CONDITIONS OF EMPLOYMENT

4.1 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. When called upon to do so by JW, the Contractor shall produce proof that the provisions of this clause are complied with by it.

4.2 The conditions contained in any agreement or mutual agreement mentioned in the definition of wage regulation measure shall be binding upon the Contractor whether or not it is a party to such agreement or mutual arrangement.

4.3 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 or statutory enactment unless otherwise agreed to by JW in writing.

4.4 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 security industry, or in the absence thereof, in terms of the last applicable wage determination.

4.5 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.

4.6 The Contractor shall on or before the Commencement Date provide JW with certified copies of its current grievance and disciplinary procedures.
5. DUTIES OF CONTRACTOR

5.1 The security personnel are first and foremost deployed by the Contractor to protect the employees/labour, assets, equipment, tools and materials of JW, at the Site allocated to them refer to scope of work.

5.2 The Contractor shall be obliged to have and maintain a functioning operational office within the area of the City of Johannesburg Metropolitan Municipality.

5.3 The Contractor shall be responsible for taking command of and controlling the deployment of its security personnel on a daily basis at Sites designated by JW. No employee of the Contractor may be present at any Site unless deployed to that Site by the Contractor.

5.4 The Contractor shall provide the necessary equipment, and uniforms required in terms of these Specifications or as directed by JW from time to time in writing, which shall at all times be in a clean and working order and condition, including but not limited to firearms, handcuffs, batons, radios, pocket books, pens, torches and wrist watches to enable its security personnel to perform their duties to the satisfaction of JW. All original pages of Occurrence Books shall from first utilisation, become the property of JW, and shall be handed to JW for safe keeping immediately after the pages/books are full. JW undertakes to give the Contractor 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 Pocket Books in the possession of the Contractor.

5.5 Identification for purposes of this agreement shall constitute -

5.5.1 a standard uniform, as approved by JW: and

5.5.2 an identity disc, tag or other device as approved by JW.

5.6 The standard uniform shall consist of:
5.6.1 at least the following attire for both male and female security personnel: cap/beret, shirt, pants, socks, shoes/boots, belt, whistle, baton, handcuffs, the Contractor's insignia and adequate clothing for protection against inclement or cold weather as and when required, and

5.6.2 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:

5.6.2.1 a recent colour photograph of the relevant security personnel member;
5.6.2.2 his/her full names, surname and nick name;
5.6.2.3 identity number and grade; and
5.6.2.4 registration number with PSIRA,

and shall be displayed on the right hand side pocket of the shirt whilst on duty.

5.7 The Contractor warrants and guarantees that:

5.7.1 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: and

5.7.2 the security personnel shall, after completion of their formal training, have the expertise to execute their functions properly, in particular regarding but not limited to -

5.7.2.1 the execution of their service, including the legal aspects thereof,
5.7.2.2 the use, handling of firearms when required; and
5.7.2.3 the use and control of guard dogs as and when required by JW; Provided that only the number of members of the Contractor’s security personnel as agreed upon

5.7.2.4 between the parties shall be trained by the Contractor to use and control guard dogs.
5.7.3 All of the security personnel provided by the Contractor to JW shall at least once every six (6) months receive formal training on pre-determined subjects and for a duration as required by JW prior to the commencement of such training. The results of any such retraining shall be made available to JW in writing forthwith on being issued. This will be at the contractors cost.

5.7.4 All of 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 three (3) months receive 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 contractors cost.

5.7.5 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.

5.8 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 at all times continue to be employees of the Contractor.

5.9 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.

5.10 The Contractor acknowledges that JW shall at all times 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.

6. **SCOPE OF WORK: PROPERTY**

6.1 In respect of security services provided on the premises of JW, the Contractor shall at all times apply the provisions of the Control of Access to Public Premises and Vehicles Act. 1985 (Act No. 53 of 1985) to the premises of JW. The general duties of security personnel provided by the Contractor in applying the Act to the property of JW shall, inter alia, include the following: the JW Security Manager shall designate a member of the JW staff or a member of the security personnel to be the person in control of the premises ("the authorised officer"). No person shall without the permission of the authorized officer enter or enter upon any premises or any vehicle in respect of which a directive has been issued by JW and for the purpose of the granting of that permission the authorized officer may require of the person concerned that he –

6.1.1 furnish his name, address and any other relevant information required by the
TENDER NUMBER: JW 026/19 CHR

authorized officer;

6.1.2 produce proof of his identity to the satisfaction of the authorized officer;

6.1.3 declare whether he has a firearm or any potential dangerous object in his possession, custody or under his control;

6.1.4 declare what the contents are of any vehicle suitcase, attaché case, bag, handbag, folder, envelope, parcel or container of any nature which he has in his possession or custody or under his control, and show those contents to him;

6.1.5 subject himself and anything which he has in his possession or custody or under his control to an examination by an electronic or other apparatus in order to determine the presence of any potential dangerous object; and

6.1.6 In the case of designated high security premises or vehicles be searched by an authorized officer.

6.2 Where an authorized officer grants permission in terms of clause 6.1, he may do so subject to conditions regarding the carrying or displaying of some form of proof that the necessary permission has been granted, to visit a specific person, office or area, the duration of his presence on or in the premises or vehicle, the escorting of the person concerned while he is on or in the premises or vehicle, and such other requirements as he may consider necessary.

6.3 Subject to the provisions of the Trespass Act 1959 (Act No. 6 of 1959), an authorized officer may at any time remove any person from any premises or vehicle if -

6.3.1.1 that person enters or enters upon the premises or vehicle concerned without the permission contemplated in clause 6.1;

6.3.1.2 that person refuses or fails to observe a condition contemplated in clause 6.3; or

6.3.1.3 the authorized officer considers it necessary for the safeguarding of the premises or vehicle concerned or the contents thereof or for the protection of the people therein or thereon.

6.4 The search of a female under clause 6.1 shall only be carried out by a female security personnel member in private, and should at all times be done in a courteous and dignified manner.

6.5 The provisions of clause 6.1 shall apply in respect of any member of the South African
Police Service establishment by or under any law or a member of the South African National Defence Force, who is required in the performance of his functions, to enter or enter upon any public premises or public vehicle and who produces proof of his identity to the satisfaction of the authorized officer concerned. Provided that such member shall not be obstructed in the performance of his duties.

6.6 Area Supervisor will visits all their manned sites twice per 24 hour shift, a posting off Security officers will not be considered as a site visit.

6.7.1. Area Supervisors will get out of their vehicle when visiting a site and check all registers on site, make sure that all the equipment provided by the contractor is in working order at any given time.

6.7.2. The Area Supervisor will do a patrol of the site and clock at all the active guard monitoring points on site and ensure these points are working.

6.7.3. Area Supervisors will from time to time be requested to escort JW technical staff to high risk areas.

6.7 Armed response officers will perform the duties of an armed response officer.

6.8.1. Have all the correct equipment to perform their duties.

6.8.2. Respond to all call out and JW alarm activations.

6.8.3. Give feedback to their control room as to what the situation is on site. Buildings are open, windows are broken, a break-in to place or there was a robbery. In the event of a break-in or robbery the SAPS and JW Security must be contacted.

6.8.4. Record the alarm activation in the onsite occurrence book if it is a manned site, leave an alarm activation report slip that the security officers on site must hand over to the site management.

6.8.5. Complete incident investigation forms if an incident occurred.

6.9. All JW alarm systems and active guard systems will be monitored 24/7, 365 days a year in the contractors control room.

6.9.1. In the event of an alarm activation the controller on duty will dispatch an armed response unit to the alarm activation. Even if the site is a manned site the armed response unit will respond to the site alarm activation.

6.9.2. In the event of a failed patrol on the Active Guard System the Area Supervisor will be dispatched to the site of the failed patrol to investigate why there was a failed patrol.

6.9.3. The contractor will daily send a detailed alarm and active guard report to JW Security
Section. The report will contain the following information. The name of the site, date and time of the alarm activation. Name of armed response officer, time he arrived on site and the reason for the alarm activation and findings. The same will be done for any failed patrol on the active guard monitoring system.

7. PENALTIES:

In terms of clause 11 of the 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:

7.1 In the event of an armed officer being posted without a firearm/pepper ball gun, not in working order or without the necessary ammunition, or without a holster or without a firearm licence, or permit or authorisation issued in terms of the Firearms Control Act No 60 of 2000 or an unarmed security personnel member being posted in place of the armed security personnel member, a penalty shall be imposed by JW.

7.2 Various grades of security personnel will be required by JW from time to time for the Services. Certain Services will require specific grades of security personnel which will be notified by JW to the Contractor and may be amended by JW, in writing, from time to time. 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.

7.3 Provided, all overpayments made to the Contractor shall forthwith be recovered from the time the lower grade or untrained security personnel was/were supplied and the matter shall then furthermore, should the agreement still be in force, be dealt with in terms of clause 20 of the Terms and Conditions of Contract.
PROVISION OF HUMAN RESOURCE BASED SECURITY SERVICES, ALARM MONITORING AND ARMED RESPONSE

TENDER NUMBER: JW 026/19 CHR

7.4 In the event of security personnel being provided without standard equipment or without the standard equipment being clean or in working order, or in the event of Johannesburg Water Security Staff 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 security at the said site and breaches as indicated is found:

<table>
<thead>
<tr>
<th>Items</th>
<th>Penalty: Year One</th>
<th>Penalty: Year Two</th>
<th>Penalty: Year Three</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pen, Means of telling the time, Registers not kept up to date or written out ahead of time, e.g., Occurrence Books, Access Control Registers.</td>
<td>R 500, 00 per shift</td>
<td>R 550, 00 per shift</td>
<td>R 605, 00 per shift</td>
</tr>
<tr>
<td>Uniform or part of standard uniform which includes ID Cards, Handcuffs, Batons.</td>
<td>R 500,00 per shift</td>
<td>R 550, 00 per shift</td>
<td>R 605, 00 per shift</td>
</tr>
<tr>
<td>Guard monitoring systems, Active guard systems not in a working condition or not been utilized by Security Officers on site.</td>
<td>R 2000,00 per shift</td>
<td>R 2200, 00 per shift</td>
<td>R 2420, 00 per shift</td>
</tr>
<tr>
<td>Spotlights or Flashlights not in a working condition. JW to ensure that there is electricity on site/ Security Service provider to ensure the working condition of equipment.</td>
<td>R 600,00 per shift</td>
<td>R 660, 00 per shift</td>
<td>R 726, 00 per shift</td>
</tr>
<tr>
<td>Base Station and Portable Radios as well as Cellular Phones not in a working condition. JW to ensure that there is electricity on site/Security Service provider to ensure the working condition of equipment.</td>
<td>R 700,00 per shift</td>
<td>R 770, 00. per shift</td>
<td>R 847, 00. per shift</td>
</tr>
<tr>
<td>Firearms and pepper ball gun related issues.</td>
<td>R 2000,00 per S/O on shift</td>
<td>R 2200, 00 per S/O on shift</td>
<td>R 2420, 00 per S/O on shift</td>
</tr>
<tr>
<td>No Occurrence Book or Access Control Register on site.</td>
<td>R 700,00 per shift</td>
<td>R 770, 00 per shift</td>
<td>R 847, 00 per shift</td>
</tr>
<tr>
<td>Site Supervisors, Area Supervisors and armed reaction vehicles not in a working condition/Security Service provider to ensure the working</td>
<td>R 4000,00 per shift</td>
<td>R 4400, 00 per shift</td>
<td>R 4840, 00 per shift</td>
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PROVISION OF HUMAN RESOURCE BASED SECURITY SERVICES, ALARM MONITORING AND ARMED RESPONSE

TENDER NUMBER: JW 026/19 CHR

<table>
<thead>
<tr>
<th>Condition of all vehicles.</th>
<th>JW8</th>
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<tbody>
<tr>
<td>Site Supervisors, Area Supervisor and armed response officers that are unable to use the vehicle due to it not been in a working condition will be seen as not performing their duties</td>
<td>R 4000,00 per shift</td>
</tr>
<tr>
<td>Security personnel found self-posting, not on site, deserting their point of duty or sleeping while on duty.</td>
<td>R 4000,00 per shift</td>
</tr>
<tr>
<td>Security personnel found making use of heaters or stove plates while on site</td>
<td>R 1500,00 per shift</td>
</tr>
<tr>
<td>Security personnel that have been found making illegal electrical connections on any JW site.</td>
<td>R 1500,00 per shift</td>
</tr>
<tr>
<td>Guardrooms and areas around these structures found dirty/ JW to provide dustbins on site.</td>
<td>R 1500,00 per shift</td>
</tr>
<tr>
<td>Armed response officers not responding to alarms</td>
<td>R 4000,00 per alarm activation</td>
</tr>
<tr>
<td>Failing to provide alarm reports, guard monitoring reports, incident reports and weekly reports</td>
<td>R 4000,00 per 24 hour shift</td>
</tr>
</tbody>
</table>

7.5 Should the Contractor fail to provide additional resources and/or services required, within the specified time frames, it shall be liable to JW for a penalty of R2000.00 for each one (1) hour or portion thereof such additional resources and/or services is delayed. This will be the case irrespective of whether the cause of such delay is in the control of the Contractor or not.

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

8. REPORTING OF INCIDENTS AND WEEKLY REPORTS:

8.1 All incidents or accidents involving the death of or injury to any person including any criminal offence committed on the site/s or JW premises, shall forthwith be reported to the local police station and JW within two (2) hours after occurrence of the said incident.
has come to the attention of the Contractor. A detailed written report of all such incidents shall be presented to JW within twelve (12) hours after the occurrence of the said incident or accident. A penalty will be issued should the contractor fail to provide a full report in the given time frame.

A list of names and telephone numbers of JW’s controlling officers to whom the said incidents or accidents shall be reported will be made available to the Contractor on or before the Commencement Date.

8.2 Salient details of all incidents occurring on JW’s premises shall be recorded immediately after the occurrence thereof in the occurrence book. Books for this purpose shall be made available by the Contractor at its own cost for the premises and shall remain available for inspection by JW at any time in a prearranged office or enclosure on the premises. The pages of the occurrence book shall be numbered consecutively by the Contractor when implemented, and no pages shall be removed by any person for any reason whatsoever.

8.3 A weekly detailed written report in respect of the premises shall be submitted to JW’s Security Section every Thursday morning before 08:00am. A weekly meeting will be held every Thursday at 09:00am in the JW Security Sections boardroom.

8.4 Manager, Security Section or JW Security Operations Manager on or before the first working day of the following week. The report shall include full details of any accident or incidents which occurred during the preceding week, reports as may be requested by JW in the duty list, details of routine inspection visits, and any other information relating to the security situation on the premises.

8.5 Notwithstanding anything to the contrary, JW may also, should it deem it necessary, request the Contractor to submit a detailed written report in respect of any incident/s (including shooting incident reports) or accident/s after it has occurred on JW’s premises.

9. PROVISION OF HAND HELD TWO-WAY RADIO SETS

9.1 Hand held 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.

9.2 The Contractor shall provide the JW Security Manager on or before the Commencement Date with a diagram indicating the local communication network and call signs used by the Contractor during the term of this agreement. Any changes in this network or call signs shall forthwith be brought to the attention of JW in writing.
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9.3 The hand held two-way radios shall at all times be in a working condition and any defunct or faulty radios shall be replaced without delay by the Contractor at its own cost.

9.4 The JW Security Manager shall enable direct communication between the Contractor or his own security personnel via landline or cellular phones. All numbers will be supplied on or before Commencement Date.

9.5 The Contractor shall take the necessary steps to prevent radio transmissions on or near JW’s premises to cause interference with, or block reception by, radio systems used by JW or any other division or units of JW.

9.6 Under no circumstances shall the Contractor operate any radio equipment on JW’s premises without obtaining the prior written authority from the JW Security Manager.

9.7 Should the Contractor or any of its employees use any radio equipment on JW’s premises without such written authority, the Contractor shall be liable for any damage or loss suffered by JW or any other division or unit of JW directly contributed to the use of such radio equipment.

10. PROVISION OF ROAD MOTOR VEHICLES AND/OR MOTORCYCLES

10.1 If required by JW, the Contractor shall provide comprehensively insured roadworthy motor vehicle(s) with driver(s) (with valid, unendorsed code 10 driver’s license), motorcycle(s) with driver(s) (with valid, unendorsed code 02 driver’s license), for roving patrol duties.

10.2 The Contractor shall provide the required number of motor vehicle(s) and/or motorcycle(s) or quads 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), and/or motorcycle(s) and driver(s) on verbal request from any official other than the above, but should it nevertheless react positively to such a request, JW shall not effect payment for the unauthorized service rendered.

10.3 The motor vehicle(s) and/or motorcycle(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.

10.4 The motor vehicle(s) and/or motorcycle(s) and driver(s) shall perform their daily duties at such times as agreed upon from time to time between JW and the Contractor.

10.5 Drivers provided by the Contractor shall only drive motor vehicle(s) and/or
motorcycle(s) provided by the Contractor in terms of this agreement.

11. MAINTENANCE OF THE MOTOR VEHICLES

11.1 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.

11.2 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) can not 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.

11.3 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.

12. PROVISION OF FIREARMS:

12.1 The Contractor shall only provide firearms on written instruction from the JW Security Manager and only the number of firearms, as agreed with the JW Security Manager. Only firearms registered in the name of the Contractor shall be permitted on the Contract location or JW’s sites. 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.

12.2 The Contractor shall at all times ensure that the security personnel provided to JW in terms of this agreement are only issued with those types of firearms as are expressly agreed upon between the parties. Only the following types of firearms shall be acceptable for use on JWs sites:

12.2.1 SHOTGUNS: (12 BORE PUMP ACTION)

- Atis
- Beretta
- Browning
- CBC
- Musler
- Maverick
- Mossberg
- Remington
- Winchester

N.B. Single shot shotguns shall not be acceptable.
12.2.2 **REVOLVERS:**

- Astra
- Colt
- Llama
- Ruger
- Rossi
- Taurus Smith & Wesson

12.2.3 **PISTOLS:**

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

An alternative to the use of firearms is to issue Pepper Ball Guns that are gas feed and loaded with pepper balls and plastic balls. (It must be noted that security officers that are armed with a standard firearm become a target for their firearms). See Security Services Providers Detailed Costing as to where Firearms and pepper ball guns are needed.

12.3 Firearms of a trademark not mentioned in clauses 12.2.1 to 12.2.3 should only be used on the extended Contract sites or JW’s premises once JW’s prior written consent has been obtained.

12.4 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.

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

**12.5.1 Modifications:**

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

**12.5.2 Safety Catches:**
Safety devices fitted on firearms shall at all times be in a working condition, and shall not be modified.

12.5.3 Sights:

Sights fitted on firearms shall at all times be in a good condition.

12.5.4 Slings:

Shotguns shall at all times be fitted with proper slings and attachments.

12.5.5 Triggers:

Triggers shall be in working order at all times.

12.5.6 Trigger-guards:

Trigger-guards shall at all times be intact.

12.5.7 Shotguns:

Single shot shotguns are not acceptable.

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

12.7 The Contractor shall at all times 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.

PART 2 - CODE OF CONDUCT

GENERAL OUTLINE:

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:

- Guarding
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- Roving
- Patrolling
- Static
- Escort Duties
- Information Gathering

- Correct reporting channels
- Personnel Management

- Administration and Logistics

13. GUARDING SPECIFIC TASKS

The guarding function is sub-divided into the following:-

13.1 ROVING:

Roving guards must on a continuous basis patrol the area of responsibility and provide feedback of the status of the situation to their supervisors. Contractor security personnel must ensure that no crime is committed against the mentioned critical areas or any other area as agreed upon by both parties from time to time. Areas that are regarded as critical during the patrol phase are as follows but not limited to:

- JW and its staff and labour
- JW buildings/offices
- JW site yards
- JW workshops
- JW site fences and gates
- JW vehicles and vehicle parts
- JW equipment, tools and material (construction and non-construction)
Contractor’s personnel must whilst patrolling their area of responsibility, identify all critical and vulnerable points and in writing, report it to JW. All Security Personnel must at all times adhere to the safety Regulations as stipulated in the Occupational Health and Safety Act, 1993 (ACT 85 of 1993) and JW’s safety and security policies guidelines and instructions.

13.2 PATROLLING

Patrolling the areas of responsibility as agreed will take place as per Contract and in one of the following manners:

13.2.1 FOOT PATROL:

Guards will patrol an agreed specified site. If armed guards are required they will patrol in teams of two. Armed guard will operate in teams of two, never alone. Guards will make Pocket Book entries of all observations noticed during the patrol and immediately notify his/her supervisor or security Contractor’s control room of any irregularity found. Points must be identified where guards must report to at either specific times or at specific intervals. All other specification as per Roving patrol (13.1) will be adhered to.

13.2.2 VEHICLE PATROL:

Vehicles supplied by the Contractor will be roadworthy and available for inspection by JW at a place advised by JW.

The vehicles will be driven by a legal licensed employees of the Contractor. The vehicle may not be used to post guards, pick up or drop off guards in any manner as JW pays a monthly fee for the vehicle for the vehicle to do operational duties. It may only be used for JW purposes as dictated in the detailed job description. The vehicle will be used between specified points, depots, installations and workshops, to transport found or stolen property and in certain instances used to escort JW personnel. A logbook will be kept in the vehicle that will be audited by JW on a daily basis for correctness. A patrol vehicle may not leave its area of responsibility unless authorised by an authorised JW representative. If a vehicle has to go for a service it will be replaced with a similar vehicle and with the authorisation of JW. If a vehicle breaks down during a shift the security contractor will replace it with a similar vehicle within two (2) hours of it breaking down. An authorised representative of JW will be informed accordingly, Pocket Book, Occurrence Book and logbook entries with the claimed kilometers must be made. When the replacement vehicle is on the post, a Pocket Book, Occurrence Book and log book entry will be made with the closing
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JW8 kilometers on the post. All other specification as per roving, patrol (13.1) will be adhered to.

13.2.3 MOTOR CYCLE PATROL:

Motor cycles supplied by the Contractor will be roadworthy and available for inspection by JW Project at a place advised by JW. A legal licensed member of the security contractor will only ride the motor cycle. The motor cycle may only be used for JW purposes as dictated in the detailed job description. The motor cycle will be used for patrolling next to railway lines, marshalling yards or premises as required in the Contract. A logbook will be kept, which will be audited by JW on a daily basis for correctness. The motor cycle will only leave its area of responsibility if authorised by a authorised JW representative. If a motor cycle has to go for a service it will be replaced with a similar motor cycle and with the authorisation of an authorised JW’s representative. If a motor cycle break down during a shift the security contractor will replace it with a similar motor cycle within two hours of it breaking down. An authorised representative of JW will be informed accordingly, a Pocket Book, Occurrence Book and logbook entries with the claimed kilometers will be made. When the replacement motor cycle is on the post, a Pocket Book, Occurrence Book and log book entry will be made with the closing kilometers on the post. All other specification as per roving, patrol (13.1) will be adhered to.

13.3 STATIC GUARDING

Guards will be posted to specific identified points in order to perform static duties in their immediate environment. Their duties will include but is not limited to:

- The safeguarding of JW premises and all assets in the vicinity inclusive of personnel and labour.
- Ensuring property (construction and non-construction material) is not removed or stolen without necessary documentation or authorisation.
- Searching of persons, property and vehicles, if so required in the execution of duties.
- Monitoring and observation of identified areas and making the relevant Pocket Book entries.
- Ensure that no crime is committed in the agreed-upon static area.

13.4 ESCORT DUTIES
Where escort duties are required the Contractor's employees employed as guards must be trained in the protection of personnel. Guards must be extremely observant and cautious in the protection of personnel. Guards will not leave the area where they are protecting or escorting personnel. Guards will at incidents form all round defense, be alert and inform personnel they are protecting of any danger they shall notice. Guards will make a Pocket Book entry when receiving the request to escort personnel, inform their control room of the request. Guards 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 Pocket Book entry will be made on time of arrival, surveillance done and the Contractor’s control room and JW’s security section be notified. Any irregularity occurring during the escort or protection of personnel will immediately be reported to the guard’s supervisor and JW. When the escort duties are finalised, the guards must again make a Pocket Book entry with the exact time the services ended and inform the security contractor’s control room and JW’s security section. All specifications as in Roving Patrols (13.1) will be adhered to. When guards perform escort duties they will positively identify themselves before commencement of the escort.

13.5 INFORMATION GATHERING

Guards must take note of all extraordinary incidents and occurrences that are not specifically crime related, like persons on service roads, suspicious vehicles, people, baggage and parcels, workers on lines, persons making inquiries about guard totals, movements etc. All such incidents must be recorded in the Pocket Book and Occurrence Book and reported to supervisors and JW without delay. The Contractor will put in place a written plan on information gathering and provide it to JW.

14. PERSONNEL EQUIPMENT

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

- Cellular phones
- Land radios
- Torches
- Spotlight
- Battery pack
• Bullet proof Vest

• Tongfa

• Handcuffs

• Vehicles

• Pocketbook

• Wrist Watch

• Pen

• Identification Card

• Firearm Competency Certificate

• Hand Radio

• Specified Firearm

• The requisite number of firearms and specification of firearms and rounds must be present at all times.

• The serviceable requisite number of specified equipment must be with the guard at all times.

15. **REPORTING CHANNELS**

The following reporting channels must be adhered to:

Security personnel shall report all incidents and irregularities to, firstly, their Supervisor, then to JW officials at the site and the JW Security Manager or the JW Security Operations Manager;

Make entries in sequence of events in the official Pocket book of:

• Date and time reported on and off duty;
• All instructions received before the beginning of the shift;
• Tasks and duties 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,
• Log books (Mobile patrol and Supervisors),
• Pocket Books,
• Lost and found register,
• Incident reports (shooting) or any incident, etc.

16. **ADMINISTRATION**

The Contractor will ensure that the Occurrence Book and the Access Control Register 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 Site unless authorised by the JW Security Manager or a JW Security Operations Manager.

17. **LOGISTICS**

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

- Torch batteries
- Cellular phone batteries
- Hand radio batteries
- Globes for torches
- Registers
- Pens
- Hand radios
- Wrist watches and batteries etc.

Non serviceable equipment will be replaced within the shift that it becomes unserviceable. Only equipment as specified in the Specifications and will be allowed on sites or posts.

17.2 Uniforms

The Security Contractor shall ensure that it has sufficient spare uniforms in stock to replace any deficiencies at Sites.

18. EXECUTION OF DUTIES

The following duties will be executed by all Supervisors during their shift of duty.

SUPERVISOR

a) Parading all guards before and after the shift;

b) Ensure that the security personnel have and understand their job descriptions, knows the goals of the site and knows all the contingency and emergency plans and have all relevant telephone numbers;

c) Inspection of vehicles;
d) Ensure that all critical points as agreed upon, are fully manned;

e) Shall visit guards at their posts;

f) Ensure that security personnel do not leave their posts unless properly relieved;

g) Ensure that all equipment necessary for the post, are present and in sound working condition and meets the requirements set out;

h) Completion of the following registers: Occurrence Book, Visitors Register, Access Register, Firearm Register and Pocket Book;

i) Rectifying of all shortcomings in the area of responsibility;

j) Ensure that all deficiencies are reported to JW within one hour of having posted security personnel, be that manpower or equipment;

k) Ensure that all members are fit and ready to commence duties;

l) Attend to all incidents occurring during the shifts;

m) Reporting of all incidents to JW and the Contractor’s control room;

n) When there is a shooting incidents, 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 the Control Room;

- Report the incidents to the nearest Police Station;

- Remain on the scene until a JW Supervisor/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;

o) He shall obtain the following information in event of shooting/incident:

- Name and Surname of the person injured or killed in the incident;

- Physical address and work address, if any;

- Name, Surname and Grade of the guard/s involved in the incident;
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• The name, surname, physical home address and physical work address of any witnesses to the incident;

• Time, date and place of incident;

• Firearm make, number and caliber;

• Number of rounds;

• Reason for shooting.

p) On routine inspection of area of responsibility identify any potential, critical or hazardous situation and report it to JW.

q) Ensure that no fires are made on or near the premises of JW.

r) Ensure that security personnel receive no visitors whilst on duty.

s) Attend to requests/complaints received from JW personnel.

t) Safeguard the personnel and/or labour, assets and property of JW, against any and all criminal elements. This shall be achieved by:

• patrolling of the demarcated areas by motorcycles and vehicles or on foot as prescribed.

• protecting any freight and rolling stock like trucks, freight vehicles, equipment, in the area of responsibility;

• protecting personnel by escorting JW’s staff working within the vicinity;

• not deviate from a designated route;

• reporting of all incidents to JW and their company control room;

• acting as back-up to guards in adjacent areas;

• recording of all incidents in their Pocket Books immediately when they occur;

• brief the relief on the situation on Site of handing over as well as all-outstanding matters.
19. **CRITICAL TELEPHONE NUMBERS**

Detailed telephone numbers will be made available for each Site as soon as the Contract commences. The numbers will differ from Site to Site.

20. **CONTINGENCY PLANNING**

The immediate action drills of the Contractor's guards in case of an emergency will include:

a) **Pedestrian/Vehicle control/Crowd control**

- Stay calm.
- Do not panic or cause panic.
- Inform Control Room/Supervisor of situation.
- Cordon off the area.
- Only allow access to JW authorised personnel and emergency services.
- Evacuate personnel from area on scene.
- Direct people to identified assembly point.
- Assist the injured.

b) **Bomb Threats**

- Stay calm.
- Keep the caller talking for as long as possible.
- Ask the caller to repeat the message.
- Listen carefully to the caller’s voice.
- Which language does he speak?
Is it the voice of a male or a female?

Does the person speak with an accent?

Does the person speak clearly, coherently and rationally or the opposite?

Is there a definite defect of speech?

How does the person sound?

Does the person sound fearful and nervous?

If possible take down the exact words of the caller.

Record and ask the caller the following questions:

1) Where are the bomb placed?
2) What does the container look like?
3) When is it set to explode?
4) What kind of bomb is it?
5) Why is he/she doing this?
6) Who is he/she?
7) Where is he/she calling from?
8) Is he/she a child?
9) How old is he/she?
10) Date and time

Record the date and exact time the call is received.

Record the duration of the call.

Never ever touch a suspicious object.

Listen to any background noises.
c) Explosion

- Immediately report to the control room.
- Cordon off the area to prevent unauthorised persons from entering the premises/scene as this can hamper emergency work/endanger people’s lives/destroy evidence.
- If there is a fire, follow fire drill.
- Evacuate the area.
- Assist the injured.
- Keep access open for emergency personnel.
- The senior Contract security member on site must be available, as soon as the Coordinator arrives on the scene, for consultation and deployment of personnel. If a JW security official is present, the senior Contract person must report to this official.
- Assist the emergency teams, protection services (SAPS, SANDF, Ambulances and Fire Brigade) on the scene.
- Ensure the safety of JW personnel and equipment on the scene until situation has been normalized.
- Make Occurrence Book and Pocket Book entries in details to ensure that no information is lost.
- Constantly be on the lookout for more suspicious parcels/possible bombs.

d) Fire

- Report to the control room and give a brief description of the situation.
- Sound the alarm according to the emergency drill as per site instruction.
- Ascertain if anybody is trapped, if so, render assistance.
- Start fighting the fire if possible.
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- Cordon off the area.
- Carry out instructions of the Fire Brigade when they arrive and assist where possible.
- Evacuate area as per Site evacuation drill.
- Keep open access for emergency vehicles.

e) Natural Disaster

- Report to the control room and give a brief description of the situation.
- Keep inquisitive people away and be prepared for looters.
- Assist the injured.

a) Labour Unrest

- Report to the control room and give a brief description of the situation.
- Render assistance to JW officials when they arrive on the scene.
- Protect JW and its assets, equipment, tools and material.
- Protect employees of JW customers and other labour against attacks or injury.
- Keep open access for emergency vehicles.

b) Armed Robbery

- Never attempt to stop armed robbers unarmed.
- The well-being of employees, customers, labour and the community must always be the guard's first concern.
- Gather as much information about the transgressors as possible.
- Report robbery to control immediately.
- Attend to injured persons as best as possible.

c) Network Infrastructure (new or existing) Bursts/Leaks
In case of a pipe burst/leak, suggesting potential vandalism, the security will act as follows:

- Note the exact time and place of the burst/leak. (physical address)
- Make a list of damage items (pipe, valve, fire hydrant, air valve, bulk meter, customer meter, etc.).
- Try to ascertain the reason for the burst/leak, if possible.
- Was any leak prior to the burst reported, if so, to whom and when?
- Persons on site at the time as well as any salient data, e.g. names, injuries, extent of damage etc.
- Direction of water flow and any possible further damage if this is not attended to immediately.
- Report the above information to the JW Security Manager or the JW Security Operations Manager and the Contractor's control room.
- Cordon off area affected, if possible and so required by JW.
- Assist the injured or affected.

d) **Reservoir Burst**

In case of a burst reservoir, suggesting potential vandalism the security personnel will act as follows:

- Note the exact time and place of the burst (physical address)
- Name of the reservoir.
- Try to ascertain the reason for the burst, if possible.
- Was any leak prior to the burst reported, if so, to whom and when? (If possible).
- Persons on site at the time as well as any salient data, e.g. Names, injuries, extent of damage etc.
- Is plant operator present?
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- Report the above information to the JW Security Manager or the JW Security Operations Manager and the Contractor's control room.

- Cordon off area affected, if possible and so required by JW.

- Assist the injured or affected.

21. **HAZARDS**

The Contractor shall comply with all the conditions set out in the attached form "Safety Hazards on JW Installations".
JOHANNESBURG WATER (SOC) LTD

GENERAL CONDITIONS OF CONTRACT (JW 13)
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1. Definitions 1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

1.26 “Tort” means Delict

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

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

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

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

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

3. General
3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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

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

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

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

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

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

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

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

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

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

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

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

8. Inspections, tests and analyses
8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

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

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

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

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

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

10. Delivery and documents
10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
11. Insurance
11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

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

13. Incidental Services
13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts
14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
(b) in the event of termination of production of the spare parts:
(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty
15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rands unless otherwise stipulated.

17. Prices

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

18. Variation in contractual hours

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

19. Assignment

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

20. Subcontracts

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

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

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

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

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

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

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

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised May 2013
PROVISION OF HUMAN BASED SECURITY SERVICES, ARMED RESPONSES, ALARM MONITORING AND ESCORT SERVICES.

To: Johannesburg Water (SOC) Ltd.

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, tender for the PROVISION OF HUMAN BASED SECURITY SERVICES, ARMED RESPONSES, ALARM MONITORING AND ESCORT SERVICES FOR A PERIOD OF 36 MONTHS as specified, in conformity with the said bidding documents and as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

Details of my/our offer are as follows:

We undertake, if our Bid is accepted, to supply this service in accordance with the requirements specified in the tender document.

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

We understand that JW is not bound to accept the lowest or any bid received or may award the tender in whole or in part.

Should my/our tender be successful, it be understood that a contract will come into existence for a period of 36 months with the option to Johannesburg Water to extend the contract on the same terms and conditions for a further period of 12 months at its discretion, which will commence from the date indicated in the letter of appointment.
PRICING SCHEDULE

NB: ANY AND ALL ALTERATIONS TO THE TENDER DOCUMENTS MUST BE SIGNED IN FULL BY THE TENDERER’S AUTHORISED SIGNATORY.

ANY COMPLETION OF THE TENDER DOCUMENT IN PENCIL OR ERASABLE INK WILL NOT BE ACCEPTED AND WILL DISQUALIFY THE TENDER.

I/We, the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the General Conditions of Contract, Special Conditions and Scope of work attached and hereby agree to provide the services listed below and provide results and certificates to JW in accordance therewith.

Tender prices must include all transport, labour, travelling and any equipment required to execute contract obligations.

However, the prices must exclude VAT. Failure to complete this form in full and in ink and to authenticate alterations with a full signature will result in the tender being invalidated.
**Pricing Schedule**

**Guarding**

Costing Area Supervisors

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<th>Resources</th>
<th>Details</th>
<th>Detailed Costing</th>
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<th>Year 2</th>
<th>Year 3</th>
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<td>LDV/Sedan</td>
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<td>Equipment:</td>
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<td>Safety equipment</td>
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**Duties:**

Two dedicated site visits per 12 hour shift to each of his sites. This will include tagging at all the active guard system points when visiting the sites.

When site visits are done the entire security officer equipment will be check as per the sites requirements and the Occurrence book will be signed.
PROVISION OF HUMAN BASED SECURITY SERVICES, AREMED RESPONSE, ALARM MONITORING AND ESCORT SERVICES FOR A PERIOD OF 36 MONTHS

TENDER NO: JW 026/19 CHR

| Escort duties of JW technical staff when required including water samplers from Cydna Labs. |  |  |  
|---|---|---|---|
| Posting of ad-hoc security officers when required. |  |  |  

| Total Costs | R | R | R |

Costing Armed Response Officer:

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<tr>
<th>Resource:</th>
<th>Details</th>
<th>Detailed Costing</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
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<td>1x Day shift</td>
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<td>1x Night shift</td>
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<td></td>
<td>Cellular phone</td>
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<tr>
<td></td>
<td>Radio</td>
<td></td>
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<tr>
<td></td>
<td>Safety equipment</td>
<td></td>
<td></td>
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</tbody>
</table>

| Total Costs | R | R | R |

Specific Staffing Requirements per Site:

The individual sites must be priced as per the details deployed per site schedule below:
1: exact number of security officers as specified
2: exact grade specified
3: only armed as specified.

Detailed Deployments per Johannesburg Water Manned Installations
# Tender No: JW 026/19 CHR

<table>
<thead>
<tr>
<th>Facility</th>
<th>Day Shift</th>
<th>Night Shift</th>
<th>Equipment</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Randburg Depot</td>
<td>1 x Grade B: Armed (firearm) 2 x Grade C: Armed: pepper ball gun</td>
<td>1 x Grade B: Armed (firearm) 2 x Grade C Armed: pepper ball gun</td>
<td>1 x Base Station Radio 1 x Hand Held Radio 2 x Torch 2 x Set of Handcuffs 1 x Firearm 2 x Pepper Ball gun 1 x Active Guard System 1 x Occurrence Register 1 x VAC and PAC system</td>
<td>R R R</td>
<td>R R R</td>
<td>R R R</td>
</tr>
<tr>
<td>Langlaagte Depot</td>
<td>1 x Grade B: Armed 4 x Grade C: Armed: pepper ball guns</td>
<td>1 x Grade B: Armed 4 x Grade C: Armed: pepper ball guns</td>
<td>1 x Base Station Radio 3 x Hand Held Radios 3 x Torches 4 x Sets of Handcuffs 1 x Firearm 4 x Pepper Ball Guns 1 x Active Guard System 1 x Occurrence Register 1 x VAC and PAC system</td>
<td>R R R</td>
<td>R R R</td>
<td>R R R</td>
</tr>
<tr>
<td>Hamburg Depot</td>
<td>1 x Grade B: Armed: Firearm 3 x grade C Pepper ball gun</td>
<td>1 x Grade B: Armed: Firearm 3 x grade C Pepper ball gun</td>
<td>1 x Base Station Radio 2 x Hand Held Radios 3 x Torches 4 x Sets of Handcuffs 1 x Firearm 3 x Pepper Ball Gun 1 x Active Guard System 1 x Occurrence Register 1 x VAC and PAC system</td>
<td>R R R</td>
<td>R R R</td>
<td>R R R</td>
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</tbody>
</table>
**PROVISION OF HUMAN BASED SECURITY SERVICES, AREMED RESPONSE, ALARM MONITORING AND ESCORT SERVICES FOR A PERIOD OF 36 MONTHS**

**TENDER NO: JW 026/19 CHR**

<table>
<thead>
<tr>
<th>Location</th>
<th>Armed (firearm)</th>
<th>Armed: pepper ball gun</th>
<th>Base Station Radio</th>
<th>Hand Held Radios</th>
<th>Torches</th>
<th>Sets of Handcuffs</th>
<th>Firearm</th>
<th>Pepper Ball Guns</th>
<th>Active Guard System</th>
<th>Occurrence Register</th>
<th>VAC and PAC system</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avalon Depot</td>
<td>1 x Grade B</td>
<td>1 x Grade C</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Guns</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
</tr>
<tr>
<td></td>
<td>Armed</td>
<td>Armed: pepper ball gun</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 x Grade C</td>
<td>2 x Grade C</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Guns</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
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<tr>
<td></td>
<td>Armed: pepper ball gun</td>
<td>2 x Grade C</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Guns</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Armed: pepper ball gun</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Guns</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
</tr>
<tr>
<td>Avalon Pre-paid Meter Facility</td>
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<td>1 x Base Station Radio</td>
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<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Guns</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
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<tr>
<td></td>
<td>Armed (Firearm)</td>
<td>Armed: pepper ball gun</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Guns</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
</tr>
<tr>
<td></td>
<td>2 x Grade C</td>
<td>2 x Grade C</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Guns</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
</tr>
<tr>
<td></td>
<td>Armed: pepper ball gun</td>
<td>2 x Grade C</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Guns</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
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<tr>
<td></td>
<td></td>
<td>Armed: pepper ball gun</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Guns</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
</tr>
<tr>
<td>FFennel Rd Depot</td>
<td>1 x Grade B</td>
<td>1 x Grade B</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Guns</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
</tr>
<tr>
<td></td>
<td>Armed (Firearm)</td>
<td>Armed: pepper ball gun</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Guns</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
</tr>
<tr>
<td></td>
<td>3 x Grade C</td>
<td>3 x Grade (Firearm) C: Armed: pepper ball guns</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Guns</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
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<tr>
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<td>Armed pepper ball guns</td>
<td>3 x Grade C</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Guns</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Armed: pepper ball gun</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Guns</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
</tr>
<tr>
<td>Depot / Location</td>
<td>Grade B: Armed (Firearm)</td>
<td>Grade C: Armed pepper ball guns</td>
<td>Grade B: Armed (Firearm)</td>
<td>Grade C: Armed pepper ball guns</td>
<td>Grade B: Armed (Firearm)</td>
<td>Grade C: Armed pepper ball guns</td>
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<tr>
<td>Glenvista Depot / Reservoir</td>
<td>1 x</td>
<td>1 x</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>2 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Gun</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
</tr>
<tr>
<td>Ennerdale Depot</td>
<td>1 x Grade B: Armed (Firearm)</td>
<td>1 x Grade B: Armed (Firearm)</td>
<td>1 x Base Station Radio</td>
<td>3 x Hand Held Radios</td>
<td>3 x Torches</td>
<td>4 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>3 x Pepper Ball Gun</td>
<td>1 x Active Guard System</td>
<td>1 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
</tr>
<tr>
<td>Southdale Depot</td>
<td>1 x Grade B: Armed (Firearm)</td>
<td>1 x Grade B: Armed (Firearm)</td>
<td>1 x Base Station Radio</td>
<td>2 x Hand Held Radios</td>
<td>3 x Torches</td>
<td>3 x Sets of Handcuffs</td>
<td>1 x Firearm</td>
<td>2 x Pepper Ball Gun</td>
<td>1 x Active Guard System</td>
<td>2 x Occurrence Register</td>
<td>1 x VAC and PAC system</td>
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</tbody>
</table>
# PROVISION OF HUMAN BASED SECURITY SERVICES, AREMED RESPONSE, ALARM MONITORING AND ESCORT SERVICES FOR A PERIOD OF 36 MONTHS

**TENDER NO: JW 026/19 CHR**

<table>
<thead>
<tr>
<th>Location</th>
<th>Grade B: Armed (Firearm)</th>
<th>Grade C Armed Pepper Ball Gun</th>
<th>Base Station Radio</th>
<th>Torch</th>
<th>Firearm</th>
<th>Set of Handcuffs</th>
<th>Pepper Ball Gun</th>
<th>Active Guard System</th>
<th>Occurrence Register</th>
<th>VAC and PAC System</th>
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</thead>
<tbody>
<tr>
<td>Hursthill Depot</td>
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<td>1 x</td>
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<tr>
<td>Klipspruit Depot</td>
<td>1 x</td>
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<td>4 x</td>
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<tr>
<td>Midrand Depot and Regional Offices</td>
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</tbody>
</table>
### Zandfontein Regional / South Depot/ North Depot.

<table>
<thead>
<tr>
<th>Location</th>
<th>Grade B: Armed</th>
<th>Grade C: Armed: Pepper ball gun</th>
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<tbody>
<tr>
<td>1 x Grade B: Armed</td>
<td>1 x Grade B: Armed</td>
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</tr>
<tr>
<td>4 x Grade C: Armed: Pepper ball gun</td>
<td>4 x Grade C: Armed: Pepper ball gun</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Location</th>
<th>Grade B: Armed</th>
<th>Grade C: Armed: Pepper ball gun</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 x Base Station Radio</td>
<td>1 x Base Station Radio</td>
<td></td>
</tr>
<tr>
<td>4 x Hand Held Radios</td>
<td>2 x Handheld Radios</td>
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</tr>
<tr>
<td>4 x Torches</td>
<td>2 x torch</td>
<td></td>
</tr>
<tr>
<td>4 x Sets of Handcuffs</td>
<td>2 x Set of Handcuffs</td>
<td></td>
</tr>
<tr>
<td>1 x Firearm</td>
<td>1 x Firearm</td>
<td></td>
</tr>
<tr>
<td>4 x Pepper Ball Guns</td>
<td>1 x Pepper Ball Gun</td>
<td></td>
</tr>
<tr>
<td>1 x Active Guard System</td>
<td>1 x Active Guard System</td>
<td></td>
</tr>
<tr>
<td>3 x Occurrence Registers</td>
<td>1 x Occurrence Book</td>
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</tr>
<tr>
<td>2 x VAC and PAC system</td>
<td>1 x VAC and PAC system</td>
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### Cydna Labs

<table>
<thead>
<tr>
<th>Location</th>
<th>Grade C: Armed: Pepper ball gun</th>
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</thead>
<tbody>
<tr>
<td>1 x Grade C: Armed firearm</td>
<td>1 x Grade C: Armed firearm</td>
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<td>1 x Grade C: Armed: Pepper ball gun</td>
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<table>
<thead>
<tr>
<th>Location</th>
<th>Grade B: Armed</th>
<th>Grade C: Armed: Pepper ball gun</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 x Base Station Radio</td>
<td>1 x Base Station Radio</td>
<td></td>
</tr>
<tr>
<td>2 x Handheld Radios</td>
<td>2 x Handheld Radios</td>
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</tr>
<tr>
<td>2 x torch</td>
<td>2 x torch</td>
<td></td>
</tr>
<tr>
<td>2 x Set of Handcuffs</td>
<td>2 x Set of Handcuffs</td>
<td></td>
</tr>
<tr>
<td>1 x Firearm</td>
<td>1 x Firearm</td>
<td></td>
</tr>
<tr>
<td>1 x Pepper Ball Gun</td>
<td>1 x Pepper Ball Gun</td>
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<tr>
<td>1 x Active Guard System</td>
<td>1 x Active Guard System</td>
<td></td>
</tr>
<tr>
<td>1 x Occurrence Book</td>
<td>1 x Occurrence Book</td>
<td></td>
</tr>
<tr>
<td>1 x VAC and PAC system</td>
<td>1 x VAC and PAC system</td>
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</table>

### Ennerdale Works Waste Water Treatment Plant

<table>
<thead>
<tr>
<th>Location</th>
<th>Grade B: Armed</th>
<th>Grade C: Armed: Pepper ball gun</th>
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</thead>
<tbody>
<tr>
<td>1 x Grade B: Armed</td>
<td>1 x Grade B: Armed</td>
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</tr>
<tr>
<td>2 x Grade C: Armed: Pepper ball gun</td>
<td>2 x Grade C: Armed: Pepper ball gun</td>
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<table>
<thead>
<tr>
<th>Location</th>
<th>Grade B: Armed</th>
<th>Grade C: Armed: Pepper ball gun</th>
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</thead>
<tbody>
<tr>
<td>1 x Base Station Radio</td>
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<tr>
<td>1 x Handheld radio</td>
<td>1 x Handheld radio</td>
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</tr>
<tr>
<td>2 x torch</td>
<td>2 x torch</td>
<td></td>
</tr>
<tr>
<td>2 x Set of Handcuffs</td>
<td>2 x Set of Handcuffs</td>
<td></td>
</tr>
<tr>
<td>1 x Firearm</td>
<td>1 x Firearm</td>
<td></td>
</tr>
<tr>
<td>2 x Pepper ball gun</td>
<td>1 x Pepper ball gun</td>
<td></td>
</tr>
<tr>
<td>1 x Active Guard System</td>
<td>1 x Active Guard System</td>
<td></td>
</tr>
<tr>
<td>2 x Occurrence Book</td>
<td>2 x Occurrence Book</td>
<td></td>
</tr>
<tr>
<td>1 x VAC and PAC system</td>
<td>1 x VAC and PAC system</td>
<td></td>
</tr>
</tbody>
</table>
PROVISION OF HUMAN BASED SECURITY SERVICES, AREMED RESPONSE, ALARM MONITORING AND ESCORT SERVICES FOR A PERIOD OF 36 MONTHS

TENDER NO:  JW 026/19 CHR

<table>
<thead>
<tr>
<th>Northern Works Waste Water Treatment Plant</th>
<th>1 x Grade B site Supervisor: Armed</th>
<th>10 x Grade C: Armed</th>
<th>1 x vehicle/LDV</th>
<th>1 x Base Station Radio</th>
<th>9 x Handheld Radios</th>
<th>9 x Torches</th>
<th>11 x Sets of Handcuffs</th>
<th>1 x Firearm</th>
<th>10 x Pepper Ball Guns</th>
<th>2 x Active Guard Systems</th>
<th>4 x Occurrence Books</th>
<th>2 x VAC and PAC system</th>
<th>R</th>
<th>R</th>
<th>R</th>
</tr>
</thead>
</table>

10 x Grade C: Armed

1 x Base Station Radio

9 x Handheld Radios

9 x Torches

11 x Sets of Handcuffs

1 x Firearm

10 x Pepper Ball Guns

2 x Active Guard Systems

4 x Occurrence Books

2 x VAC and PAC system
<table>
<thead>
<tr>
<th>Location</th>
<th>Equipment Details</th>
<th>Tender No: JW 026/19 CHR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Pipe Line</td>
<td>2 x Grade C: Armed pepper ball Gun, 2 x Grade C: Armed pepper ball Gun, 2 x Handheld Radios, 2 x Torches, 2 x Sets of Handcuffs, 2 x Pepper Ball Guns, 2 x Active Guard Systems, 1 x Occurrence Book</td>
<td>JW4</td>
</tr>
<tr>
<td>Olifantsvlei Works Waste Water Treatment Plant &amp; Van Wyks Rust Pump station.</td>
<td>1 x Grade B Site Supervisor: Armed, 12 x Grade C: Armed, 1 x Grade B Site Supervisor: Armed, 12 x Grade C: Armed, 1 x vehicle/LDV, 2 x Base Station Radio, 8 x Handheld Radios, 12 x Torches, 13 x Sets of Handcuffs, 1 x Firearm, 12 x Pepper Ball Guns, 2 x Active Guard System, 2 x Occurrence Books, 1 x VAC and PAC system</td>
<td>JW4</td>
</tr>
<tr>
<td>Goudkoppies Works Waste Water Treatment Plant</td>
<td>1 x Grade B: Site Supervisor Armed, 8 x Grade C: Armed, 1 x Grade B: Site Supervisor Armed, 8 x Grade C: Armed, 1 x LDV/Vehicle, 1 x Base Station Radio, 6 x Handheld Radios, 4 x Torches, 9 x Sets of Handcuffs, 1 x Firearm, 8 x Pepper Ball Guns, 2 x Active Guard Systems, 2 x Occurrence Books, 1 x VAC and PAC system</td>
<td>JW4</td>
</tr>
<tr>
<td>Driefontein Works Waste Water Treatment Plant</td>
<td>1 x Grade B: Site Supervisor: Armed 2 x Grade C: Armed</td>
<td>1 x Grade B: Site Supervisor: Armed 2 x Grade C: Armed</td>
</tr>
<tr>
<td>Location</td>
<td>Staff</td>
<td>Equipment</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>------------------------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Bushkoppies Works Waste Water Treatment Plant</td>
<td>1 x Grade B: Site Supervisor: Armed 9 x Grade C: Armed</td>
<td>1 x Motor vehicle/LDV 1 x Base Station Radio 6 x Handheld Radios 3 x Torches 3 x Sets of Handcuffs 1 x Firearm 9 x Pepper Ball Guns 1 x Active Guard Systems 4 x Occurrence Books 1 x VAC and PAC system</td>
</tr>
<tr>
<td>Scot Athol Depot</td>
<td>1 x Grade C: Site Supervisor: Armed 1 x Grade C: Armed</td>
<td>1 x Base Station Radio 1 x Handheld Radios 1 x Torches 2 x Sets of Handcuffs 1 x Firearm 1 x Pepper Ball Guns 1 x Active Guard Systems 1 x Occurrence Books 1 x VAC and PAC system</td>
</tr>
</tbody>
</table>

**TOTAL COST PER YEAR**  
R R R
PROVISION OF HUMAN BASED SECURITY SERVICES, AREMED RESPONSE, ALARM MONITORING AND ESCORT SERVICES FOR A PERIOD OF 36 MONTHS

TENDER NO: JW 026/19 CHR

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<th>TOTAL COST PER YEAR</th>
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PROVISION OF HUMAN BASED SECURITY SERVICES, AREMED RESPONSE, ALARM MONITORING AND ESCORT SERVICES FOR A PERIOD OF 36 MONTHS

TENDER NO: JW 026/19 CHR

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PROVISION OF HUMAN BASED SECURITY SERVICES, AREMED RESPONSE, ALARM MONITORING AND ESCORT SERVICES FOR A PERIOD OF 36 MONTHS

TENDER NO: JW 026/19 CHR

<table>
<thead>
<tr>
<th>Ad hoc security Officers and Reaction Officers.</th>
<th>Day shift:</th>
<th>Night shift:</th>
<th>Equipment:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Grade D</td>
<td>Grade D</td>
<td>Armoured Vehicles</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>LDV</td>
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<td>Quad Bike</td>
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<td>Base Station Radio</td>
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<td>Handheld Radio</td>
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<td>Torch</td>
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<td>Handcuffs</td>
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<td>Firearm</td>
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<td>Pepper Ball Gun</td>
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<td>Active Guard System</td>
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<td></td>
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<td>Occurrence Book</td>
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<td></td>
<td>Access Control</td>
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<td></td>
<td></td>
<td></td>
<td>Register</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Ad hoc security (Escort service)</th>
<th>Grade B</th>
<th>-</th>
<th>LDV and fire arm</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TOTAL COST PER YEAR</th>
<th>Rate per hour</th>
<th>Rate per hour</th>
<th>Rate per hour</th>
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</thead>
<tbody>
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<td>R</td>
<td>R</td>
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**PROVISION OF HUMAN BASED SECURITY SERVICES, AREMED RESPONSE, ALARM MONITORING AND ESCORT SERVICES FOR A PERIOD OF 36 MONTHS**

**TENDER NO: JW 026/19 CHR**

Alarm Monitoring and armed response: Infrastructure and Software Inclusive.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>RANDBURG DEPOT</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>ZANDFONTEIN NORTH</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>ZANDFONTEIN SOUTH</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>FFENNELL DEPOT</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>FFENNELL TRAINING &amp; TECHNICAL</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>FFENNELL RD SECURITY OFFICE</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>HURSTHILL DEPOT</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>MIDRAND DEPOT</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>MIDRAND REGIONAL OFFICE</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>HAMBURG DEPOT</td>
<td>R</td>
<td>R</td>
<td>R</td>
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<tr>
<td>SOUTHDALE DEPOT</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>SCOTT ATHOL DEPOT</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>DRIEFONTEIN WORKS</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>CYDNA LABS</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>
All JW alarm systems will be monitored by the contractors control room.
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and for contract execution if we are awarded the contract, are listed below:

<table>
<thead>
<tr>
<th>Name and address of agent</th>
<th>Amount and currency</th>
<th>Purpose of Commission or gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>____________________</td>
<td>_________________________________</td>
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<td>_________________________</td>
<td>____________________</td>
<td>_________________________________</td>
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</table>

**CONTRACT PRICE ADJUSTMENT**

Note, Firm prices are preferred. However, should non-firm prices be offered, tenderers must comply with the requirements hereunder.

Is this a firm price tender? *YES/NO

NB: *If neither word is deleted, the default will be considered to be YES (firm price), and no adjustment will be allowed, notwithstanding anything to the contrary elsewhere contained.

If the answer is NO, then the tenderer must fully substantiate the details of the adjustment by completing the attached **JW 4.1** document.

**Failure to adhere to this requirement will prejudice your tender**

Name of tenderer (in full): ________________________________

Telephone number: ________________________________

email: ____________________________________________

Name of person authorized
to sign this tender: ________________________________

(Block Letters)

Signature: ____________________ date __________________

NB: Tender RATES must exclude VAT.

**Failure to complete and sign this form in full and in ink and to authenticate alterations with a full signature will result in the tender being invalidated**
NON-FIRM PRICES FOR GOODS AND SERVICES

NB: NON-FIRM PRICES ARE ACCEPTABLE ON CONDITION ALL INFORMATION AS REQUIRED HEREUNDER IS PROVIDED. FAILURE TO COMPLY WILL PREJUDICE THE TENDER OFFER/S AND POSSIBLE ELIMINATION

PREFERENCE WILL BE GIVEN TO TENDERERS WHO OFER FIRM PRICE/S

1. NON-FIRM PRICES SUBJECT TO ESCALATION FOR LOCALLY MANUFACTURED GOODS

It is mandatory that the bidder discloses the % of the tender prices that is not firm and confirms the factors (Indices) that affects the portion of the tender price that is not firm and which will apply when prices are adjusted.

1.1 The following item/s is / are not firm and will be subject to escalation:

Item Number:____________________________________________________

% of tender price subject to escalation:__________________%

1.2 The index/indices that was used to calculate tender price must be indicated in the tender table hereunder as required together with the date when such index / indices was/were applicable.

PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

\[
Pa = (1-V)Pt \left( \frac{D1}{R1o} \cdot R1t + \frac{D2}{R2o} \cdot R2t + \frac{D3}{R3o} \cdot R3t + \frac{D4}{D4o} \cdot D4t \right) + VPt
\]

Where:

- \( Pa \) = The new escalated price to be calculated.
- \( (1-V)Pt \) = 85% of the original bid price. Note that Pt will always be the original bid price and not the escalated price.
- \( D1, D2... \) = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors \( D1,D2... \) etc. must add up to 100%.
- \( R1t, R2t...... \) = Index figure obtained from new index (depends on the number of factors used).
- \( R1o, R2o \) = Index figure at time of bidding.
- \( VPt \) = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

1.3 The following index/indices must be used to calculate your bid price:

Index........... Dated........... Index........... Dated........... Index........... Dated...........
1.4 FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

<table>
<thead>
<tr>
<th>FACTOR (D1, D2 etc. eg. Labour, transport etc.)</th>
<th>PERCENTAGE OF BID PRICE</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

1.5 PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

Please furnish details of the currency/ies used in the conversion of the prices of the items to South African currency, the portion of the price is subject to rate of exchange variations and the amounts to be remitted abroad.

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>PRICE</th>
<th>CURRENCY</th>
<th>CURRENT RATE OF EXCHANGE (AT TENDER STAGE)</th>
<th>PORTION OF PRICE SUBJECT TO FLUCTUATION IN ROE</th>
<th>AMOUNT IN FOREIGN CURRENCY TO BE REMITTED ABROAD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>ZAR=</td>
<td></td>
<td>ZAR=</td>
<td>ZAR=</td>
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<td>ZAR=</td>
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<td>ZAR=</td>
<td></td>
<td>ZAR=</td>
<td>ZAR=</td>
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</tbody>
</table>

NB: THE AMOUNT OF THE TENDER PRICE THAT MAY BE VARIABLE CANNOT EXCEED 85% WHILE THE REMAINING PORTION (15%) WILL REMAIN FIRM

Name of Tenderer........................................................................................................................................

Authorised signatory........................................................................................................................................

Date .........................................................................................................................................................
1. **GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>Points</th>
<th>Price</th>
<th>B-BBEE Status Level of Contributor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>90</td>
<td>10</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit proof of BBBEE status level of contributor Certificate will be interpreted to mean that preference points for BBBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. **ADJUDICATION USING A POINT SYSTEM**

2.1 The bidder obtaining the highest number of total points will be awarded the contract.

2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

2.3 Points scored must be rounded off to the nearest 2 decimal places.

2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

2.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
3. POINTS AWARDED FOR PRICE

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

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

\[
P_{80/20} = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad P_{90/10} = 90 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where

\[
\begin{align*}
P_s &= \text{Points scored for comparative price of bid under consideration} \\
Pt &= \text{Comparative price of bid under consideration} \\
P_{\text{min}} &= \text{Comparative price of lowest acceptable bid}
\end{align*}
\]

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:

<table>
<thead>
<tr>
<th>BBBEE Status Level of Contributor</th>
<th>Number of Points (based on 80/20)</th>
<th>Number of Points (based on 90/10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
<td>9</td>
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<tr>
<td>3</td>
<td>14</td>
<td>6</td>
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<td>4</td>
<td>12</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
<td>4</td>
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<tr>
<td>6</td>
<td>6</td>
<td>3</td>
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<tr>
<td>7</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contributor must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

5.2 B-BBEE Status Level of Contributor: \( = \) (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by relevant proof of BBBEE status level of contributor.)
6. DECLARATION WITH REGARD TO COMPANY/FIRM/ BIDDER

6.1 Name of company/firm/bidder:.............................................................................................................

6.2 VAT registration number:............................................................................................................................

6.3 Company registration number:......................................................................................................................

6.4 Valid Tax Compliance Status Pin for Tenders:..................................................................................................

6.5 Proof of CSD Registration - indicate MA -----------------------------------------------(Number)

6.6 Postal address .............................................................................................................................................

6.7 Physical address............................................................................................................................................

6.8 Contact person ...........................................telephone number..........................................................

6.9 Facsimile number .............................................Cell number..................................................................

6.10 Email address..........................................................website address:..................................................

6.11 Was your company registered under another name previously? If yes, provide company registration details.................................................................................................................................
.................................................................................................................................................................
.................................................................................................................................................................
.................................................................................................................................................................
.................................................................................................................................................................

6.12 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium*
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

*NB: In the case of the bidder being a Partnership / Joint Venture / Consortium, this form must be completed in respect of each member of the Joint Venture / Consortium or Partnership and included in the tender submission

The Consortium, Partnership or Joint Venture must indicate each member’s contribution to the project as well as the percentage of such contribution by completion and submission of the appropriate Consortium, Partnership or Joint Venture agreement with the tender.

Failure to comply with the above requirements will result in the elimination of the tender.
6.13 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

7. OWNERSHIP STRUCTURE OF ENTERPRISE

List below all the proprietors/partners/shareholders/ members of your enterprise: Attach your own list if the space provided below is inadequate:

<table>
<thead>
<tr>
<th>Initials &amp; Surname</th>
<th>RSA ID number</th>
<th>Citizenship</th>
<th>Race (A/Ch/Co/I/W)</th>
<th>Ownership Effective Date</th>
<th>Gender</th>
<th>Disabled</th>
<th>% Owned</th>
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1 A/Ch/Co/I/W: means African, Chinese, Coloured, Indian or White

8. MUNICIPAL INFORMATION

Municipality where business is situated: .................................................................

Is the property owned? yes / no ..................................................................................

*If yes, Stand / Erf Number .................. and Registered municipal Account Number: ...................................

**Is the property leased? Yes / No

Stand / Erf Number:.................................................................

Nota Bena

*Copy of latest up to date municipal account (not older than 90 days) or where the account is in arrears, confirmation of suitable arrangements have been made with the respective municipality must be submitted with the bid.

**Alternatively, if the premises are leased, then a copy of a valid lease agreement must be submitted.
8.1 Total number of years the company/firm has been in business:.........................

8.2 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we 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 6.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

WITNESSES (Name and signature)
1. .................................................................
2. .................................................................

Name of authorized signatory:

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

SIGNATURE(S) OF BIDDERS(S)

DATE: .....................................................
Non-collusion Form

I, the undersigned

In my capacity as

__________________________
(insert Sole Owner, Partner, President, Secretary or other title)

of

__________________________
(insert name of the Company).

acknowledges that on behalf of the above mentioned Company, I submit to Johannesburg Water [JW], a tender and that all statements of fact in such tender are both true and correct.

That such tender was not made in the interest of or on behalf of any undisclosed Person, Partnership, Company, Association, Organization or Corporation.

That such tender is genuine and not collusive or a sham.

That I have not directly or indirectly by agreement, communication or reference with anyone, attempted to induce action prejudicial to the interest of JW, or any other Bidder or anyone interested in the proposed contract.

That prior to the opening and reading of bids,

a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham tender

b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that the said bidder or any one else would submit a false or sham tender, or that anyone should refrain from tendering or withdraw his tender

c. I did not, in any manner, directly or indirectly, seek by agreement, communication, or conference with anyone to raise or fix my tender price or anyone else, or to raise or fix any overhead, profit or cost element of his tendered price of that of anyone else.

d. I did not directly or indirectly, submit this tender price or any breakdown, thereof, or the contents thereof, or divulge information or data relative thereto, to any Corporation, Partnership, Company, Association, Organization, Tender Depository, or to any member or agent thereof, or to any individual group of individuals, except to the Parent Company holding a controlling interest (above 50%) in my business.

Dated at ______________________________ on this ____ day of _________________ 2018

__________________________
Signed on behalf of the tenderer
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, shareholder²):…………………………

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:

* The intention of this clause is deemed to be the declaration of relationships which may improperly influence or affect the outcome of this bid, in particular relationships with persons involved in the procurement processes in Johannesburg Water. Therefore if the bidder or any of the persons mentioned in this clause or any company or business controlled by any of them have such a relationship, it should be declared.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>State Employee Number</th>
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............................................. .............................................
Signature                                                                 Date

............................................. .............................................
Capacity                                                                   Name of Bidder
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s database 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 National Treasury after the <em>audi alteram partem</em> rule was applied).</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
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<tr>
<td>4.2</td>
<td>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)? To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</td>
<td>Yes</td>
<td>No</td>
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<td>4.2.1</td>
<td>If so, furnish particulars:</td>
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<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
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<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
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</table>
CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)………………………………………………………………
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS 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

Js365bW
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

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

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

   i. for the past three years, or

   ii. since their establishment if established during the past three years

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?

2.1 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.

2.2 If yes, provide particulars.

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

........................................................................................................
2. 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?

3.1 If yes, furnish particulars

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-------------------------------------------------------------

3. Yes / No

4. 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?

4.1 If yes, furnish particulars

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-------------------------------------------------------------

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

NB: Failure to complete, sign and provide the required supporting documentation will result in elimination of the tender

Issued 2 Sept 2014
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 (MBD9) 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

NB: Failure to complete and sign this form will result in the elimination of the tender
# BANKING DETAILS FOR ELECTRONIC FUNDS TRANSFER

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

<table>
<thead>
<tr>
<th>Supplier Name</th>
<th>Contact Person</th>
<th>Email Address</th>
<th>Telephone Number</th>
<th>Fax Number</th>
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<table>
<thead>
<tr>
<th>Bank Information</th>
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</thead>
<tbody>
<tr>
<td><strong>Name of Payee</strong> (Must be the same as your supplier name)</td>
</tr>
<tr>
<td><strong>Name of Bank</strong></td>
</tr>
<tr>
<td><strong>Account Number</strong></td>
</tr>
<tr>
<td><strong>Branch Code</strong> -(to be confirmed with your bank for EFT payments)</td>
</tr>
<tr>
<td><strong>Branch Name</strong></td>
</tr>
<tr>
<td><strong>Reference (if applicable)</strong></td>
</tr>
</tbody>
</table>

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

**Authorised representative of supplier**

Name & Surname: _______________________________  Date: __________________________

Signature : _______________________________  Designation __________________________

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Directors:
Ms Getty Simelane (Chairperson), Mr Ntshavheni Mukwevho (Managing Director), Adv John Mateya,
Ms Khanyisa Mdutshane, Mr Maselaganye Matji, Mr Brandon Furstenburg, Ms Azwiedziswi Tshivhunge

Mr Graham Luden (Company Secretary),
Johannesburg Water SOC Ltd
Registration Number: 2000/029271/07