



BID NUMBER: ERW2303/10

DESCRIPTION: THE APPOINTMENT OF SUITABLY QUALIFIED, EXPERIENCED AND ACCREDITED SERVICE PROVIDER/S TO PROVIDE A COMPLETE INTEGRATED SECURITY SERVICE PACKAGE INCLUDING REPAIRS AND MAINTENANCE TO ERWAT FOR A FIXED TERM PERIOD

PUBLISH DATE: FRIDAY, 14TH JULY 2023

NAME OF BIDDING COMPANY:

CSD NUMBER: MAAA _____

BIDDER'S OFFER: RATES BASED



**PART A
INVITATION TO BID**

You are hereby invited to bid for requirements of ERWAT	
Bid Number	ERW2303/10: THE APPOINTMENT OF SUITABLY QUALIFIED, EXPERIENCED AND ACCREDITED SERVICE PROVIDER/S TO PROVIDE A COMPLETE INTEGRATED SECURITY SERVICE PACKAGE INCLUDING REPAIRS AND MAINTENANCE TO ERWAT FOR A FIXED TERM PERIOD
Compulsory Virtual Briefing session date and time. Kindly register to attend the briefing session.	THURSDAY, 27 TH JULY 2023 AT 11:30 ON ZOOM PLATFORM. ZOOM LINK: https://erwat-za.zoom.us/join/81448175848
Closing date	WEDNESDAY, 16 TH AUGUST 2023
Closing time and venue	12H00 noon at ERWAT Head Office, R25 Bapsfontein Road, Norkem Park
The successful bidder will be required to fill in and sign a written contract form (MBD7).	

Bidder Information	
Name of Bidding Company	
Company physical address	
Company postal address	
Contact details	Company Representative (Name):
	Telephone:
	Cell phone:
	E-mail address:
National Treasury Central Supplier Database number: (Compulsory)	MAAA
CIDB Grading CRS number	
Vat registration number	
Tax Compliance status	TCS Pin:
Are you the accredited representative in South Africa for the goods/ services/ works offered? If yes, attach proof from the agency your company is accredit to represent	
Total number of items offered	As and when required
Total price (including VAT)	Rates
SCM related enquiries:	Ms. Brenda Matlala Brenda.matlala@erwat.co.za 0119297000
Technical enquiries	MR. Ronald Mbedzi Ronald.mbedzi@erwat.co.za 011 929 7000

**PART B
TERMS AND CONDITIONS FOR BIDDING**

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-SERVICE PROVIDERS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<p>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</p> <p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

NB: Failure to provide any of the above particulars may result in your bid being disqualified.

Name& Surname of Representative: _____

Signature Of Bidder: _____

Capacity Under Which This Bid Is Signed: _____

Date: _____

NOTICE TO BIDDERS

1. VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

To ensure that your bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents. The lowest or any bid will not necessarily be accepted, and ERWAT reserves the right not to consider any bid not or a bid not comprehensively completed as well as the right to accept a bid in whole or part. ERWAT reserves the right to appoint more than one bid for this contract.

2. A BID WILL BE REJECTED:

- If bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasury have developed municipalities and municipal entities with a Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)
- Non-compliance with the Value Added Tax Act, 1991; i.e. In terms of this Act, it is mandatory for any business to register for VAT if the income earned in any consecutive twelve (12) month period exceeds or is likely to exceed R 1 million. NB: Bidder/s failing to comply with this provision of the Value Added Tax Act, 1991 WILL NOT BE CONSIDERED, therefore rejected.
- Non-compliance with the Municipal Supply Chain Management Regulations, 2005; i.e. All sections affecting the evaluation of the bid must be indicated on the bid document and must be submitted and completed in full. All bidder's information must be accurate and correct.
- In the event of a failure to complete and sign in full the pricing schedule as required (unless indicated otherwise).
- In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without the authorised person initialling next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.
- In the event of the use of correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil). Bid documents to be completed in ink.
- If the Bid has not been properly signed by a person having the authority to do so. (Refer to Declaration).
- Where the recommended bidder is not tax compliant, the bidder should be notified of their non-compliant status and the bidder will be requested to submit to the municipal entity, within 7 working days. The bidder will be rejected if they fail to provide proof of tax compliance status within the 7 working days after recommendation.
- If the bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
- If the bid has either been submitted in the wrong bid box or after the relevant closing date and time.
- If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal

entity, are in arrears for more than three months (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

- If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
- The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - who is in the service of the state, or.
 - if that person is not a natural person, of which any director, manager, shareholder or stakeholder, is a person in the service of the state; or who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
- If the bidder is not registered in the required CIDB Service Provider grading designation (category) or higher, if required in this bid documentation. (Only applicable to construction projects)
- If the bidder or any of its directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- If more than one (1) company quotes and the Director/s are the same Person/s and the companies fail to disclose this in the MBD4; the bids will be rejected as a result of Anti-Competitive Behaviour.
- **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).**
- If the bidder has failed to submit ALL required documents as specified on the bid document.
- If the following have not been fully completed and signed:
 - MBD 1 - General Declaration
 - MBD 3.1 – Pricing schedule (firm prices) (where applicable)
 - MBD 4 - Declaration of Interest
 - MBD 5 – Declaration for submission of Annual financial statements for purchases above R10 million (where applicable)
 - MBD 6.1 – Preference points claim form in terms of the Preferential Procurement Regulations 2022
 - MBD 7.1 – Contract Forms – Purchase of goods/works
 - MBD 8 - Declaration of bidder’s past supply chain management practices
 - MBD 9 - Certificate of Independent Bid Determination
- If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted (all signatures to be original on each page).
- If the bidder fails to achieve the minimum score in terms of the functionality evaluation.

3. EVALUATION PROCESS AND CRITERIA

All bids will be evaluated in the following three phases:

3.1 *Phase I: Initial screening process*

In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CSD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

- a) Business registration, including details of directorship and membership.
- b) Bank Account holder information.
- c) In the service of the State status.
- d) Identity number.
- e) Tender default and restriction status.
- f) Any additional and supplementary verification information communicated by National Treasury.
- g) An administrative evaluation will be carried out on all the bids received based on the under mentioned documentation:
- h) Proof of company Central Supplier Database Registration (CSD).
- i) Submission of a valid SARS pin to validate Tax compliance status.
- j) Valid rates and taxes account not older than 3 months and not in arrears for more than 90 days. The rates and taxes accounts of a bidder as an entity must be in the name of the company. In the event that the bidding entity is renting the premises, a signed valid lease agreement must be submitted. The rates and taxes of a sole proprietor must be in the name of the individual bidder.
- k) Fully completed and signed MBD forms.
- l) In case of Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified) for both companies must be submitted.
- m) In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.
- n) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Central Supplier Database Registration (CSD) is required.

FAILURE TO ADHERE TO THE CONDITION WILL LEAD TO THE BID BEING INVALIDATED.

3.2 *Phase II: Functionality evaluation as per attached Terms of Reference:*

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- b) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- c) Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- d) The panel members will individually evaluate the responses received against the following criteria as set out below:
 - (i) Evaluation Criteria as stipulated in the tender document.
- e) Any proposal not meeting a minimum score on functionality proposal will be disqualified and the financial proposal will not be considered.

3.3 Phase III: Price/Financial stage and Specific goals:

- a) Price/ Financial proposals (90/80 points will be applicable) must be submitted in South African Rand.
- b) Evidence required to claim for specific goals (20/10 points will be applicable) will include, but not limited to CK document, Full CSD report, ID documents of company owners, MKVA force number, Municipal account/ lease agreement and Proof of disability issued by medical doctor.
- c) ERWAT reserves the right to verify the documents submitted as evidence.
- d) ERWAT reserves the right to negotiate rates submitted by bidders.

4. LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Municipal Finance Management Act (ACT 56 OF 2003).

The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. In the event of any contradiction between the GCC or any other applicable contractual agreement, the Municipal Financial Management Act and its applicable regulations will take precedence.

5. JOINT VENTURES, TRUSTS OR CONSORTIUM

A trust, consortium, or joint venture will be able to claim for points for their specific goals provided that the entity submits a valid signed agreement.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Treasury will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

6. TAX COMPLIANCE STATUS

The designated ERWAT official(s) will verify the tax compliance status prior to the finalisation of the award of the bid or price quotation.

Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder will be requested to submit to the municipal entity, within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have arranged to meet their outstanding tax obligations.

The proof of tax compliance status submitted by the bidder to the municipal entity will be verified via the CSD or e-Filing. The accounting officer will reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above.

Where a supplier does not submit a tax compliance status PIN but provides a CSD number, ERWAT will utilise the CSD number via its website www.csd.gov.za to access the supplier records and verify tax compliance status. A printed screen view at the time of verification will be attached to the suppliers' records for audit purposes.

Where goods and services are procured from foreign suppliers with tax obligations in South Africa, proof of tax compliance status will be obtained from the supplier.

Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete a pre-award questionnaire on the MBD 1 for their tax obligation categorisation. Where a recommendation for award of a bid has been made to a bidder who is a foreign supplier and who

completed the pre-award questionnaire on the MBD 1, ERWAT will submit a copy of the completed MBD 1 received from the bidder to SARS on the following email address: GovernmentInstitute@sars.gov.za. SARS will issue a letter to the procuring entity confirming whether the foreign supplier has tax obligations in South Africa.

Where goods and services are procured from foreign suppliers with no tax obligation in South Africa, there is no need to request proof of tax compliance status.

Where goods and services are imported, all custom related taxes shall be applied as prescribed by SARS.

7. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax where applicable.

8. CLIENT BASE

ERWAT reserves the right to contact references during the evaluation and adjudication process to obtain information. If a bidder is found to have submitted falsified documents during the bid evaluation/award phase the bidder will be disqualified and will not be considered for any further tenders submitted.

9. LEGAL IMPLICATIONS

Successful service providers will enter into a service level agreement with ERWAT. In the event that the provisions contradict each other between the tender document and service level agreement, the tender document will take precedence.

10. COMMUNICATION

ERWAT may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any ERWAT official, department or representative of a testing institution or a person acting in an advisory capacity for ERWAT in respect of this bid, between the closing date and the award of the bid by the bidder is strictly prohibited.

11. ATTENDANCE OF ERWAT BRIEFING SESSIONS

Bidders must take note of the provisions for site/briefing sessions as advertised in the media, ERWAT website and or on the e-tender portal.

If a compulsory briefing session will be conducted, bidders must attend the session either on site or via zoom platform as indicated in the bid document and advertisement. Bidders will be given a link on the advert and tender document to register prior to the briefing session. On the day of the briefing session, bidders must log onto the link to attend. The zoom platform keeps record of bidders registered and in attendance.

Documents will only be accepted from bidders whose names appear on the attendance register. Failure to attend the compulsory briefing sessions whose names do not appear on the register, will render the bidder's submission invalid and will not be considered for evaluation.

Kindly note that the company representative that attends this session will be accepted as a person with the relevant technical expertise applicable to this bid.

Bidders are encouraged to collect/download bidding documents before the briefing session to allow them sufficient time to peruse the scope so that any queries can be dealt with at the briefing session. Bidders will be allowed 10 days from the date of the compulsory briefing session to direct further queries to the SCM department per e-mail. An addendum will be sent to the attending bidders with clarity on questions raised during these 10 days. A copy of the minutes and attendance register will be attached thereto for ease reference.

12. LATE BIDS

Bids received at the address indicated in the bid documents, after the closing date and time, will not be accepted for consideration and where applicable, be returned unopened to the bidder.

13. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in such bids being disqualified.

14. PROHIBITION OF RESTRICTIVE PRACTICES

- a) In terms of section 4(1) 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 Service Provider(s) was/were involved in:
- directly or indirectly fixing a purchase or selling price or any other trading condition.
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- b) If a bidder(s) or Service Provider(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

15. FRONTING

ERWAT supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background ERWAT condemns any form of fronting.

ERWAT, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting issued by the Department of Trade and Industry, established during such enquiry/investigation, the onus will be on the bidder Service Provider to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/Service Provider to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/Service Provider concerned.

16. PRESENTATION, PLANT, EQUIPMENT, SITE OR WORKSHOP INSPECTIONS

ERWAT may require presentations/interviews from short-listed bidders as part of the bid process. ERWAT reserves the right to inspect the bidder's premises, workshop or plant and equipment during the bid evaluation phase at a predetermined date and time.

17. ERWAT GENERAL NOTES:

ERWAT reserves the right to award the bid to one or more than one bidder.

- The number of bidders that will be appointed and the allocation of activities or items per bidder will be at ERWATs discretion.

- The lowest bidding price will not necessarily be accepted and ERWAT reserves the right to determine market related rate to be offered to the successful bidders.

Appointed bidders and their personnel will be required to but not limited to:

- Attend site induction training before any work can be undertaken.
- Request and receive all the relevant work permit/access control and authorizations have to be obtained before any work can be undertaken after approval of the Safety and Health Plan.
- The relevant requirement with regards to the Occupational Health and safety act has to be complied with, with particular reference to the safety file in accordance with the relevant commodity and scope of work items covered by this document taking into consideration that the most current regulation will always take precedence.
- Submit proof that all the required equipment, tools, consumables, etc. required to perform the work as per the Contract shall be provided by the Service Provider.
- ERWAT reserves the right to hold the Service Provider responsible for any equipment /infrastructure belonging to ERWAT that may be damaged due to Service Provider negligence or poor workmanship and/or services.

18. PENALTIES – DELIVERY

The Service Provider will be penalised in terms of Clause 22 of the National Treasury General Conditions of Contract attached hereto in Section 3.

19. CONTRACT DOCUMENT

The contract document to be used for this tender will be the ERWAT standard SLA (Service Level Agreement) which will be the binding contract between ERWAT and the successful bidder. Reference will be made to the successful bidder's tender document.

20. PAYMENTS

- (a) All payments will be discussed and agreed upon on the SLA.
- (b) Standard payment terms are 30 Days from receipt of valid invoice/tax invoice and statement.

ERWAT will not accept any responsibility for the payment of any invoices submitted by a successful bidder(s) if the relevant invoice does not reflect an official ERWAT order number.

21. DISCLAIMER – WITHOUT PREJUDICE

While every effort is made to ensure that specifications are drafted in an unbiased manner to allow all potential suppliers to offer their goods or services as set in Regulation 27 of the MFMA Act - SCM Regulations, ERWAT assumes no liability or responsibility for the completeness, accuracy, or usefulness of any of the information.

However, in the event that reference is made (intentional or non-intentional) to a particular trade mark, name, patent, design, type, specific origin or producer, ERWAT's intent is of such that there is no other sufficiently precise or intelligible way of describing the characteristics of the works/goods/services required, in which case the bidder must interpret such reference as indicative only and is thus required to offer such and or an equivalent.

Any reference to any of the above potential trade barriers must be seen to include the word "equivalent".

Bidders may submit alternative offers subject to such meeting all the minimum standards, specifications, technical data and or legislative provisions applicable to such.

ERWAT does however reserve the right to scrutinise any alternative offers but is under no obligation to accept or award on any alternative offer submitted.

22. CONFIDENTIALITY

Over and above the provisions of the general conditions the following will apply. In the process of representing the ERWAT in any matter the Bidder will have access to sensitive and confidential information. All information accessed, obtained, or collected by Bidder and/or its employees must always be kept confidential and not be disclosed to any other person without the prior and written authorisation of the ERWAT.

In addition, information may not be used for personal gain by the Bidder or the Bidder's business, any employee, sub-Service Provider or any agent of the Bidder or any other person, body or organisation, or family receiving the information or data through the Bidder, or any of their employees or agents.

Failure to observe these conditions will constitute a breach of contract, which could result in termination of this contract.

23. PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

Bidder will be required to fully comply with the requirements of the Access to Information Act, Act 2 of 2000.

In terms of the Promotion of Access to Information Act, Act 2 of 2000, ERWAT is obliged and compelled to provide certain information to the general public.

The Bidder as part of his/her function in collecting data on behalf of ERWAT will be required to comply with the provisions of the Promotion of Access to Information Act, Act 2 of 2000.

The extent where to a bidder will be obliged to supply or refuse the supply of information in terms of the Act will be determined in consultation with ERWAT.

24. EXTRACTION OF AND DESTROYING OF DATA

Bidders are required to submit to ERWAT all data in a readable, accessible format at the end of their contract.

Bidders will be required to keep records of such data for a minimum period of 6 months where after such must be destroyed and proof thereof submitted to ERWAT.

25. CONTACT DETAILS

ERWAT Supply Chain Management
Hartebeestfontein Office Park
Bapsfontein/ Bronkhorstspuit Road
Norkem Park

For SCM/ general enquiries:

[Phumzile.mdlalose@erwat.co.za/](mailto:Phumzile.mdlalose@erwat.co.za)

or

Brenda.matlala@erwat.co.za

For technical enquiries:

Ronald.mbedzi@erwat.co.za

EKURHULENI WATER CARE COMPANY

PUBLISH DATE: FRIDAY, 14TH JULY 2023

SCOPE OF WORKS

ERW2303/10: APPOINTMENT OF SUITABLY QUALIFIED, EXPERIENCED AND ACCREDITED SERVICE PROVIDER/S TO PROVIDE A COMPLETE INTEGRATED SECURITY SERVICES PACKAGE INCLUDING REPAIRS AND MAINTENANCE TO ERWAT FOR A FIXED TERM PERIOD

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1. INTRODUCTION

This specification is for the appointment of experienced and accredited provision of physical security guarding and technical security services relating to Security Control Room, physical guarding, intruder alarm monitoring, armed response, riot support services, VIP escort, forensic investigations, polygraph testing, drones monitoring, as well as installations, repairs and maintenance of all security infrastructure at ERWAT's Head Office and all Water Care Works, Ponds and pump stations on an as and when required basis.

The appointment is for a Maximum period of thirty-six (36) months limited to three (3) financial periods as determined by the Municipal Finance Management Act (MFMA), on an as and when required basis.

2. BACKGROUND

ERWAT operates and maintains a total of 19 Water Care Works and various other properties and assets where it conducts its business; these properties and operations activities are exposed to various security risks. The physical security services' scope of work aims to address and manage the security risk aspect facing the business to ensure the continuity of the business operational activities with minimum disruptions. It is against this background that the company seek to employ the services of Control Room Operators at its Control Room at Head Quarters and supply of security guarding, alarm monitoring and armed response, drones monitoring, polygraph testing, forensic investigations services including the installations, repairs and maintenance of all security infrastructure at ERWAT's Head Quarters, various Water Care Works, Ponds and Pump stations.

The ERWAT security infrastructure comprises of but not limited to the following:

Electric Fence,
Gate Motors,
Electronic Boom Gates,
Access Control System,
Intruder Alarm Systems and
Surveillance Systems

These are extremely critical in the safety and security of ERWAT's assets and therefore, its availability and reliability is critical at all times.

The ERWAT security team will be working closely with the appointed Bidder/s throughout the duration of the contract on the agreed terms.

3. SCOPE OF WORK

3.1. PHYSICAL SECURITY SERVICES

GENERAL REQUIREMENT:

The requirements below will form part of the service level agreement (SLA) and will not form part of the evaluation process.

1. Submit valid Police Clearance Certificate for all employees within the first three months after appointment, contracts of those who failed to obtain such certificate shall automatically be terminated.
2. The supply of physical security and armed response services to optimally protect ERWAT's property and staff, visitors, and Service Providers against any illegal activities.

3. Bidders must have the capacity to deploy special and/or Riot response services as and when required, these services may be required at any given time from the inception of this agreement and as such, they must be readily available.
4. Bidders must also have the capacity to deploy the services of the Security Patrol Dogs at identified sites.
5. Bidders must have the capacity to deploy and operate the drones as and when required. Drones must have thermal imaging capabilities and must be licensed in accordance with the South African Civil Aviation Authority.
6. Bidders must have the capacity and resources to conduct forensic investigations as and when required in accordance with the Institute of Commercial Forensic Practitioners (ICFP) provisions/standards.
7. Bidders must have the capacity and resources to conduct the polygraph evaluations as and when required in accordance with the South African Professional Polygraph Association (SAPPA) provisions/standards.
8. Submit proof of vehicles ownership or rental agreement for Armed Response.

THE SECURITY SERVICE PROVIDER'S DUTIES AND OBLIGATIONS

The Security Service Provider:

1. Must provide the minimum dedicated number of Guards at the premises set out by the employer, to render the Services to the Company. The Guards for each Premises must possess the required grade in terms of Private Security Regulatory Authority (PSIRA), as per requirement.
2. Will comply with and shall ensure that the Guards comply with all Applicable Laws.
3. Shall provide each site with the base radio, hand-held radios and other equipment specified required, for the premises where such Guards will be rendering the services.
4. Will ensure that all the Guards are well groomed and always wear their Service Provider-branded correct uniforms with Service Provider logo, whilst on duty.
5. Will ensure that the Guards maintain perfect discipline and sober behaviour and that they shall not in any manner cause any unwarranted interference, annoyance or nuisance to the management of the Company or its business, Officers, employees, Service Providers or visitors.
6. Will facilitate reciprocal business between itself and the Company by ensuring that, as a minimum requirement, at least all its personnel rendering services are equipped with ERWAT communication mediums, at its cost.
7. Will ensure that the Guards render the services in two shifts per day, as follows unless indicated otherwise: **From 06h00 to 18h00 ("Dayshift"), From 18h00 to 06h00 ("Nightshift")**.
8. Must ensure that no Guard desert their posts, prior to being relieved from such post by a replacement Guard.
9. Must ensure that all Guards who are issued with firearms on sites carry loaded firearms whilst on Company Premises to protect ERWAT 'sites and that they have correct and required training to handle and use the firearms as per the requirement of applicable laws.
10. Agrees and undertakes that the security services provided by the Guards shall be to the complete satisfaction of the Company and the Service Provider will make it clear to the Guards that they are employees of the Service Provider, and they shall have no claims against the Company and the Company shall not be liable for wages, salary, compensation and any statutory benefits due to the Security Guards under any Applicable Laws.
11. Attend monthly operations meetings with the Company' Security Coordinators at each Drainage District; and

12. Attend monthly meetings with the Company's Security Manager and Security Supervisors/Coordinators.
13. Shall provide the Company with environmental scanning, intelligence gathering and an experienced and skilled investigative team, as and when required.
14. Shall provide the Company with intelligence gathering trend analysis and proactive reactions to imminent risks.
15. Shall provide the company with risk assessments report on the monthly basis.
16. Will convene regular (at least monthly) debriefing meetings with the Company to discuss trends, threats, forecasts and best practice development.
17. Will ensure that the Company has access to the Service Provider's 24 (twenty-four) hour, 7 (seven) days per week dedicated centralised Control Room facilities.
18. Will ensure that there is always no congestion in its communication facilities especially during emergency operations.
19. Provide the Company with a dedicated Operations Manager as a contact person who will liaise with the Company on all operational issues.
20. Provide the Company with the contact information of its afterhours Contact Centre or personnel who will be able to assist the Company after business hours.
21. Ensure that all Duty Managers have good working condition cellular handsets which can be utilised as and when required.
22. Ensure that the Duty Manager / Supervisor conducts a minimum of 2 (two) Dayshift and 2 (two) Nightshift parades per week, wherein the Duty Manager / Supervisor shall brief the Guards of all relevant information.
23. Ensure that the Duty Manager immediately informs the ERWAT Security Management of any security issues relating to Company employees' immediate safety risks.
24. Immediately report to the ERWAT Security Management any incidents, irregularities and/or any situations at any premises which the company ought to be made aware of.
25. Ensure that all Guards have all the necessary equipment required to fulfil their responsibilities while on duty.
26. **Will ensure that it has comprehensive Business Continuity Management (BCM) planning which addresses the replication of required Control Room activities to ERWAT Control Room.**
27. Will utilise electronic GPS-based off-site monitoring of all teams deployed in each of the Premises with trends captured on its management information system ("MIS") and trends which will be analysed for the purpose of best practice and preventative action development.

CONTROL ROOM MONITORING SERVICES

In rendering the Control Room Monitoring Services, the Service Provider shall:

1. Provide 24-hour that dedicated personnel will be monitoring ERWAT sites on this contract.
2. Provide 24-hour monitoring of alarms and guards patrol systems at all ERWAT sites.
3. Provide the alarm reports to ERWAT Security Management on weekly basis.
4. Provide daily guard patrol exception report.
5. Provide statements and reports when required for investigations.

GUARDING SERVICES

In rendering the Guarding Services, the Service Provider:

1. Shall ensure that the guards perform their duties as per the job description and site instruction which will be provided to the appointed bidder upon appointment.

ARMED RESPONSE / SUPERVISORS RESPONSIBILITIES

In rendering the Armed Response Services, the Service Provider.

- Shall ensure that the arm response to perform their duties as per the job description and site instruction which will be provided to the appointed bidder upon appointment.

Equipment

Minimum requirements for Specialised Armed Response units:

1. Vehicle Branding of the Service Provider's branding.
2. LED Roof Lights
3. Vehicle tracking monitored by Off-site Control Room
4. Bullet Resistant Vests
5. In-Car Radio
6. Digital Camera for incidents
7. Long range Flashlight/Torch
8. 9mm Firearm

PENALTIES

Penalties will take effect from the Effective Date, which is the date when both parties have agreed on terms and signed the service level agreement. In the event that the Service Provider and ERWAT cannot agree on the penalties to be raised on non-performance, the GCC clause 22 will take preference.

3.2. TECHNICAL SECURITY – INSTALLATION, REPAIRS AND MAINTENANCE OF INFRASTRUCTURE AND EQUIPMENT

3.2.1 GENERAL REQUIREMENTS

Bidders will be required to render the following services, but not limited to:

1. Develop and implement maintenance plans as agreed in the service level agreement.
2. Monthly once off inspection and maintenance as per set and agreed plans.
3. Removal/collection and transport of equipment to and from the respective sites.
4. Strip and quote based on the bill of quantities.
5. On receipt of official order, the bidder will continue with repairs.
6. Installation and commissioning of infrastructure where required.
7. Bidders will be required to keep an Asset Job Card for each unit containing details such as date, nature of work conducted, list of parts replaced, value and guarantee period. This Asset Job Card will be submitted with a quote and invoice to the employer.
8. Bidder/s will be required to inform the employer during any stage of this contract on the status quo of the unit relating to cost effectiveness for repairs vs replacement purposes.
9. Bidder/s to ensure minimum stand-time during operation of this contract.
10. Bidder/s must be able to carry out maintenance of electric fence.
11. Bidder/s must be able to carry out all necessary maintenance of the Gate Motors as well as the Automated Boom Gates and grippa spike barriers.
12. Bidder/s must have the capability to carry out maintenance of the electronic Access Control system, including Biometrics as well as the software.
13. Bidder/s must have the capability to carry out maintenance of the Intruder Alarm system.
14. Bidder must also meet the necessary industry registrations as prescribed by the Private Security Industry Regulation Act 2001, (Act No. 56 of 2001). The latest relevant regulations as promulgated will be applicable as and when any changes (amendments) are affected.

15. In cases where the services of Sub-Service Providers are utilized, the Service Provider shall ensure that the repairs are performed as per the agreement with ERWAT, and the Service Provider shall remain accountable for the repairs and/or installation of the equipment for the duration of the WARRANTY.
16. The Service Provider shall always comply with ERWAT's Safety Procedures and requirements before any work commences.

3.2.2 TYPES OF INFRASTRUCTURE/EQUIPMENT

Please note that ERWAT has a variety of security infrastructure and/or equipment but not limited to the following:

1. Industrial Heavy Duty Gate Motors
2. Electric Fence
3. Electric Fence Monitoring Systems
4. Electric Fence Energizers
5. Automated Access Control Boom Gates and grippa barriers
6. Perimeter fences (**Invisible Wall/Mash Wire and Concrete Palisade**)
7. Automated Fence Monitoring System
8. Building Intruder Alarm systems:
 - Keypads
 - Panels
 - Door Contacts
 - Sirens (Horns)
 - Infrared Sensors/Detectors
 - Cabling etc.
 - Panic button receivers and repeaters
9. CCTV Surveillance System – hardware and software:
 - IP Cameras – some with built-in audio,
 - PTZ Cameras,
 - NVRs,
 - PCKs,
 - Monitors,
 - Switches
 - Cabling etc.
10. Access Control System – hardware and software:
 - Maglocks,
 - TT Controllers,
 - Card Readers,
 - Biometric Readers,
 - SWITCHES,
 - Power Supplies,
 - Emergency Break Glasses,
 - Cabling etc.
 - Nanos

3.2.3 REPAIRS (AS AND WHEN REQUIRED)

The service to be rendered by the supplier/s shall be for the general maintenance and repairs to the security infrastructure and/or equipment that includes the following:

- a) The Service Provider shall be contracted to ERWAT to conduct maintenance and repairs on all the Security Equipment. Response times are as stipulated in the SLA, in instances where repairs turnaround time is expected to exceed a forty-eight (48) working hours, the Service Provider shall supply, install, and commission the rental unit for the duration of the repairs, at his/her account. **NB: This will be applicable to all security infrastructure.**
- b) It shall be expected of the Service Provider that she/he will evaluate the condition of the equipment and based on that evaluation, decide on which spares she/he will keep as strategic spares, as to minimize the rental period. This will be at the Contract's own account.
- c) The repairs shall include the collection of the equipment from the sites, delivery of the equipment to the same after the repairs and six (6) calendar months guarantee on the repairs from date of installation and twelve (12) calendar months on replaced parts and/or equipment.
- d) All the works; maintenance, repairs and any new installations shall be executed in accordance with the industry best standards.
- e) The Service Provider shall include the call-out fee on his/her pricing – this pricing should include the work done outside normal working hours.

3.2.4 MAINTENANCE (AS AND WHEN REQUIRED)

Execution of Planned, Corrective and Preventative Maintenance with the specific requirement as detailed below:

- (a) Provision of trained personnel as is reasonably necessary to maintain and repair the Security Equipment and provide the services set out in this Agreement.
- (b) Managing and maintaining the Equipment in accordance with the agreed and approved Plan.
- (c) Planning and managing on-site maintenance activities, including:
 - (i) Assuring that the Project is run in accordance with this Agreement and in a safe, reliable, efficient, and prudent manner.
 - (ii) The Service Provider will identify required items, cost, and quantity and need date. The cost of any item or service shall be reimbursed by ERWAT in accordance with this Agreement.
 - (iii) Keeping under control the unavailability, both planned and unplanned, by using detailed and integrated plans and schedules, and resource management.
 - (iv) Maintaining a log of all outages, both pre-planned and unplanned.
 - (v) The Service Provider shall promptly notify ERWAT in writing of any capital improvements that the Service Provider believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements as well as the costs associated.
 - (vi) Performing routine surveillance of all Equipment and accordingly communicate the findings with the ERWAT 'Security Department.
- (d) Execution or oversight of routine Preventive Maintenance ("PM") activities including, but not limited to:
 - (i) Cleaning of CCTV Camera Lenses
 - (ii) Lubrication Checks
 - (iii) Visual Inspections
 - (iv) Testing

3.2.5 MATERIALS AND INSTALLATIONS

All equipment and materials shall be serviced and repaired strictly in accordance with the Manufacturers' specifications, instructions, and codes of good practice.

All materials, parts and equipment supplied and installed for repairs shall be new, of high quality, designed and manufactured to the relevant specifications, suitable for providing efficient, reliable, and trouble-free service.

Only original manufactures spares shall be acceptable.

All work shall be executed by qualified Technician and at the highest quality possible.

The Service Provider shall submit a detailed list of the equipment, parts, and material to be used to ERWAT for approval before placing orders or commencing with repairs.

The Service Provider shall comply with and ensure that all safety regulations and measures are applied and enforced during the maintenance, servicing, and repair work to ensure safety.

Call-out does not give an automatic go-ahead for the service provider to proceed with the repairs; ERWAT representative will first verify the scope of work to be done and satisfy himself/herself and then give approval thereof – through the issuance of the Purchase Order (PO).

- ERWAT reserves the right to hold Service Provider responsible for any equipment in the event of damage due to Service Provider's negligence or poor workmanship.
- All repair work shall only be performed upon receipt of an official Order Number or written instruction from the ERWAT's Security Manager or his appointed delegate.
- Invoices on repairs shall be authorized for payment only when accompanied by the following documents:
 - a) Cause of Failure Report, which include guarantee (where applicable)
 - b) Delivery note
 - c) Warranty Certificate (where applicable)
- The Service Provider is expected to avail him/herself 24-hours a day, including Public Holidays and Weekends.
- The tenderer shall take full responsibility, guard and care of any equipment taken/kept to their workshop from ERWAT's premises.
- Any stolen or damaged equipment of ERWAT shall be recovered at Service Provider expense.

Status Quo on name branded units currently on sites.

- Bidders must take note of all the equipment currently installed on all the sites as stipulated in the bill of quantities (BOQ)
- Where units of same brand cannot be repaired due to replacements of units by ERWAT, bidder/s will be required to submit a quote for the repairs on the new unit.

The bidder will be required to provide third party liability insurance in relation to the bidder's activities to be executed in terms of this contract.

3.2.6 DATA SHEETS:

Data sheets below is the minimum requirement for equipment to be supplied in relation to the pricing schedule.

Any equipment not compliant with the data sheets below, will be subject to approval by the ERWAT Representative prior to purchase or installation.

Where no information is available, Legislated provisions will be applied.

DATA SHEET – TECHNICAL SECURITY INFRASTRUCTURE

GATE MOTORS			
SPECIFICATION	SLIDING GATE 1	SLIDING GATE 2	SWING GATE 1
Input voltage	Not less than 90V – 240V AC +/- 10% @ 50Hz	Not less than 220V – 240V AC +/- 10% 50Hz	Not less than 220V +/-10% 50Hz, 170Ma AC current draw
Current consumption (Mains)	Not less than 170 Ma		
Battery charger amperage output (dependant on PSU input voltage)	Not less than 240V AC input → 1A output	Not less than 2A @ 27.5V	Not less than 13.6 to 13.8 volts DC → +/- 1 amp
Maximum numbers of operations per day	Not less than 150	Not less than 750	Unlimited
Duty cycle – main present	Not less than 50%	Not less than 45%	Not less than 200
Motor voltage	Not less than 12V DC	Not less than 24V DC	Not less than 12V nominal
Motor power supply	Battery driven (standard capacity – 12V 7Ah)	Battery driven (standard capacity – 2x7Ah)	Maintenance free lead acid 12V 7Ah battery
Current consumption (motor at rated load)	Not less than 10A	Not less than 8A	Not less than 2 Amps DC solenoid current draw
Motor push force – starting	Not less than 30kgf	Not less than 40kgf	Not applicable
Motor push force – rated	Not less than 17kgf	Not less than 30kgf	Not less than 300kgf
Gate mass – maximum	Not less than 500kg	Not less than 1000kg	Not less than 750kg/1.5m
Gate length – maximum	Not less than 100m		Not less than 310kg/4m
Gate speed (varies with load)	Not less than 18-22m/min	Not less than 22-26m/min	Not less than 17.5 seconds
Manual override	Lockable with key release	Lockable lever with key release	Lockable with key release
Operations in standby with 7Ah battery: Half day Full day	Not less than 44 Not less than 35	Not less than 87 Not less than 69	Not less than 200
Collision sensing	Electronic		
Operating temperature range	Not less than -15°C to +50°C		
Onboard receiver type	Code hopping multichannel receiver with selective add and delete	Code hopping multichannel	Code hopping multichannel receiver with selective add and delete
Receiver code storage capacity	Not less than 500 transmitter buttons		
Receiver frequency	Not less than 433MHz		
Degree of protection	Not less than IP55		

TRAFFIC BARRIERS (BOOMS)		
SPECIFICATIONS	BOOM GATE 1	BOOM GATE 2
Input voltage	Not less than 90 – 240V AC +/-10%, 50Hz	Not less than 220V AC +/-5%
Motor voltage	Not less than 12V DC	Not less than: Motor and control logic 12V DC
Motor power supply	Not less than battery driven (standard capacity – 7Ah)	Not less than 5 Amps
Battery charger	Not less than CP84SM – 1.8A @ 13.8V	7 Amp/H
Current consumption (mains supply)	170m A	80 W
Boom pole length	Not less than 6.0m	
Boom pole raise time	Not less than 3 seconds	Not less than 5.5 seconds
Maximum daily cycles	Not less than 3000	Not less than 2000
Collision sensing	Electronic	
Operating temperature	Not less than -20°C to 50°C	
Onboard receiver type	Not less than code hopping multichannel receiver with selective add and delete	
Receiver frequency	Not less than 433.92MHz	
Receiver code storage capacity	Not less than 500 transmitter buttons	
BARRIER HOUSING		
Application	Inland areas	
Housing construction	Not less than: Sheet metal housing, 1.6mm wall thickness with separate fabricated base frame, 3mm wall thickness to raise housing above ground. Separate fabricated sheet metal door with 1.2mm wall thickness. Die-cast grade LM24 aluminium cover with condensation shield	Not less than 316 brushed stainless steel
Barrier housing surface protection	Not less than pre-galvanised steel with epoxy coating	Not less than standard stainless steel 3CR12 powder coated
Base frame surface protection	Not less than mild steel hot dip galvanised	N/A
Housing colour	Cover: Red Main body: Traffic yellow	Top: Red Bottom: White
BOOM POLE		
Material and profile	Not less than aluminium, round profile with plastic end cap	Not less than extruded aluminium tubing, octagonal
Dimensions	Not less than: Outer diameter 76.2mm, wall thickness 1.27mm	Not less than 90x48mm
Weight	800g/meter	Not less than 1.110kg/meter
Surface protection, colour and markings	Not less than: Epoxy-coated white with reg reflective tape	Not less than white epoxy powder coated, spiral round with red reflective tape
Mass of pole (kg)	Not less than 4.9kg	Not less than 6.6kg

GRIPPA BARRIERS	
SPECIFICATION	GRIPPA BARRIER
Power	Not less than 22V AC 50/60Hz
Power consumption	Not less than 60W
Operations	Electro/Mechanical (To be integrated with boom gates)
Vehicle barrier dimensions	Not less than 3800mm x 1300mm x 409mm
Weight	Not less than approximately 55kg
Environment	Outdoor
Finishing options	Not less than stainless steel powder coated with galvanised base
Installation requirements	Not less than solid concrete

ELECTRIFIED FENCES			
SPECIFICATIONS	ENERGIZER 1	ENERGIZER 2	ENERGIZER 3
Internal battery charger float voltage	Not less than 14.3 Vdc		
Internal battery charger charging current	Not less than 600m A	No information available.	No information available.
Power consumption	Not less than 100m A at 12.5 Vdc	Not less than 15VA	23VA
Maximum AC input voltage when internal battery charger is supplying 580m A	Not less than 19Vac	No information available.	No information available.
Maximum DC energizer current from energizer powered output if using 16Vac supply and internal battery	Not less than 1.5 Amps	No information available.	No information available.
Maximum DC energizer current from energizer powered output if using external power supply and battery	Not less than 3Amps	No information available.	No information available.
Maximum fence voltage	Not less than 9.9k V	Not less than 8250 V	9000V
Maximum fence current	Not less than 80 Amps	No information available.	No information available.
Maximum live wire loop impedance	Not less than 1000 Ohm	Not less than 1 K Ω	No information available.
Maximum fence load	Not less than 10 Kilo Ohm	No information available.	No information available.
Sector accuracy	Not less than 100m or 0.1% of total wire length	No information available.	No information available.
Dual zone availability	Yes		
Alarm zones	Yes		
Standby time with fully charged battery	Not less the 24 hours		
Solar batteries	Not less than: Nominal volt: 12V Nominal capacity:100Ah Type of battery: Sealed rechargeable battery		
PC SPECIFICATION FOR ELECTRIFIED FENCE MONITORING			
Windows PC	Yes	Yes	Yes
Windows 10 or higher	Yes	Yes	Yes
USB to keypad bus adaptor or TCP/IP adaptor	Yes	Yes	Yes
Perimeter patrol PC application	Yes	Yes	Yes

INTRUDER ALARM SYSTEM	
SPECIFICATIONS	INTRUDER ALARM PANEL
CONNECTIVITY	
Zone configuration	Not less than up to 128, fully supervised zones and 41 sensor groups
Addressable zones	Not less than up to panel max using HSM3105 expander for MX addressable technology
Hardwired zones	Not less than normally closed, normally open, SEOL, DEOL 8 Zones on board expandable to panel max
Panic pendant	Not less than 120
Programmable outputs	Not less than 4 onboard, 128 low current using HSM2208, 16 high current using HSM2204
POWER SOURCES	
Power supply	No less than: External power adapter: 240 VAC
Additional power supply	No less than 4 additional power supplies
Battery type	Sealed, rechargeable lead acid
Current draw – Control panel	No less than 12mA
GENERAL INFORMATION	
Users	Not less than 1000 users
Partitions	Not less than 8 partitions
Keypad support	Not less than 16 hardwired keypads
System supervisors	Not less than AC, ZONE, FIRE, COMMUNICATION, LOW BATTERY, RF JAM, AUX, MODULE and SYSTEM TROUBLE
Communicator support	Not less than dual communicator support
Remote services	Not less than alarm .com integration, cloud connectivity
Central station reporting	Not less than central station reporting through alarm.com using SIA or CID
Local programming	Not less than on smartphone using local installer interface connected on WI-FI
Event history	Not less than 200 events (Captured, stored and reports)

INTRUDER ALARM SYSTEM – REMOTE PANIC BUTTONS		
SPECIFICATIONS	RECEIVER	REPEATER
Features	Not less than: Long Range Data Receiver Code hopping Auto Learning of signals to memory Use with Mimic 400 panic panel (1 per MB4000 panel) Auto Masking of repeated signals AC Fail RF Signal Output Random signal staggering	Not less than: Repeater unit Auto Learning of signals to memory 4000 memory locations Auto Masking of repeated signals AC Fail RF Signal Output Random signal staggering
Applications	Not less than: Transmission of alarm system Linking electric fence outputs to alarms	Not less than: Transmission of Alarm signals Linking Electric Fence outputs to Alarms
Specification	Not less than: Encryption: Code hopping Receiver: Range 500m (Open air) eProm memory: Not less than 80 remotes	Not less than: Encryption: Code-Hopping Transmit - Range: 800m (Open air) Receiver - Range: 500m (Open air)

Frequency	403Mhz	eProm Memory: 4000 codes 403MHz
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CCTV SYSTEM							
SPECIFICATIONS	BULLET CAMERA – OUTDOOR	SPECIFICATIONS	DOME CAMERA – OUTDOOR	SPECIFICATIONS	BULLET CAMERA – INDOOR	SPECIFICATIONS	DOME CAMERA - INDOOR
CAMERA		CAMERA		CAMERA		CAMERA	
Image sensor	Not less than 1/2.7" progressive scan CMOS	Image sensor	Not less than 1/3" progressive scan CMOS	Image sensor	Not less than 1/2" Progressive Scan CMOS	Image sensor	Not less than 1/2" Progressive Scan CMOS
Min. illumination	Not less than: Colour: 0.005 Lux @ (F1.6, AGC ON) B/W: 0 Lux with IR	Min. illumination	Not less than: Colour: 0.005 Lux @ (F1.2, AGC ON) in the colour mode and 0.01 Lux @ (F1.2, AGC ON) in B/W mode, 0 Lux with IR	Min. illumination	Not less than: Colour: 0.005 Lux @ (F1.2, AGN ON), 0 Lux with IR Colour: 0.009 Lux @ (F1.6, AGC ON), 0 Lux with IR	Min. illumination	Not less than: Colour: 0.005 Lux @ (F1.2, AGN ON), 0 Lux with IR Colour: 0.009 Lux @ (F1.6, AGC ON), 0 Lux with IR
Shutter speed	Not less than 1/3s to 1/100.000s	Shutter speed	Not less than 1/3s to 1/10.000s	Shutter speed	Not less than 1/3s to 1/100.000s	Shutter speed	Not less than 1/3s to 1/100.000s
Slow shutter	Yes	Lens	Not less than 2.7mm, 4mm, 6mm @ F2.0 Angle of view: Not less than 106°(2.7mm), 83° (4mm), 55.4° (6mm)	Slow shutter	Yes	Slow shutter	Yes
Wide dynamic range	Not less than 120d B	Lens mount	Not less than M12	Focal length	Not less than 2.8/4/6/8/12mm	Focal length	Not less than 2.8/4/6/8/12mm
Day & Night	IR Cut filter	Day & Night	IR cut filter with auto switch	Focus	Fixed	Focus	Fixed
Angle adjustment	Not less than: Pan: 0° to 360° Tilt: 0° to 90° Rotate: 0° to 360°	DNR	Automatic/Manual	Lens	Not less than: 2.8mm, horizontal field of view: 108° 4mm, horizontal field of view: 86.4° 6mm, horizontal field of view: 52° 8mm, horizontal field of view: 41° 12mm, horizontal field of view: 25°	Lens	Not less than: 2.8mm, horizontal field of view: 108° 4mm, horizontal field of view: 86.4° 6mm, horizontal field of view: 52° 8mm, horizontal field of view: 41° 12mm, horizontal field of view: 25°
		Wide dynamic range	Not less than 120 d B	Lens mount	Not less than M12	Lens Mount	Not less than M12
		Pan and Tilt rotation	Not less than Pan: 0° - 355° Tilt: 0° - 75° Rotation: 0° - 355°	Iris	Not less than F1.6	Iris	Not less than F1.6

LENS		COMPRESSION STANDARD		Day & Night	IR cut filter	Day & Night	IR cut filter
Focus	Fixed	Video compression	Not less than H.264/MJPEG/H.264+	Wide dynamic range	Not less than 120d B	Wide dynamic range	Not less than 120d B
Focal length & FOV	Not less than: 6mm: Horizontal FOV 56° Vertical FOV 29.8° Diagonal FOV 65.3°	H.264 Type	Main profile	3-Axis adjustable (bracket)	Not less than: Pan: 0° to 360° Tilt: 0° to 90° Rotate: 0° to 360°	3-Axis adjustable (bracket)	Not less than: Pan: 0° to 355° Tilt: 0° to 75° Rotate: 0° to 355°
Lens mount	Not less than M12	Video bit rate	Not less than 32Kbps – 16Mbps	Compression standard		Compression standard	
Aperture	Not less than F1.6	Dual streams	Support	Video compression	Not less than: Mainstream: H.265/H.264 Sub-stream: H.265/H.264/MJPEG Third stream: H.265/H.264	Video compression	Not less than: Mainstream: H.265/H.264 Sub-stream: H.265/H.264/MJPEG Third stream: H.265/H.264
ILLUMINATOR		IMAGE		H.264 Type	Main profile/High profile	H.264 Type	Main profile/High profile
IR Wavelength	Not less than 850nm	Max. resolution	Not less than 2688x1520	H.264+	Mainstream supports	H.264+	Mainstream supports
IR Range	Not less than up to 30 m	Max frame rate	Not less than 60Hz: Mainstream: 20fps (2688x1520) 25fps (2048x1536) 30fps (1920x1080) 30fps (1280x960) 30fps (1280x720) Sub stream: 30fps (352x240) 30fps (704x480)	H.265 Type	Main profile	H.265 Type	Main profile
		Image setting	Not less than rotate mode, Saturation, Brightness, Contrast, Sharpness adjustable by client software or web browser and AGC	H.265+	Mainstream supports	H.265+	Mainstream supports
		BLC	Support, zone configurable	Video bit rate	Not less than 32Kbps to 16 Mbps	Video bit rate	Not less than 32Kbps to 16 Mbps
		ROI Codec	Support	IMAGE		Audio compression	Not less than: G.711/G.722.1, G.726, MP2L2, MP3
VIDEO		NETWORK		Max. resolution	Not less than 1920x1080	Audio bit rate	Not less than: 64Kbps (G.711)/16Kbps (G.722.1)/16Kbps (G.726)/32-192Kbps(MP2L2)/8Kbps – 320Kbps (MP3)

Max. resolution	Not less than 1920 x 1080	Network storage	NAS (Support NFS, SMB/CIFS), ANR	Mainstream	Not less than: 50Hz: 25fps (1920x1080, 1280x960, 1280x720) 60Hz: 30fps (1920x1080, 1280x960, 1280x720)	IMAGE	
Main stream	Not less than 60Hz: 30fps (1920 x 1080, 1280 x 720)	Detection	Not less than intrusion detection, line crossing detection, motion detection, dynamic analysis	Sub-stream	Not less than: 50Hz: 25fps (640x480, 640x360, 320x240) 60Hz: 25fps (640x480, 640x360, 320x240)	Max. resolution	Not less than 1920x1080
Sub-stream	Not less than 60Hz 30fps (640 x 480, 640 x 360)	Alarm trigger	Not less than tampering alarm, network disconnect, IP address conflict, storage exception	Third stream	Not less than: 50Hz: 25fps (1920x1080, 1280x720, 640x360, 352x288) 60Hz: 30fps (1920x1080, 1280x720, 640x360, 352x240)	Mainstream	Not less than: 50Hz: 25fps (1920x1080, 1280x960, 1280x720) 60Hz: 30fps (1920x1080, 1280x960, 1280x720)
Video compression	Not less than: Main stream: H.0.65/H.264 Sub-stream: H.265/H.264/MJPEG	Protocols	Not less than IPV4 and IPV6, TCP/IP	Image enhancement	Not less than BLC/3D DNR/HLC	Sub-stream	Not less than: 50Hz: 25fps (640x480, 640x360, 320x240) 60Hz: 25fps (640x480, 640x360, 320x240)
Video bit rate	Not less than 32 Kbps to 8 Mbps	General function	Not less than anti-flicker, heartbeat, mirror, password protection, privacy mask, watermark, IP address filtering, anonymous access, log access of the users, 10 simultaneous connection	Image setting	Rotate mode, saturation, brightness, contrast, sharpness, AGC, and white balance adjustable by client software or web browser	Third stream	Not less than: 50Hz: 25fps (1920x1080, 1280x720, 640x360, 352x288) 60Hz: 30fps (1920x1080, 1280x720, 640x360, 352x240)
H.264 Type	Not less than baseline profile/Main profile/High profile	Standard	Not less than ONVIF (Profile S, Profile G), PSIA, CGI, ISAPI	ROI	Not less than support 1 fixed region for mainstream and sub-stream separately	Image enhancement	Not less than BLC/3D DNR/HLC
H.265 Type	Main profile	INTERFACE		Day/Night switch	Not less than day/night/auto/schedule	Image setting	Rotate mode, saturation, brightness, contrast, sharpness, AGC, and white balance adjustable by client software or web browser
H264+	Main stream supports	Communication interface	Not less than 1 RJ45 10M/100M ethernet port, Base T	NETWORK		ROI	Not less than support 1 fixed region for mainstream and sub-stream separately
H265+	Main stream supports	On-board storage	Not less than built in Micro SD slot, up to 128GB	Network storage	Not less than support micro sd card (128G) local storage	Day/Night switch	Not less than day/night/auto/schedule triggered by alarm in

Region of interest	Not less than 1 fixed region supported	Alarm interface	Not less than 1x alarm I/O	Protocols	Not less than TCP/IP	AUDIO	
NETWORK		Audio interface	Not less than 1x audio I/O	General function	Not less than: Anti-flicker, three streams, heartbeat, mirror, privacy mask, password reset via e-mail, pixel counter, HTP listening	Environment noise filtering	Yes
Protocols	Not less than TCP/IP	Reset	Yes	API	Not less than ONVIF, ISAPI, SDK	Audio I/O	Yes, mono soundtrack
Simultaneous live view	Not less than up to 6 channels			Security	Not less than: password protection, complicated password, HTTPS encryption, 802.1X authentication, watermark, IP address filter, basic and digest authentication for HTTP/HTTPS, WSSE and digest authentication for ONVIF, TLS1.2	Sampling rate	Not less than: 8KHZ/16KHZ, 32KHZ, 44.1KHZ, 48KHZ
API	Not less than open network video interface			Simultaneous live view	Not less than up to 6 channels	NETWORK	
User/Host	Not less than up to 32 users			User/Host	Not less than up to 32 users 3 levels: Administrator, operator and user	Network storage	Not less than support micro sd card (128G) local storage
Network storage	Support Micro SD			Client	Not less than IVMS-4200, Hik-connect, Hik-central	Protocols	Not less than TCP/IP
Client	Ivms-4200			Web browser	Not less than: Plug-in required live view: IE8+ Plug-in free live view: Chrome 57.0+, Firefox 52.0+, Safari 11+ Local service: Chrome 41.0+, Firefox 30.0+	General function	Not less than: Anti-flicker, three streams, heartbeat, mirror, privacy mask, password reset via e-mail, pixel counter, HTP listening
IMAGE				INTERFACE		API	Not less than ONVIF, ISAPI, SDK
Image settings	Rotate mode, saturation, brightness, contrast,			Communication interface	Not less than 1 RJ45 10M/100M self-adaptive ethernet port	Security	Not less than: password protection, complicated password, HTTPS encryption,

	sharpness and white balance adjustable by client software or web browser					802.1X authentication, watermark, IP address filter, basic and digest authentication for HTTP/HTTPS, WSSE and digest authentication for ONVIF, TLS1.2
Day/Night switch	Day, Night, Auto, Schedule		On-board storage	Not less than 1 built in micro sd slot, up to 128 GB	Simultaneous live view	Not less than up to 6 channels
Image enhancement	BLC, 3D DNR		Reset button	Yes	User/Host	Not less than up to 32 users 3 levels: Administrator, operator and user
INTERFACE			SMART FEATURE SET		Client	Not less than IVMS-4200, Hik-connect, Hik-central
Ethernet interface	Not less than 1 RJ45 10M/100M self-adaptive ethernet port		Smart event	Not less than: Line crossing detection, intrusion detection, unattended baggage detection, object removal detection, face detection, scene change detection	Web browser	Not less than: Plug-in required live view: IE8+ Plug-in free live view: Chrome 57.0+, Firefox 52.0+, Safari 11+ Local service: Chrome 41.0+, Firefox 30.0+
On-board storage	Not less than 1 built in micro sd slot, up to 256 GB		Basis event	Not less than: Motion detection, video tampering alarm, exception (network disconnected, IP address conflict, illegal login, HDD full, HDD error)	INTERFACE	
Hardware reset	Yes		Linkage method	Not less than: Trigger recording: Memory card, network storage, pre-recorded and post-recorded Trigger captured pictures uploading: FTP, HTTP, NAS, Email Trigger notification: HTTP, ISAPI, Email	Communication interface	Not less than 1 RJ45 10M/100M self-adaptive ethernet port
EVENT					Audio	Not less than 1 audio input (line-in), 1 audio output interface, terminal block

Smart event	Line crossing detection, intrusion detection		Alarm	Not less than 1 alarm input, 1 alarm output, 1 alarm output (max. 12VDC, 30m A), terminal block
			On-board storage	Not less than 1 built in micro sd slot, up to 128 GB
			Reset button	Yes
			SMART FEATURE SET	
			Smart event	Not less than: Line crossing detection, intrusion detection, unattended baggage detection, object removal detection, face detection, scene change detection
			Basis event	Not less than: Motion detection, video tampering alarm, exception (network disconnected, IP address conflict, illegal login, HDD full, HDD error)
			Linkage method	Not less than: Trigger recording: Memory card, network storage, pre-recorded and post-recorded Trigger captured pictures uploading: FTP, HTTP, NAS, Email Trigger notification: HTTP, ISAPI, Email, alarm output

PTZ CAMERA	
SPECIFICATIONS	PTZ 1
CAMERA	
Image sensor	Not less than ½.8" Progressive scan CMOS
Effective pixel	Not less than 2230K pixels
Min. illumination	Not less than: Colour: 0.05 Lux @ 1.6 Black and White: 0.005 Lux @ 1.6 0 Lux with IR
White balance	Not less than auto/manual/ATW/indoor/outdoor/daylight lamp/sodium lamp
AGC	Not less than auto/manual
S/N Ratio	Not less than ≥50dB
Digital noise reduction	Not less than 3D DNR
Backlight compensation	BLC
Shutter speed	Not less than 50Hz: 1/25 – 1/30.000s 60Hz: 1/25 – 1/30.000s
Day & Night	IR cut filter
Digital zoom	Not less than 16x
Privacy masking	Not less than up to 24 zones, maximum 8 zones on a same image, multiple colours and mosaics optional
Focus mode	Not less than auto/semiautomatic/manual
LENS	
Focal length	Not less than 4.7-94mm, 20x
Zoom speed	Not less than approximately 2.7s (Optical wide-tele)
Angle of view	Not less than 58.3 – 3.2 degree (Wide-tele)
Min. working distance	Not less than 10 – 1500mm (Wide-tele)
Aperture range	Not less than F1.6 – F3.5
PAN & TILT	
Smart tracking	Support
Pan/Tilt range	Not less than: Pan: 360° endless Tilt: -2° - 90° (Auto flip)
Pan/Tilt speed	Not less than: Pan: Manual speed: 0.1° - 160°/s Pan: Pre-set speed: 160°/s Tilt: Manual speed: 0.1° - 120°/s Tilt: Pre-set speed: 120°/s
Proportional zoom	Rotation speed can be adjusted automatically according to zoom multiples
Number of pre-set	Not less than 256
Patrol	Not less than 8 patrols, up to 32 pre-sets per patrol
Pattern	Not less than 4 patterns, with the recording time not less than 10 minutes per pattern
Power-off memory	Support
Park action	Pre-set/patrol/pattern/pan scan/random scan/frame scan/panorama scan
PTZ position display	On/Off

Pre-set freezing	Support
INFRARED	
IR Distance	Not less than up to 120m
IR Intensity	Automatic adjusted, depending on the zoom ratio
ALARM	
Alarm input	Not less than 7
Alarm output	Not less than 2 relay outputs, alarm response actions configurable
Alarm action	Pre-set, patrol, patterns, SD/SDHC recording. Relay output, notification on client
INPUT/OUTPUT	
Video output	Not less 1.0V / 750Ω, PAL/NTSC, COMPOSITE, BNC
Audio input	Not less than audio input , 2 – 2.4 V, output impedance 1KΩ, +/-10%
Audio output	Not less than line level, Impedance 600Ω
NETWORK	
Ethernet	Not less than 10 Base-T/100Base-TX, RJ45 connector
Max. image resolution	Not less than 1920x1080
Frame rate	Not less than: 50Hz: 25fps (1920x1080), 25fps (1280x960), 25fps (1280x720) 60Hz: 30fps (1920x1080), 30fps (1280x960), 30fps (1280x720)
Image compression	Not less than H.264/MJPEG/MPEG4
ROI encoding	Not less than 24 areas with adjustable levels
Audio compression	Not less than G.71.1u/G.711a/G.726
Protocols	Not less than HTTPS
Simultaneous live view	Not less than up to 10
Streams	Not less than three streams
Mini sd memory card	Not less than build in SD slot
User/Host level	Not less than 32 users, 3 Levels: Administrator, Camera control, Live view only
Security measures	User authentication

NETWORK VIDEO RECORDER	
SPECIFICATION	NVR 1
VIDEO AND AUDIO	
IP Video input	Not less than up to 32MP resolution
Incoming bandwidth	Not less than 256Mbps
Outgoing bandwidth	Not less than 256Mbps
HDMI 1 Output	Not less than 4K (3840X2160)
HDMI 2 Output	Not less than 1920x1080p/60Hz
VGA Output	Not less than 1920x1080p/60Hz
Video output mode	HDMI 1/VGA simultaneous output HDMI 2 independent output
CVBS output	Not less than 1 channel, BNC (1.0Vp, 75Ω), resolution: PAL: 704X576, NTSC: 704X480
Audio output	Not less than 1 channel, RCA (Linear, 1KΩ)
Two-way audio input	Not less than 1 channel, RCA (2.0Vp-p, 1KΩ, using the audio input)
DECODING	
Decoding format	Not less than: H.264+, H.265, H.264, H.264+, MPEG4
Recoding resolution	Not less than 32MP
Synchronous playback	Not less than 16 channels
Capability	Not less than 16 channels @ 1080p (30fps)
Dual stream recording	Support
Stream type	Video, Video & Audio
Audio compression	Not less than G.711ulaw
NETWORK	
Remote connections	Not less than 128
Network protocol	Not less than TCP/IP
Network interface	Not less than 1, RJ-45 10/100/1000Mbps self-adaptive ethernet interface
PoE	
Interface	Not less than 16, RJ-45 10/100Mbps self-adaptive ethernet interface
Power	Not less than ≤200W
Supported standard	Not less than IEEE802.3af/at
Auxiliary interface	
Serial port	Not less than 1 RS-485 (half-duplex), 1RS-232
SATA	4 SATA interfaces
Esata	1 Esata interface
Capacity	Not less than up to 10TB capacity for each disk
Alarm in/out	Not less than 16/4
USB interface	Not less than: Front panel: 2 x USB 2.0 Rear: 1 x USB 3.0

4. **PROJECT MANAGEMENT AND CONTRACTING AUTHORITY**

The project will be managed by the Security Department within Ekurhuleni Water Care Company.

5. **REPORTING REQUIREMENTS**

5.1. The service provider shall provide the following reports:

5.1.1. Table 1: Reporting

Name of report	Content	Due date
<i>Inception report</i>	Analysis of existing situation and work plan for the project that will carry over to the performance evaluation document for monitoring. This report will include a complete baseline risk assessment.	Upon receipt of a formal appointment the bidder to discuss the due date for the inception report with timelines as agreed to in the service level agreement.
<i>Risk assessments</i>	Environmental scanning and surveys, assessing the current crime trends and security risk analysis	Monthly as agreed on finalised service level agreement.
<i>Incident reports</i>	Written incident reports within 24 (twenty-four) hours of an incident to the company Security Manager, with sufficient details as required by the company, and notified to the Service Provider	As and when required.
<i>Verbal updates</i>	Daily verbal updates on incidents at each premises to the company Security Manager/Coordinator at such premises	Daily as and when required
<i>Monthly report</i>	Monthly performance report on incidents, security infrastructure status and security concerns to Company Security management on the first working day of each month as agreed to in the finalised service level agreement and monitored at the monthly performance evaluation sessions.	Monthly (on the first day of the following month)
<i>Closeout and handover report</i>	As agreed to in the finalised service level agreement, at least 15 days to the date of contract expiry.	To be submitted on the last month of year 3.

5.2. Submission and approval of reports

The inception report, monthly reports and closeout report must be compiled and submitted to the departmental Project Manager within the set timelines as indicated in the service level agreement and or the performance evaluation document.

6. **SUBMISSION REQUIREMENTS**

ERWAT will establish a Bid Evaluation Committee (BEC) whose responsibility it is to make recommendations to the Bid Adjudication Committee (BAC). The Bid Evaluation Committee will short list and evaluate the bid document in accordance with the criteria below and make recommendations to the BAC.

- 1) Pre compliance evaluation to be done to determine the eligibility of a bidder to be recommended for the 2nd phase of evaluation-qualified bidders goes through for the functionality evaluation. The evaluation criteria are related to technical team skills functionality and the company functionality.
- 2) Bidders will be scored points for price and specific goals as stipulated in the bid document.
- 3) Calculate total Bid evaluation points, to two decimal places.
- 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- 5) Recommend Bidders with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

7. **EVALUATION CRITERIA**

7.1 **MANDATORY REQUIREMENTS:**

Failure to comply with the mandatory requirements will render your tender invalid and non-responsive, and thus will be disqualified from further evaluation.

7.1.1 **CERTIFICATION:**

NB: All certificates submitted must be valid at the date of tender closing.

REGULATORY BODY	DOCUMENTS REQUIRED
PSIRA (Private Security Industry Regulatory Authority)	Certified copy of a valid registration certificate for the bidding company.
Firearm Control Act	Certified copies of valid business firearm Licenses and proof of ownership on company's names (issued in terms of section 20 of the Firearms Act).
ICASA	Submit copy of valid ICASA Radio Communication license of the company or rented one.
PSIRA (Private Security Industry Regulatory Authority)	Three (3) key personnel with valid PSIRA (Private Security Industry Regulatory Authority) certificate (Grade B and above). Certified copy of certificate required.
PSIRA (Private Security Industry Regulatory Authority)	At least one (1) Technician with valid PSIRA (Private Security Industry Regulatory Authority) certificate (Installation, servicing, and repairs of security equipment). Certified copy of certificate required.

7.1.2 **KEY STAFF/PERSONNEL**

REQUIRED: CERTIFIED COPIES OF VALID PSIRA REGISTRATION CERTIFICATION

NO	FUNCTION	NAME
1	OPERATIONS/AREA MANAGER	
2	REACTION MANAGER	
3	CONTROL ROOM SUPERVISOR	
4	TECHNICIAN (ELECTRONIC SECURITY SYSTEMS)	

7.1.3 **VEHICLES**

Bidders will be required to have a minimum of 7 (seven) vehicles. Proof of ownership/rental of the vehicles will be verified at the site inspection.

7.2 FUNCTIONALITY

7.2.1 TECHNICAL / FUNCTIONALITY EVALUATION

Potential service providers will have to achieve minimum number of **70 points out of 100** for their technical proposals before their financial proposals and B-BBEE status are evaluated as set out the tables below. This is required so that there is a level of comfort that the potential service provider can deliver the project with the required professionalism and quality.

Scoring Process

The Technical / Functional Evaluation Task Team will be established to determine the following:

- Whether or not the Bidder understood the project specifications.
- The bidders experience with similar projects.
- The qualifications and experience of the key staff proposed.
- Bidders site evaluation.

No alteration of technical / functionality proposals will be permitted after the deadline for receipt of bids. Questions may be asked for clarification needed to evaluate their proposals, but bidders would not be permitted to change the substance or price of their bids after bid opening. Requests for clarification and the bidder's responses would be made in writing. No interviews will be conducted in this regard.

Functionality Documentation must either be attached to the applicable Returnable Schedule as stated below or can be bound into a separate volume and clearly referenced to in each of the applicable schedules. **If the functionality document is not attached to the page or clearly referenced it will be deemed not to have been included.**

The score for the Technical / Functionality Evaluation will be calculated in accordance with the table below:

PHASE 1 PHYSICAL SECURITY EVALUATION:

CRITERION	CRITERION DETAILS	Highest Obtainable Points	Points Obtained
Company Experience: Physical Security Services (kindly complete the "Previous Experience" table below the functionality section in full)	<p><u>Physical security</u></p> <p>Only signed completion certificates and/or reference letters on the letterheads of the current and previous client/employer with a clear description of works will be accepted.</p> <p>Description of work, including but not limited to:</p> <ol style="list-style-type: none"> 1. Armed response, 2. Armed guards, 3. Riot support. <ul style="list-style-type: none"> • 5 or More Letters/Certificates = 50 • 4 Letters/Certificates = 40 • 3 Letters/Certificates = 30 • 2 Letters/Certificates = 20 • 1 Letter/Certificate = 10 • No information submitted = 0 	50	

<p>Company Experience: Technical Security Services (kindly complete the "Previous Experience" table below the functionality section in full)</p>	<p>Technical security</p> <p>Only signed completion certificates and/or reference letters on the letterheads of the current and previous client/employer with a clear description of works will be accepted.</p> <p>Description of work, including but not limited to:</p> <ol style="list-style-type: none"> 1. installation, 2. repairs and maintenance of security infrastructure and equipment <ul style="list-style-type: none"> • 4 or More Letters/Certificates = 20 • 3 Letters/Certificates = 15 • 2 Letters/Certificates = 10 • 1 Letters/Certificates = 5 • No information submitted = 0 	20	
<p>Financial Resource</p> <p><i>NOTE: Submit a letter from the Bidders banking institution indicating the bank rating. Letter should be on the financial institution letterhead and stamped/signed by the institution.</i></p>	<p>Amount enquiry will be done based on tender value for the reference checks on the tenderer's bank.</p> <ul style="list-style-type: none"> • Bank Rating A - Undoubted for the amount of enquiry = 20 • Bank Rating B - Good for the amount of your enquiry = 15 • Bank Rating C - Good for the amount quoted, if strictly in the way of business = 10 • Bank Rating D - Fair trade risk for the amount of your enquiry = 5 • Bank Rating E or failure to produce a bank document explicitly stating the Bank rating will result in 0 points being awarded in this category 	20	
<p>SAIDSA Affiliation</p> <p>Bidders should comply with the South African Intruder Detection Services Association (SAIDSA) By-Law 1 and SAIDSA By-Law 3.</p>	<p>Submit a certified copy of SAIDSA By-Law 1 & 3 certificates:</p> <ul style="list-style-type: none"> • SAIDSA registration = 10 • No registration = 0 	10	
<p>TOTAL</p>	<p>Bidder must score a minimum of 70 points to be considered for further evaluation</p>	100	
<p>NB: Site visits will only be conducted for bidders who score a minimum of 70 points under functionality.</p>			

PHASE 2 BIDDERS' SITE EVALUATION:

BIDDER SITE EVALUATION FORM		
Contract Description:	THE APPOINTMENT OF SUITABLY QUALIFIED, EXPERIENCED AND ACCREDITED SERVICE PROVIDER/S TO PPROVIDE COMPLETE INTEGRATED SECURITY SERVICE PACKAGE INCLUDING REPAIRS AND MAINTENANCE FOR ERWAT FOR A FIXED TERM PERIOD	
Contract Number:	BID: ERW2303/10	
Assessor Name:		
Assessor Signature:		
Date:	2023/ /	
Service Provider:		
SUMMARY		
Total	100	
Comments by Assessor:		
	Description	Maximum Points
		Score
	1. Base Station Radio (able to communicate/connect to off-site) = 20	100
	2. Two-way Radios = 10	
	3. Alarm Base Station = 20	
	4. Online Patrol System = 10	
	5. Live Vehicle Monitoring/Tracking Facility = 10	
	6. Telephone facility (landline & cell phone) = 5	
	7. Safe storage of firearms = 5	
	8. *Vehicles are branded with the Bidder's logo = 5	
	9. *Vehicles fitted with security lights and tracking facilities = 5	
	10. *Vehicles fitted with two-way radio communication = 10	

Note: Bidders must score a minimum of 70 points to be considered for further stage of evaluation, failing which Bidder will not be eligible for further stage of evaluation.

* Bidders will be required to have a minimum of 4 (four) vehicles available for inspection. Items 8, 9 and 10 in the table above will be verified upon inspection in relation to the 4 (four) vehicles. Proof of ownership/rental for the mandatory vehicle requirement (7 vehicles) to be available during site inspection.

PREVIOUS EXPERIENCE

Provide the following information on **relevant** previous experience in the security industry as covered under the scope of this tender. Kindly note that reference letters must be signed by the company on their respective letterhead for whom the service provider has rendered the services, must be contactable, give full details of name, surname, cell phone number, landline, e-mail address and physical business address.

Failure to submit contactable references may render your bid invalid and may be disqualified.

Kindly note that reference letters must be for individual contracts. More than one reference letter for one specific contract will be seen as one reference irrespective of the number of letters/certificates attached.

Contract number & Description	Value (R, VAT included)	Contract period	Reference					
			Full Name & Surname	Organisation	Office landline number	Cell phone number	e-mail address	Physical Address



PRICING SCHEDULE

PRICING INSTRUCTIONS:

1. Bidders must price for the line items as set out below.
2. This is a rates-based tender and therefore no totals will be applicable in the pricing schedule. Orders will only be generated on an as-and-when required basis according to the rates.
3. The quantities will be indicated at the time of issuing the purchase order to the successful bidder and will be at ERWAT's discretion on the need from time to time as per line items listed in the tables below.
4. Bidders will be required to price for all direct and indirect fees relating to the services indicated in the table below.
5. All guards on duty must be equipped with the necessary tools (e.g. torch, radios, etc.) and priced accordingly.
6. All armed guards on duty must be equipped with the necessary tools including but not limited to firearms and gear and priced accordingly.

1. PHYSICAL SECURITY

NOTE: PRICE OFFERS SHOULD INCLUDE ALL OTHER INDIRECT COSTS. BIDDERS MUST QUOTE IN LINE WITH THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA) AS PROMULGATED BY THE NATIONAL BARGAINING COUNCIL FOR PRIVATE SECURITY SERVICES (NBCPSS). THIS APPLIES TO PERSONNEL ONLY. BIDDERS WHO SUBMIT OFFERS BELOW 10% OF THE PSIRA/NBCPSS GUIDELINE, WILL BE DISQUALIFIED.

NO	Products Per Category		Unit Of Measure	Unit Rate including VAT		
				Year 1	Year 2	Year 3
Personnel						
1	Site Manager Gr. A+		Per hour	R	R	R
2	Control Room Supervisor Gr. A		Per hour	R	R	R
3	Security Guard Gr. B (Armed)		Per hour	R	R	R
4	Security Guard Gr. B		Per hour	R	R	R
5	Security Guard Gr. C (Armed)		Per hour	R	R	R
6	Security Guard Gr. C		Per hour	R	R	R
7	Tactical/Riot Officer Gr. B		Per hour	R	R	R
8	Patrol dog		Per month	R	R	R
9	Security Patrol Vehicle	Single Cab, 4-cylinder High Rider (1ton LDV)	Per day	R	R	R
		Single Cab 1.6l LDV (Half ton LDV)	Per day	R	R	R
		Single cab 4X4 drive	Per day	R	R	R
10	Quad Bike (At least 400cc)		Per day	R	R	R
11	Guard Patrol unit (For Points Clocking)		Per day	R	R	R
12	Fibreglass Guardhouse – (Length:3m x Width:2m x Height:2.2m)		Per month	R	R	R
13	Chemical toilet including janitor fees. Janitor services required weekly.		Per month	R	R	R

AD-HOC SERVICES

ERWAT MAY AT ANY GIVEN TIME REQUIRE AD-HOC SERVICES. PLEASE NOTE THAT, ANY AD-HOC SERVICES ARE (WILL BE) ON AN AS-AND-WHEN BASIS.

2. TECHNICAL SECURITY

Bidders must price for the line items as set out below. This is a rates-based tender and therefore no totals will be applicable in the BOQ, and orders will only be generated on an as-and-when required basis according to the rates.

The Bidder will be allowed to put a maximum of 5% mark up on prices of new equipment purchased for replacement.

The successful bidder will be required to submit a quote for the works required prior to being issued an official order and will be limited to the rates as set out herein.

Bidders are required to price for all direct and indirect cost relating to the execution of the contract (example: labour, transport, etc.)

2.1 REPAIRS OF GATE MOTORS

Bidders should note that all repairs, maintenance or replacement must be completed within the OEM specifications and be compatible with the current infrastructure.

NO	Products Per Category	Unit Of Measure	Unit Rate including VAT		
			Year 1	Year 2	Year 3
1	Foundation Plate	each	R	R	R
2	Original Magnet Sensor or position detecting device	each	R	R	R
3	Lower Cover	each	R	R	R
4	Origin Marker Bracket	each	R	R	R
5	Origin Sensor (Wireless Gate Beam Infrared Set)	each	R	R	R
6	Gate-Mounted Origin Marker	each	R	R	R
7	Manual Gate Release	each	R	R	R
8	12v 7.2A/Hr Battery (LEAD ASSET)	each	R	R	R
10	Motor Fuse (15A ATO)	each	R	R	R
11	Rack Teeth (6m)	each	R	R	R
12	Gearbox	each	R	R	R
13	Steel Rack (6m)	each	R	R	R
14	Gate Wheels	each	R	R	R
15	PC Board (control)	each	R	R	R
16	Gate rail (6m)	each	R	R	R
17	Rail brush	each	R	R	R
18	Sliding Gate Motor (push 500kg+)	each	R	R	R
19	Heavy Duty Gate Motor (push 1000kg+)	each	R	R	R
20	Light duty Gate Motor	each	R	R	R
21	Standard Swing Gate Motor	each	R	R	R

2.2 REPAIR OF BOOM GATES

NO	Products Per Category	Unit Of Measure	Unit Rate including VAT		
			Year 1	Year 2	Year 3
1	Boom Arm/pole (6m)	each	R	R	R
2	Barrier Logic	each	R	R	R
3	Hold Down Bracket	each	R	R	R
4	Cabinet	each	R	R	R
5	Boom Pole Retainer	each	R	R	R
6	Holding Down Bar	each	R	R	R
7	Top Locking Stop	each	R	R	R
8	Bottom Locking Stop	each	R	R	R
10	Rubber Stoppers	each	R	R	R
11	Loop Detector	each	R	R	R
12	PC Board (control)	each	R	R	R
13	Fuse	sum	R	R	R
14	Springs	each	R	R	R
15	Push Button	each	R	R	R
16	Remote Control	each	R	R	R

2.3 REPAIR OF ELECTRIC FENCES

NO	Products Per Category	Unit Of Measure	Unit Rate including VAT		
			Year 1	Year 2	Year 3
1	Energizer – 9900 V	each	R	R	R
2	Energizer – 8250 V	each	R	R	R
3	Energizer – 9000 V	each	R	R	R
4	Bracket	each	R	R	R
5	Bobbins	each	R	R	R
6	Springs	each	R	R	R
7	Hooks	each	R	R	R
8	Ferrules	each	R	R	R
9	12v Batteries for Energizers	each	R	R	R
10	Strobes	each	R	R	R
11	Siren (Horn)	each	R	R	R
12	Fuse for Energizers	each	R	R	R
13	Solar Regulator	each	R	R	R
14	Solar Battery	each	R	R	R
15	Solar Battery	each	R	R	R
16	Solar Battery	each	R	R	R
17	High Tension (HT) Cable	Per meter	R	R	R
18	Electric Fence Strand – Solid 2.0mm	Per meter	R	R	R
19	Electric Fence Strands – Braided 2.0mm	Per meter	R	R	R

2.4 REPAIR OF SURVEILLANCE CAMERA SYSTEMS

NO	Products Per Category	Unit Of Measure	Unit Rate including VAT		
			Year 1	Year 2	Year 3
	IP Camera				
1	Outdoor - Bullet	each	R	R	R
2	Outdoor - Dome	each	R	R	R
3	Indoor – Bullet	each	R	R	R
4	Indoor - Dome	each	R	R	R
	PTZ Camera				
5	Lenses	each	R	R	R
6	Power Supply	each	R	R	R
7	Controller	each	R	R	R
8	PC Board	each	R	R	R
9	New PTZ Camera	each	R	R	R
10	BNC Connector	each	R	R	R
11	DC Plug	each	R	R	R
12	PTZ Controller/Keyboard (PCK)	each	R	R	R
13	Master Nano Station	each	R	R	R
14	Slave Nano Station	each	R	R	R
15	24 Port POE Switch	each	R	R	R
16	Network Video Recorder (NVR)	each	R	R	R
17	1TB Hard Drive	each	R	R	R
18	Camera Smoke Dome	each	R	R	R
19	Camera Bracket	each	R	R	R
20	Cat 5 Cabling	Per meter	R	R	R

2.5 REPAIR OF INTRUDER ALARM SYSTEMS

NO	Products Per Category	Unit Of Measure	Unit Rate including VAT		
			Year 1	Year 2	Year 3
1	Keypads	each	R	R	R
2	Door Contacts	each	R	R	R
3	Sirens (Horns)	each	R	R	R
4	Alarm Radio transmitter (include annual licence fees)	each	R	R	R
5	Remote panic button receivers	each	R	R	R
6	Remote panic button repeaters	each	R	R	R
7	Infrared Sensors/Detectors	each	R	R	R
8	Cable	Per meter	R	R	R

OTHER ITEMS:

Call out response time will be determined at time of signing of the SLA.

NO	Products Per Category	Unit Of Measure	Unit Rate including VAT		
			Year 1	Year 2	Year 3
1	Callout fee (includes first hour and travel.) Subsequently labour rates will be applicable.	Per hour	R	R	R
2	Labour Rate (24/7/365)	Per hour	R	R	R
3	Polygraph test	Per person	R	R	R
4	Forensic Investigator	Per hour	R	R	R
5	Rental of drone	Per hour	R	R	R
6	Perimeter fence panel option 1: Panel width: 3.305m Panel height: 2.4m Wire diameter: 3.5mm Wire type: Mesh galvanised Coating: Polymetic 6000 Pricing to include panel brackets and galvanised tech screws	each	R	R	R
7	Perimeter fence post option 1: Height: 3.5m (Existing panels to fit in the posts) Steele type: Galvanised Coating: Polymetic 6000	each	R	R	R
8	Perimeter fence brackets option 1: Double bracket: Double bolt comb clamps Single bracket: Single bolt comb clamps	each	R	R	R
9	Perimeter fence panel option 2: Panel width: 3.050m Panel height: 2.4m	each	R	R	R

NO	Products Per Category	Unit Of Measure	Unit Rate including VAT		
	Wire diameter: 3.96mm Horizontal and 5.65 vertical wire Wire type: Zinc alloy Coating: PVC Coated RAL 7021				
10	Perimeter fence post option 2: H - shaped profile post 70mmx 44mm x 1.6mm that allow the panels to fit inside the lip of the post. (IPE) Height: 3200mm HDG	each	R	R	R
11	Perimeter fence anti climb option 2: Anti Climb - Saw tooth top guard bolted to the top of the panel to prevent climbing. Size: 3050mm long Z profile - 40 x 20 x 40 x 2.5mm HDG	each	R	R	R
12	Perimeter fence brackets option 2: Spider brackets with PVC (RAL7021) coating	each	R	R	R
13	Perimeter fence bolts and nuts option 2: Bolt: Cup squares M8 x 40mm Stainless Steel Nuts: Shear nuts M8 Stainless Steel Washers: M8 x 25 x 2mm Stainless Steel	each	R	R	R



SPECIAL CONDITIONS OF CONTRACT

SUPPLY CHAIN MANAGEMENT

ERW2303/10: THE APPOINTMENT OF SUITABLY QUALIFIED, EXPERIENCED AND ACCREDITED SERVICE PROVIDER/S TO PROVIDE A COMPLETE INTEGRATED SECURITY SERVICE PACKAGE INCLUDING REPAIRS AND MAINTENANCE FOR A FIXED TERM PERIOD

CLOSING DATE: WEDNESDAY, 16TH AUGUST 2023 AT 12:00 NOON

VALIDITY PERIOD: 120 DAYS FROM DATE OF CLOSING

SPECIAL CONDITIONS OF CONTRACT

1. ERWATS OBJECTIVES:

The aim of this bid is to increase the service delivery level of the ERWAT to both its internal and external clients. This will be done by way of the following:

- Reduction in the number of quotation requests
- Improved turn-around times for obtaining purchase orders
- More focused approached to the Entity's core functions.

2. CONTRACT PERIOD:

The contract will commence on the last signature date of the Service Level Agreement.

The appointment is for a Maximum period of thirty-six (36) months limited to three (3) financial periods as determined by the Municipal Finance Management Act (MFMA), on an as and when required basis.

The award is subject to a probation period of Twelve (12) months, whereby if your performance is not to the satisfaction of ERWAT, the contract will automatically lapse after the Twelve (12) months' probation. The contract will thus continue after the 12th month performance evaluation session if deemed to be to the satisfaction of ERWAT as indicated in the performance evaluation document.

If the tender is found to be irregular as informed through a formal investigation, internal and or external audit outcome, ERWAT reserves the right to cancel the tender with immediate effect and the bidder will have no claim to this effect whatsoever. The final terms of payment (where applicable) will be negotiated with the bidder at the time for final close out of the contract.

3. CONTRAT PRICE ADJUSTMENTS FOR LONG TERM CONTRACTS RUNNING OVER A ONE YEAR PERIOD (TERM CONTRACTS):

Bidders annual increase will be done in terms of the prices indicated in the pricing schedule for years 1, 2 and 3.



RETUNABLE MUNICIPAL BIDDING DOCUMENTS (MBD)

**CONFIRMATION OF REGISTRATION ON NATIONAL TREASURY CENTRALISED SUPPLIER
DATABASE**

CONFIRMATION OF CSD VENDOR INFORAMTION		
1	VENDOR NAME	
2	CSD APPROVED NUMBER	M _____
3	COMPANY REG NUMBER	
4	COMPANY TAX NUMBER	
5	COMPANY VAT NUMBER	
6	COMPANY BEE LEVEL	
7	CONTACT PERSON	
8	OFFICE TEL. NUMBER	
9	OFFICE FAX NUMBER	
10	E-MAIL ADDRESS	
11	CELL NUMBER	

I, _____ in my capacity as _____ being the authorized signatory, hereby declare that the above information is true and correct.

AUTHORISED SIGNATORY DESIGNATION

NAME AND SURNAME

RESOLUTION DATE: AUTHORISED SIGNATORY APPOINTMENT

SIGNATURE

DATE

AUTHORITY OF SIGNATORY TO SIGN BIDS

The bid shall be signed by a person duly authorised thereto and the following is applicable:

Company: A resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.

Close Corporation: A resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.

Partnership: All the partners shall sign the documents unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the bid.

Joint Venture: Should two or more firms jointly submit a bid, the bid shall be accompanied by the document of establishment of the joint venture, duly registered and authenticated by a notary public or other official deputed to witness sworn statements, which defines the conditions under which the joint venture will function, the period of duration, the persons authorised to represent the Joint Venture and who are obligated thereby, the participation of the several firms forming the joint venture, and well as any other information necessary to permit a full appraisal of its functioning.

One Man Concern: This shall be clearly stated, and all documents shall be signed accordingly.

Details of person responsible for Bid Document process:

Name:

Contact number:

Office address:

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)* _____

Prof./Dr/Mr/Ms _____

has been duly authorized to sign all documents in connection with the Bid Document for Contract Number

_____ and any Contract which may arise there from on

behalf of _____

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE _____

FULL NAMES OF SIGNATORY _____

AS WITNESSES: 1. _____

2. _____

**PRO-FORMA FOR JOINT VENTURES:
Certificate of Authority for Joint Ventures**

We, the undersigned, are submitting this Bid Document 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 Bid Document offer an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

N.B.: THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD SHOULD BE INCLUDED IN THE RETURNABLE DOCUMENTS PACK.

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

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

NAME OF BIDDER: _____

BID ERW2303/10: THE APPOINTMENT OF A SUITABLY QUALIFIED, EXPERIENCED AND ACCREDITED SERVICE PROVIDER/S TO PROVIDE A COMPLETE INTEGRATED SECURITY SERVICE PACKAGE, INLCUDING REPAIRS AND MAINTENANCE FOR ERWAT FOR A FIXED TERM PERIOD

CLOSING DATE: WEDNESDAY, 16TH AUGUST 2023 AT 12:00 NOON

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY	INCLUSIVE OF VAT
----------	-------------	---------------------------	------------------

Kindly refer to the pricing schedule attached to this document.

Required by: _____

At: _____

Brand and Model: _____

Country of Origin: _____

Does the offer comply with the specification(s)? *YES/NO

If not to specification, indicate deviation(s): _____

Period required for delivery: _____
*Delivery: Firm/Not firm

Delivery basis _____

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

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

*Delete if not applicable

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state.
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. A Person who is an advisor or consultant contracted with the municipality.
4. To give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1 Full Name of bidder or his or her representative: _____

4.2 Identity Number:

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

4.3 Position occupied in the Company (director, trustee, shareholder²):

4.4 Company Registration Number: _____

4.5 Tax Reference Number: _____

4.6 VAT Registration Number: _____

4.7 The names of all directors / trustees / shareholder's members, their individual identity numbers and state employee numbers must be indicated in paragraph 5 below.

4.8 Are you presently in the service of the state? **YES / NO**
If so, furnish particulars.

4.9 Have you been in the service of the state for the past twelve months? **YES / NO**
If so, furnish particulars.

4.10 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**
If so, furnish particulars.

4.11 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

If so, furnish particulars.

4.12 Are any of the company's directors, trustees, managers, principal shareholders, or stakeholders in service of the state?

YES / NO

If so, furnish particulars.

4.13 Are any spouse, child or parent of the company's directors, trustees, managers, principal shareholders, or stakeholders in service of the state?

YES / NO

If so, furnish particulars.

4.14 Do you or any of the directors, trustees, managers, principal 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

If so, furnish particulars.

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

1 MSCM Regulations: "in the service of the state" means to be –

- (a) A member of –
 - any municipal council/entity.
 - any provincial legislature; or
 - 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.

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

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

Bidders are required to submit audited financial statements for the past three years for bids where the threshold exceeds R10 million if they are required to prepare annual financial statements for auditing by law.

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 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES/NO**

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

2.2 If yes, provide particulars.

3 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? ***YES/ NO**

3.1 If yes, furnish particulars.

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? ***YES / NO**

** Delete if not applicable*

4.1 If yes, furnish particulars.

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____

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

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

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

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

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

GENERAL CONDITIONS

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

the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
and
the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

The applicable preference point system for this tender is the 90/10 preference point system and shall be awarded for:

- Price; and
- Specific Goals.

To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

DEFINITIONS

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

“price” means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

“Rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

“tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

“The Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where?

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
EME or QSE 51% owned by women	2	
EME or QSE 51% owned by youth	2	
EME or QSE 51% owned by people with disabilities	2	
EME or QSE 51% owned by military veterans	2	
EME or QSE within the boundaries of Ekurhuleni Municipality	2	

The above information will be verified in accordance with the bidders B-BBEE certificate, and or a certificate from the companies and intellectual property commission (CIPC), the department of Military Veterans and or other supporting documents. All supporting evidence must be submitted in order to claim the preferential procurement points claimed. ERWAT reserves the right to verify the information submitted.

In the case of multi-parties (Joint ventures, consortiums, partnerships, etc.), allocation of points will be calculated by adding the individual parties in the JV, etc. ownership % together; divide the total by the number of parties in the respective joint ventures, consortiums, partnerships, etc. The average % will thus be the indicating factor for the number of points to be scored limited to the maximum available points.

e.g. Joint venture:

Party 1 = 51% EME/QSE owned by women

Party 2 = 100% EME/QSE owned by women

= **151%** / 2 parties in the JV = 75% and will score = 4 points

The above principle will apply to points 1, 2, 3 & 4 indicated in Table 1 above.

For point 5: The collective JV agreement's address, or the Lead JV partners' domicile Address will be utilized for scoring of points.

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm: _____

Company registration number: _____

TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- The information furnished is true and correct.
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 4.2, the Service Provider may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - disqualify the person from the tendering process.
 - recover costs, losses or damages it has incurred or suffered because of that person’s conduct.
 - cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
 - recommend that the tenderer or Service Provider, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - forward the matter for criminal prosecution, if deemed necessary.

Company name: _____

Company address: _____

Name& Surname of Representative: _____

Signature Of Bidder: _____

Designation: _____

Date: _____

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited.

It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- abused the company’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system.
- been convicted for fraud or corruption during the past five years.
- willfully neglected, reneged on, or failed to comply with any government, municipal or other public sector contract during the past five years; or
- Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the company / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

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.

Name& Surname of Representative: _____

Signature Of Bidder:

Designation:

Date:

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. Rejects 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. Cancels 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. To give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID ERW2023/10: THE APPOINTMENT OF SUITABLY QUALIFIED, EXPERIENCED AND ACCREDITED SERVICE PROVIDER/S TO PROVIDE A COMPLETE INTEGRATED SECURITY SERVICE PACKAGE INCLUDING REPAIRS AND MAINTENANCE FOR A FIXED TERM PERIOD

in response to the invitation for the bid made by:

EKURHULENI WATER CARE COMPANY (ERWAT)

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

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

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 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 bids 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.

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

POPIA CONSENT FORM

PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013

By signing this referral form:

- a) I/we hereby grant my/our voluntary consent that my/our personal information may be processed, collected, used and disclosed in compliance with the Protection of Personal Information Act, 4 of 2013.
- b) I/we furthermore agree that my/our personal information may be used for the lawful and reasonable purposes in as far as the ERWAT (responsible party) must use my/our information in the performance of its public legal duty.
- c) I/we understand that my/our personal information may be disclosed to a third party in as far as the ERWAT must fulfil its public legal duty.
- d) I/we furthermore understand that there are instances in terms of abovementioned Act where my express consent is not necessary to permit the processing of personal information, which may be related to litigation or when the information is publicly available. Further details are available on the ERWAT website.

Company name: _____

Company address: _____

Name & Surname of Representative: _____

Signature Of Bidder: _____

Designation: _____

Date: _____

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 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 anything 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 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 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 subService Providers) 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 ancillaries 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 in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full 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 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 developed documentation / projects for the municipality/ municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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. Another form of acceptable to the purchaser; or
- b) a cashiers' 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 Service Provider'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 ejected.
- 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 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' 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 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 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 is 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 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand 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, except for any price adjustments authorized or in the purchaser's request for bid validity extension.

18. Variation Orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the Service Provider may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the Service Provider may be approached to reduce the unit price, and such offers may be accepted if there is no escalation in price.

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 contract 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 sub-Service Provider(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;
 - (a) 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 like 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 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. Anti- dumping 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 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 Service Provider 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 Service Provider(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or Service Provider(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 Service Provider(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 Service Provider(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 Service Provider(s) concerned.

CONTRACT FORM: PURCHASE OF GOODS/WORKS

MBD 7.1

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding.

documents to (name of institution) _____

in accordance with the requirements and specifications stipulated in bid number **BID ERW2303/10** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid.
 - Pricing schedule(s).
 - Technical Specification(s).
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022.
 - Declaration of interest.
 - Declaration of bidder's past SCM practices.
 - Certificate of Independent Bid Determination.
 - Special Conditions of Contract.
- (ii) General Conditions of Contract

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. It is noted that this is rates-based tender. The contract is limited to Purchase orders issued within the available budget allocated for such on an as and when required basis.

5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

DATE _____

WITNESSES	
1	_____
2	_____
DATE: _____	

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE ERWAT REPRESENTATIVE)

1. I _____ in my capacity as _____ accept your bid under reference number:

BID ERW2303/10: dated _____ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
	<i>Kindly refer to the pricing schedule*</i>				

**** It is noted that this is rates-based tender. The contract is limited to Purchase orders issued within the available budget allocated for such on an as and when required basis.***

4. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) _____
 CAPACITY _____
 SIGNATURE _____
 NAME OF FIRM _____
 DATE _____

WITNESSES
1. _____
2. _____
DATE: _____



DRAFT SERVICE LEVEL AGREEMENT

Bidders should take note of the attached draft service level agreement that will be concluded upon final confirmation of award. The contract will thus take effect on the date of the last signatory on the Service Level Agreement.

Service Level Agreement (SLA)

Document Owner:	Ekurhuleni Water Care Company (ERWAT)
Service Provider:	XXXXXXXX

Version

Version	Date	Description	Author
1.0	XXXXXX	Service Level Agreement	XXXX

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
Ms. Zimasa Socikwa	Company Secretary		
Mr. Masotla Sebona	Supply Chain Management		
Ms. L Roode	Interim Executive Manager: Operations		
Mr. L.R Mbedzi	Project Manager		
XXXXXXXX	Bidder General Manager/CEO		

SERVICE LEVEL AGREEMENT

MADE AND ENTERED INTO BETWEEN

EKURHULENI WATER CARE COMPANY (ERWAT)

Company registration number: 1992/005753/08

Herein referred to as ERWAT, a Section 21 company. Represented by **Mr. K. Chihota** in his capacity as Interim Managing Director or his duly authorized representative.

(HEREINAFTER REFERRED TO AS “EMPLOYER”)

AND

XXXXXXXXXXXXXXXXXXXXXXXXXX

A Private Company duly registered and incorporated as such under laws of the Republic of South Africa with Registration Number **XXXXXX** under VAT Registration Number: **XXXXXX** herein represented by **XXXXXX** in his capacity as **XXXXXX**, of **XXXXXXXXXX** and duly authorized thereto by virtue of a resolution passed on **XXXXXXXXXX 20 ____** (as attached herewith under **Annexure A**).

(HEREINAFTER REFERRED TO AS “THE SERVICE PROVIDER”)

1. PREAMBLE

WHEREAS ERWAT has awarded Bid Number: **ERW2303/10** to the SERVICE PROVIDER and the SERVICE PROVIDER accepted the bid for the RE: **APPOINTMENT OF A SERVICE PROVIDER/S TO PROVIDE A COMPLETE INTEGRATED SECURITY SERVICES PACKAGE THAT INCLUDES REPAIRS AND MAINTENANCE FOR ERWAT FOR A FIXED TERM PERIOD** as per the Scope of work (Section 2.1 under the Bid and as attached herewith under **Annexure B**) and Bill of Quantities (Section 2.3 under the Bid and as attached herewith under **Annexure C**) included in the said Bid;

AND WHEREAS the SERVICE PROVIDER as part of the terms and conditions of the said Bid warrants the services and administration thereof as stated in the Bid Document and the Bid Proposal and further shall administer the service as per the service levels set out in this Agreement;

AND WHEREAS the SERVICE PROVIDER agrees to enter into this service level Agreement which is an integral part of the Bid Proposal submitted by the SERVICE PROVIDER in respect of Bid no: **ERW2303/10** and which is further subjected to the General Conditions of Contract (GCC, July 2010 attached herewith under **Annexure D**);

AND WHEREAS the parties acknowledge that they are familiar with the contents of the bid, ERWAT’s Bid no: **ERW2303/10** as well as the General Conditions of Contract (GCC, July 2010);

THEREFORE, the parties wish to record in writing the terms and conditions of their agreement relating to the aforementioned and incidental thereto.

2. DEFINITIONS AND INTERPRETATIONS

2.1. DEFINITIONS:

- 2.1.1 “**Agreement or Contract**” – shall mean this Service Level Agreement including the Bid Document, the Service Provider’s proposal (submitted in response to the Bid Document), General Conditions of Contract (GCC, July 2010), Award Letter, the letter of acceptance and all the relevant Annexes as applicable.

- 2.1.2 “Bid Document”** – means the request and description of work called for including the subsequent offer to supply a service to ERWAT at a specified price and in accordance with the specifications contained in the ERWAT description of work and for purposes of the Agreement is also referred to as Terms of Reference and Bid Document under Bid Number: **ERW2303/10**.
- 2.1.3 “Award Letter”** – means the written communication by ERWAT to the SERVICE PROVIDER recording the acceptance by ERWAT of the SERVICE PROVIDER’s Bid, subject to the further terms and conditions to be included in this Agreement.
- 2.1.4 “Service”** – shall mean the : **THE PROVISION OF A COMPLETE INTEGRATED SECURITY SERVICES PACKAGE THAT INCLUDES REPAIRS AND MAINTENANCE FOR ERWAT FOR A FIXED TERM PERIOD** as per the Scope of work (Section 2.1 under as attached herewith under **Annexure B**) and Bill of Quantities (Section 2.3 under the Bid and as attached herewith under **Annexure C**) included in the said Bid;
- 2.1.5 “The parties”** – shall mean **ERWAT** (Employer or Client) and **XXXXXXXXXX** (The SERVICE PROVIDER).
- 2.1.6 “Service Provider”** – shall mean the contracting party named in the Contract Data who is employed by the Employer or Client to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.
- 2.1.7 “Managing Director”** – shall mean ERWAT’s Accounting Officer or his duly authorised representative.
- 2.1.8 “Service Provider’s Representative”** – shall mean the SERVICE PROVIDER or its designated employee, who has been appointed in writing, by the SERVICE PROVIDER, respectively whose responsibility is to ensure that it complies with its contractual obligations under this Agreement and will be communication channel between the parties.
- 2.1.9 “Day”** – shall mean a calendar day.
- 2.1.10 “Appointment date”** – shall mean the date that a written communication of award of the contract by ERWAT was issued to the SERVICE PROVIDER.
- 2.1.11 “Commencement Date”** – shall refer to the date on which the “Purchase Order” is issued to the SERVICE PROVIDER.
- 2.1.12 “Effective date or Start date”** – shall be the date the project site is handed over to the SERVICE PROVIDER.
- 2.1.13 “Site”** – shall mean the land and other places made available by the Employer or Client, for the purposes of the Contract, on, under, over, in or through which the Works are to be carried out.
- 2.1.14 “Contract Price”** – shall mean the price to be paid for the performance of the Services in accordance with the Pricing Data Schedule.
- 2.1.15 “PSIRA Act”** means the Private Security Industry Regulation Act No. 56 of 2001;
- 2.1.16 “PSIRA”** means the Private Security Industry Regulatory Authority;
- 2.1.17 “NBCPSS”** means the National Bargaining Council for Private Security Services;
- 2.1.18 “Guard/s”** means the trained Contractor security personnel of the specified grade who will render the Services to the Company;
- 2.1.19 “FCA”** means the Firearms Control Act, No. 60 of 2000;

2.1.20 “OHS” means the Occupational Health and Safety Act, No. 85 of 1993;

2.1.21 “Applicable Laws” means any and all: (i) laws, statutes, regulations, decisions, rulings, government policies, enactments or instruments (including, without limitation, the OHS, FCA, PSIRA Act, the Compensation for Occupational Injuries and Disease Act No. 130 of 1993, the Basic Conditions of Employment Act No. 75 of 1997, the Employment Equity Act No. 55 of 1998, the Labour Relations Act No. 66 of 1995 and all other national, regional, local or municipal laws, regulations or by-laws of any kind whatsoever), (ii) requirements, regulations or industry practices of any broadcaster, and (iii) codes of practice, policies and decisions of any relevant regulator, which may from time to time be in force in the Republic of South Africa and be relevant to any rights or obligations under this Agreement;

2.2. INTERPRETATION:

2.2.1 In this Agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention.

2.2.2 An expression which denotes –

2.2.2.1 Any gender includes the other genders;

2.2.2.2 a natural person includes an artificial or juristic person and vice versa;

2.2.2.3 The singular includes the plural and vice versa.

2.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date of this Agreement, and as amended or re-enacted from time to time;

2.2.4 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement.

2.2.5 When any number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day which is a business day;

3. CONFIRMATION OF DATES

3.1 In this Agreement, each of the dates and durations specified hereunder shall refer to the days and months respectively allocated to in the following:

3.1.1 “Commencement Date” – shall refer to the date of the last signatory on the Service Level Agreement.

3.1.2 “Start date” – shall refer to the date on which the “Purchase Order” is issued to the SERVICE PROVIDER

4. APPOINTMENT OF THE SERVICE PROVIDER

4.1 ERWAT hereby appoints the SERVICE PROVIDER who, with the signing of this Agreement at the end hereof, accepts such appointment to provide the Services outlined, subject to the terms and conditions set out herein.

4.2 All rights and obligations arising from this Agreement shall be deemed to have come into operation on the Commencement Date.

4.3 Neither the appointment of THE SERVICE PROVIDER in clause 4.1 nor anything in this Agreement shall give rise to or be construed as giving rise to an employer/employee relationship between the parties, nor shall it give rise to a joint venture nor an agreement of partnership between the parties, nor shall it give rise to a labour broking agreement.

4.4 The parties acknowledge that neither of the parties has any authority whatsoever to represent or to bind the other party in any capacity whatsoever. In particular, but without limiting the generality,

neither of the parties shall be entitled to conclude any Agreement or sign any document on behalf of the other party, or in any way bind the other party's performance or discharge of any obligation.

- 4.5 The parties agree that no staff member of ERWAT may be requested or solicited to accept any reward gift or favour, nor may any staff member of ERWAT accept any reward gift or favour, for persuading the municipal council or any structure or functionary of the council with regard to the exercise of any power or the performance of any duty; or to make a representation to the council or any structure or functionary; or to disclose any privileged or confidential information; or to do or not to do anything within that staff member's powers or duties.
- 4.6 The conduct described under sub-clause 4.5 goes to the root of the Agreement and constitutes a breach of this Agreement with the further proviso that any person found guilty of such conduct shall be dealt with in terms of the provisions of South African Law.

5. COMMENCEMENT AND TERM OF THE AGREEMENT

- 5.1 The Agreement shall endure for the entire Period of Performance.
- 5.3 The contract will commence on the last signature date of the Service Level Agreement or as stated otherwise and in writing.
- 5.4 The appointment is for a Maximum period of thirty-six (36) months limited to three (3) financial periods as determined by the Municipal Finance Management Act (MFMA), on an as and when required basis.
- 5.5 The award is subject to a probation period of Twelve (12) months, whereby if your performance is not to the satisfaction of ERWAT, the contract will automatically lapse after the Twelve (12) months' probation. The contract will thus continue after the 12th month performance evaluation session if deemed to be to the satisfaction of ERWAT as indicated in the performance evaluation document.
- 5.6 If the tender is found to be unauthorised, fruitless and wasteful or irregular as informed through a formal investigation, internal and or external audit outcome, the Auditor General, Council, ERWAT Board of Directors or National Treasury, ERWAT reserves the right to cancel the tender with immediate effect and the bidder accepts they will have no claim to this effect. The final terms of payment (where applicable) will be negotiated with the bidder at the time for final close out of the contract.

6. CONTRACT PRICE

- 6.1 The price charged by the SERVICE PROVIDER for Service performed under this Agreement shall be as per the prices quoted by the SERVICE PROVIDER in their Bid Document.
- 6.2 The Bid of the SERVICE PROVIDER was awarded and accepted at the agreed rates as outlined in the bill of quantities (as attached hereto).
- 6.3 The fees/rates charged in this bid, will be firm for a period of twelve (12) months, thereafter a non-negotiable increase will be effected at the anniversary of the contract, for year 2 and year 3, as per the submitted price offer on the pricing and BOQ schedule/sheet, unless the contract is terminated prior.

7. INDEMNIFICATION

- 7.1. Indemnification is applicable to this tender as set out below:

(1) The Contractor hereby agrees to indemnify, hold harmless and defend ERWAT and their officers, employees, agents and representatives, from and against the following liabilities arising as a result of the execution of the work:

(1.1) Any liability with regard to claims by governmental authorities or others for non-compliance by Contractor of any Act of Parliament, law, ordinance, regulation or by-law made by a lawful authority provided that such compliance therewith was required for the execution of the Contract or at Law.

- (1.2) Any liability arising from actual or alleged public or private nuisance arising out of negligent acts or omissions to act of Contractor or its Subcontractors, or of their employees.
- (1.3) Any liability arising from loss or damage to Contractor and/or Subcontractor's equipment and their other property on site.
- (1.4) Any liability arising from claims with regard to the death of/or injury or sickness or disease to Contractor' employees or the death of/or injury or sickness or disease to third parties.
- (1.5) Any liability arising from any loss of/or damage to property belonging to a third party.
- (1.6) Any liability arising from actual or asserted infringement or improper appropriation or use of patents, copyrights, proprietary information or know- how in respect of the work designed by/or under the responsibility of the Contractor.
- (1.7) Any liability arising from the death or injury or loss or damage to property of third parties or ERWAT's property as a result of the negligent acts or omissions of contractors or its subcontractor's employees.
- (1.8) Contractor shall indemnify ERWAT against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

8. SECURITY

8.1. Site Security

- 8.1.1. The SERVICE PROVIDER further undertakes to provide security and safeguarding of equipment and supplies to be used for and during this project.
 - 8.1.1.1. This will be applicable in the event that said equipment and supplies are removed from operation and taken off site for maintenance and/or repairs, and
 - 8.1.1.2. When any activity in relation to this contract is undertaken outside the area and/or perimeter covered by ERWAT security arrangement.
 - 8.1.1.3. Therefore, ERWAT will not be liable for any damages or losses resulting from the omission of the aforementioned precaution.

9. TERMS OF REFERENCE AND BID DOCUMENTS

- 9.1 Where possible the stipulations in the Terms of Reference and Bid Document must be interpreted in such a way that it is not in conflict with this Agreement. However, where any terms, conditions, prescription or guidelines in the Terms of Reference are in direct conflict with this Service Level Agreement and cannot be given a meaning or meanings that are not in conflict with the Agreement, and cannot be reconciled with it, then the Service Level Agreement shall prevail, and where the Service level agreement and Bid document is silent the General Conditions of Contract (GCC, July 2010) shall prevail.

10. PAYMENTS

Payments will be effected within 30 days from receipt of a valid Invoice/Tax Invoice and Statement. All invoices/tax invoices and statements must comply with the **VAT Act No 89 of 1991** before payment can be effected.

Payment will be made on all deliveries and services which were authorised through Purchase Orders and confirmation of such services being fulfilled to ERWAT's satisfaction,

11. GENERAL REQUIREMENTS

- 11.1. Submit valid Police Clearance Certificate for all employees within the first three months after appointment, contracts of those who failed to obtain such certificate shall automatically be terminated.
- 11.2. The supply of physical security and armed response services to optimally protect ERWAT's property and staff, visitors, and Contractors against any illegal activities.

- 11.3. Bidders MUST have the capacity to deploy special and/or Riot response services as and when required, these services may be required at any given time from the inception of this agreement and as such, they must be readily available.
- 11.4. Bidders MUST also have the capacity to deploy the services of the Security Patrol Dogs at identified sites.
- 11.5. Bidders must have the capacity to deploy and operate the drones as and when required.
- 11.6. Bidders must have the capacity and resources to conduct the forensic investigation as and when required.
- 11.7. Bidders must have the capacity and resource to conduct the polygraph evaluations as and when required.
- 11.8. Bidders should comply with the South African Intruder Detection Services Association (SAIDSA) By-Law 1 and SAIDSA By-Law 3 (if registered with the body) and submit a certified copy of SAIDSA By-Law 1 & 3 certificates.
- 11.9. Submit proof of vehicles ownership or rental agreement for Armed Response.
- 11.10. No work shall be undertaken without an official order or written confirmation via e-mail in case of an emergency from the designated ERWAT representative.
- 11.11. No equipment may be removed from site without written permission from the relevant and authorised personnel.
- 11.12. The installation of any equipment, new, repaired or refurbished shall include the putting back into operation, testing, special testing (if required) and adjustments on the equipment.
- 11.13. A project and quality control plan will be required for any repairs, refurbishing and installation of equipment.
- 11.14. In cases whereby the services of subcontractors are utilised, the service provider shall ensure that the repairs and or installation have been performed as per the OEM's recommendation. The supplier shall remain accountable for the repairs and or installation of the equipment for the duration of the WARRANTY.
- 11.15. All the required tools, consumables, testing facilities, and other requirements to perform the work as per the Contract shall be provided by the service provider.
- 11.16. ERWAT reserves the right to hold service provider responsible for any equipment that will be damaged due to supplier's negligence or poor workmanship.
- 11.17. The service provider shall be responsible for gathering any information regarding the maintenance servicing and repairs of equipment if the information is not available from ERWAT. This information must be shared with ERWAT in an electronic and hardcopy format.
- 11.18. Only genuine parts from suppliers will be accepted, except in the event that the relevant supplier confirms in writing that these are approved parts or components.
- 11.19. If no parts are available, the supplier must submit a detailed written report that includes a costed proposal to address the requirement.
- 11.20. All consumables will be included where required.
- 11.21. The Service provider is expected to avail him/herself 24 Hours a day seven days a week, including Holidays for callouts in terms of emergency work required.

11.22. ALL new work and newly supplied parts shall carry a MINIMUM twelve (12) months WARRANTY from date of acceptance by the ERWAT representative.

12. SPECIAL TERMS AND CONDITIONS OF THE PROJECT

- 12.1. If the service provider is given an order to supply ERWAT with any service and/or product/s, ERWAT reserves the right to have free access to the manufacturing premises in order to perform investigation tests, inspect the product, processes and materials used. Where the service provider is a third party (i.e. is an agent of the manufacturer), ERWAT reserves the right to inspect their warehousing of the material.
- 12.2. If such an inspection reveals unsatisfactory conditions, ERWAT shall temporarily stop further delivery, and if the unsatisfactory conditions cannot be resolved, ERWAT will take steps to terminate the contract. Any additional work that needs to be done to bring the product to the required standard will be for the supplier's account.
- 12.3. Service provider should also provide environmentally friendly solutions, preferably in compliance, occupational health and safety act and all other legislative provisions.
- 14.5. The following legislative provisions (but not limited to) must be adhered to throughout the contract period. These requirements will be applicable on items to be supplied and the will form part of the service level agreement and is not part of the evaluation criteria.

15. RESPONSE TIME

- 15.1. Standard order turn-around time shall not exceed 48 hours from placing an order unless agreed otherwise based on different and compelling circumstances.

16. PENALTIES

- 16.1. Clause 22 "Penalties" of the General Conditions of Contract (GCC, July 2010), refers and will be applicable to this Agreement and read in its entirety.
- 16.2. (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
- 16.3. The service provider shall also agree to the following special penalties schedule which will form part of this agreement, and with effect from the Effective Date of the contract, unless agreed otherwise on certain aspects of the performance;
1. **R 100.00** Late posting of Guards. This penalty will be enforced in respect of any Guard posted 60 minutes later than the start of any shift.
 2. **R 1000.00** Short posting of Guards (Guard does not arrive at all during his/her shift and the premises is posted short for a shift).
 3. **R 750.00** For sleeping on duty or being under influence of alcohol. In addition, such Guard will no longer be allowed to render services to the Company and must be promptly replaced by another Guard.
 4. **R 200.00** Per instance for access control duties not performed as per agreement.
 1. **R 150.00** Per instance for building and perimeter fence inspection duties not performed as per agreement.
 2. **R 500.00** Per instance for failure to comply to sign-out (asset pass out) Employer's equipment as per SLA and site instructions.
 3. **R 500.00** Per instance if a foreign national without the proper work permit is found on any ERWAT site the Service Provider is responsible for.
 4. **R 800.00** Per desertion of entrance/access gate post by a Guard.

5. **R 1000.00** Per posting of an unarmed Guard where an armed Guard is required.
6. **R 100.00** For incorrect uniform being worn at any site.
7. **R 100.00** Per instance for not having PSIRA card or Company identification card on hand.
8. **R 1000.00** Per incident of non-attendance at an acknowledged scheduled meeting with the Company.
9. **R 1500.00** Per failure to report an incident within 24 hours.
10. **R 200.00** per failure to maintain an occurrence book, and/or a register.
11. **R 3000.00** for any Guards being involved in any crimes on site of the Company - it should be proven through investigation that Guards were involved.
12. **R 2000.00** per shot fired per incident of negligent discharge of a firearm. In addition, the Service Provider will be liable for the repair and/or replacement of the item/s damaged during such negligent discharge of a firearm and must immediately notify the South African Police Service of such negligent discharge of a firearm in accordance with the Firearm Control Act.
13. Should any theft or damage to Company assets occur due to proven negligence on the part of the Service Provider, the Service Provider will be liable for the full cost of repair and/or replacement of such equipment.

17. **PERFORMANCE MANAGEMENT SYSTEM**

- 17.1. The Performance management system will be implemented in terms of section 3.6 of the bid document.
- 17.2. The SERVICE PROVIDER shall be subjected to a performance evaluation, conducted on a quarterly basis.
- 17.3. An example of a performance evaluation form is contained in **Annexure E**.

18. **SITE LOCATION AND WORKING HOURS**

- 18.1. The services shall be rendered at all ERWAT sites and also as dictated by the special requirements, outside of the sites.
- 18.2. The working hours for Security Guards/Officers on all sites will be as follows: the SERVICE PROVIDER will be required render security services in two shifts, as follows, unless indicated otherwise; **from 06h00 to 18h00 (“Dayshift”), From 18h00 to 06h00 (“Nightshift”)**, every day of the week including weekends and public holidays.
- 18.3. The working hours for technical security, which includes repairs and maintenance of security infrastructure will largely be on an as-and-when and need basis.

19. **DAMAGE TO EXISTING**

- 19.1. The SERVICE PROVIDER shall be liable to pay for any damages emanating from the activities of their on-site teams including those of the sub-contractors. Hence, precaution must be taken when performing works at ERWAT.
- 19.2. Any damage to an existing service must be reported to ERWAT immediately and reasons and circumstances for the damage must be submitted in writing.
- 19.3. The arrangement to have the damage repaired must immediately be implemented. The damages to be repaired within a day, should this be not possible, at least a mitigation plan must be implemented as a temporary measure until the damages can be permanently resolved. Damages that occur, which is not the SERVICE PROVIDERS fault, must be motivated by the SERVICE PROVIDER for a ruling by ERWAT.

20. **DOMICILE AND NOTICES**

- 20.1. The parties choose their domicile for all purposes relating to this Agreement, including the giving of any notice, the payment of any sum and the serving any process, as follows:

20.1.1. EKURHULENI WATER CARE COMPANY

Physical: - Hartebeestfontein Office Park
R25 (Bronkhorstspruit/Bapsfontein)
Kempton Park
Postal: - PO. Box 13106
Norkem Park
1631
Fax: - (011) 927 7031
Email Address: - mail@erwat.co.za

20.1.2. THE SERVICE PROVIDER

Physical:
Tel no -
Email Address:

- 20.2. Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or "remainder post") within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.
- 20.3. Any notice given or any payment made by any party to any other ("addressee") which is;
- 20.3.1. Delivered by hand between the hours of 08:00 and 16:30 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;
- 20.3.2. Posted by registered post to the addressee's postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.
- 20.3.3. Any notice given by any party to any other which is sent by facsimile to the addressee's facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.
- 20.4. This domicile clause shall not operate so as to invalidate the giving or receipt of any notice, which is actually received by the addressee other than by a method referred to in this clause.
- 20.5. Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

21. LIMITATION OF LIABILITY

- 21.1. Clause 28 "Limit of Liability" of the General Conditions of Contract (GCC, July 2010), refers and will be applicable to this Agreement and read in its entirety.

22. CONFIDENTIALITY

- 22.1. It is recorded that the SERVICE PROVIDER, by virtue of his/her association with ERWAT, will become in possession of and will have access to confidential information belonging to ERWAT including, but without limiting the generality of the foregoing, the following matters:
- 22.2. The contractual and financial arrangements between ERWAT and other bidders;
- 22.2.1. ERWAT's financial matters;
- 22.2.2. All other matters, which relate to ERWAT's business and in respect of which information is not readily available in the ordinary course of business to a competitor.
- 22.3. Having regard to the facts recorded above, the SERVICE PROVIDER undertakes that in order to protect the proprietary interest of ERWAT in the confidential information-

- 22.3.1. They will not, during the contract period or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required by their Contract with ERWAT or as may be required to comply with any law or to enforce service provider's rights in terms of this Contract;
- 22.3.2. Any written or other Instructions, Drawings, Notes, Memoranda or Records which are made available to them or which come into their possession by any means whatsoever shall be deemed to be the property of ERWAT. Such property of ERWAT shall be surrendered to ERWAT on demand and in any event on the termination date of this Agreement and the SERVICE PROVIDER shall not retain any copies thereof or extracts there from.

23. PUBLICITY

- 23.1. None of the parties shall issue any public document or make any press release relating to or arising out of this Agreement or its subject matter without obtaining the prior written approval of all other parties to this Agreement, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

24. CESSION OF RIGHTS

- 24.1. Save as otherwise expressly stipulated in this Agreement, this Agreement is personal to the parties;
- 24.2. No party may cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

25. WAIVER OF RIGHTS

- 25.1. No party's partial exercise of, or failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this Agreement shall be construed as a waiver by that party.
- 25.2. Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this Agreement, unless such party has expressly waived or otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such period of delay) in terms of a written document signed by such party.
- 25.3. In the event of a party having concluded such a written document, it shall be strictly construed to form an integral part of this Agreement.

26. AMENDMENT OR VARIATION OF THIS AGREEMENT

- 26.1. Any amendments or variations to this agreement will be reduced to writing and signed off by both parties.

27. ENTIRE AGREEMENT

This service level agreement constitutes the entire Agreement between the parties and replaces all previous representations, arrangements, discussion and agreements between the parties.

SIGNED at _____ on this _____ day of _____ 2023.

AS WITNESSES:

- 1. _____
Duly authorised for and on behalf of
EKURHULENI WATER CARE COMPANY
- 2. _____

SIGNED at _____ on this _____ day of _____

AS WITNESSES:

- 1. _____
Duly authorised for and on behalf of
XXXXXXXXXXXXXX
- 2. _____

ANNEXURE "A"

A1. AUTHORITY OF SIGNATORY

B2. SCOPE OF WORKS

8. INTRODUCTION

This specification is for the appointment of suitably qualified, experienced and accredited provision of physical security guarding and technical security services relating to Security Control Room, physical guarding, intruder alarm monitoring, armed response, riot support services, VIP escort, forensic investigations, polygraph testing, drones monitoring, as well as installations, repairs and maintenance of all security infrastructure at ERWAT's Head Office and all Water Care Works, Ponds and pump stations on an as and when required basis.

9. BACKGROUND

ERWAT owns a total of 19 Water Care Works and various other properties and assets where it conducts its business; these properties and operations activities are exposed to various security risks. The physical security services' scope of work aims to address and manage the security risk aspect facing the business to ensure the continuity of the business operational activities with minimum disruptions. It is against this background that the company seek to employ the services of Control Room Operators at its Control Room at Head Quarters and supply of security guarding, alarm monitoring and armed response, drones monitoring, polygraph testing, forensic investigations services as well as the installations, repairs and maintenance of all security infrastructure at ERWAT's Head Quarters, various Water Care Works, Ponds and Pump stations.

The company owns the following security infrastructure and equipment amongst others, which are all covered by the terms of this scope; Electric Fence, Gate Motors, Electronic Boom Gates, Access Control System, Intruder Alarm Systems and Surveillance System, which are extremely critical in the safety and security of ERWAT's assets and therefore, its availability and reliability is critical at all times.

The ERWAT security team will be working closely with the appointed Bidder/s throughout the life of the contract on the agreed terms.

10. SCOPE OF WORK

10.1. PHYSICAL SECURITY SERVICES

THE SECURITY SERVICE PROVIDER'S DUTIES AND OBLIGATIONS

The Security Service Provider:

- Must provide the minimum dedicated number of Guards at the premises set out by the employer, to render the Services to the Company. The Guards for each Premises must possess the required grade in terms of Private Security Regulatory Authority (PSIRA), as per requirement.
- Will comply with and shall ensure that the Guards comply with all Applicable Laws.

- Shall provide each site with the base radio, hand-held radios and other equipment specified required, for the premises where such Guards will be rendering the services.
- Will ensure that all the Guards are well groomed and always wear their Contractor-branded correct uniforms with Contractor logo, whilst on duty.
- Will ensure that the Guards maintain perfect discipline and sober behaviour and that they shall not in any manner cause any unwarranted interference, annoyance or nuisance to the management of the Company or its business, Officers, employees, contractors or visitors.
- Will facilitate reciprocal business between itself and the Company by ensuring that, as a minimum requirement, at least all its personnel rendering services are equipped with ERWAT communication mediums, at its cost.
- Will ensure that the Guards render the services in two shifts per day, as follows unless indicated otherwise: **From 06h00 to 18h00 (“Dayshift”), From 18h00 to 06h00 (“Nightshift”).**
- Must ensure that no Guard desert their posts, prior to being relieved from such post by a replacement Guard.
- Must ensure that all Guards who are issued with firearms on sites carry loaded firearms whilst on Company Premises to protect ERWAT ‘sites and that they have correct and required training to handle and use the firearms as per the requirement of applicable laws.
- Agrees and undertakes that the security services provided by the Guards shall be to the complete satisfaction of the Company and the Contractor will make it clear to the Guards that they are employees of the Contractor, and they shall have no claims against the Company and the Company shall not be liable for wages, salary, compensation and any statutory benefits due to the Security Guards under any Applicable Laws.
- Attend monthly operations meetings with the Company’ Security Coordinators at each Drainage District; and
- Attend monthly meetings with the Company’s Security Manager and Security Supervisors/Coordinators.
- Shall provide the Company with environmental scanning, intelligence gathering and an experienced and skilled investigative team, as and when required.
- Shall provide the Company with intelligence gathering trend analysis and proactive reactions to imminent risks.
- Shall provide the company with risk assessments report on the monthly basis.
- Will convene regular (at least monthly) debriefing meetings with the Company to discuss trends, threats, forecasts and best practice development.
- Will ensure that the Company has access to the Contractor’s 24 (twenty-four) hour, 7 (seven) days per week dedicated centralised Control Room facilities.
- Will ensure that there is always no congestion in its communication facilities especially during emergency operations.
- Provide the Company with a dedicated Operations Manager as a contact person who will liaise with the Company on all operational issues.
- Provide the Company with the contact information of its afterhours Contact Centre or personnel who will be able to assist the Company after business hours.
- Ensure that all Duty Managers have good working condition cellular handsets which can be utilised as and when required.
- Ensure that the Duty Manager / Supervisor conducts a minimum of 2 (two) Dayshift and 2 (two) Nightshift parades per week, wherein the Duty Manager / Supervisor shall brief the Guards of all relevant information.
- Ensure that the Duty Manager immediately informs the ERWAT Security Management of any security issues relating to Company employees’ immediate safety risks.
- Immediately report to the ERWAT Security Management any incidents, irregularities and/or any situations at any premises which the company ought to be made aware of.
- Ensure that all Guards have all the necessary equipment required to fulfil their responsibilities while on duty.
- **Will ensure that it has comprehensive Business Continuity Management (BCM) planning which addresses the replication of required Control Room activities to ERWAT Control Room.**

- Will utilise electronic GPS-based off-site monitoring of all teams deployed in each of the Premises with trends captured on its management information system (“MIS”) and trends which will be analysed for the purpose of best practice and preventative action development.

CONTROL ROOM MONITORING SERVICES

In rendering the Control Room Monitoring Services, the Service Provider shall:

- Provide 24-hour that dedicated personnel will be monitoring ERWAT sites on this contract.
- Provide 24-hour monitoring of alarms and guards patrol systems at all ERWAT sites.
- Provide the alarm reports to ERWAT Security Management on weekly basis.
- Provide daily guard patrol exception report.
- Provide statements and reports when required for investigations.

GUARDING SERVICES

In rendering the Guarding Services, the Service Provider:

- Shall ensure that the guards perform their duties as per the job description and site instruction which will be provided to the appointed bidder upon appointment.

ARMED RESPONSE / SUPERVISORS RESPONSIBILITIES

In rendering the Armed Response Services, the Service Provider.

- Shall ensure that the arm response to perform their duties as per the job description and site instruction which will be provided to the appointed bidder upon appointment.

Equipment

Minimum requirements for Specialized Armed Response units:

- Vehicle Branding of the Service Provider’s branding.
- LED Roof Lights
- Vehicle tracking monitored by Off-site Control Room
- Bullet Resistant Vests
- In-Car Radio
- Digital Camera for incidents
- Long range Flashlight/Torch
- 9mm Firearm

10.2. TECHNICAL SECURITY – INSTALLATION, REPAIRS AND MAINTENANCE OF INFRASTRUCTURE AND EQUIPMENT

10.2.1. Bidders will be required to render the following services, but not limited to:

- Develop and implement maintenance plans as agreed in the service level agreement.
- Monthly once off inspection and maintenance as per set and agreed plans.
- Removal/collection and transport of equipment to and from the respective sites.
- Strip and quote based on the bill of quantities.
- On receipt of official order, the bidder will continue with repairs.
- Installation and commissioning of infrastructure where required.
- Bidders will be required to keep an Asset Job Card for each unit containing details such as date, nature of work conducted, list of parts replaced, value and guarantee period. This Asset Job Card will be submitted with a quote and invoice to the employer.
- Bidder/s will be required to inform the employer during any stage of this contract on the status quo of the unit relating to cost effectiveness for repairs vs replacement purposes.

- Bidder/s to ensure minimum stand-time during operation of this contract.
- Bidder/s must be able to carry out maintenance of electric fence.
- Bidder/s must be able to carry out all necessary maintenance of the Gate Motors as well as the Automated Boom Gates and grippa spike barriers.
- Bidder/s must have the capability to carry out maintenance of the electronic Access Control system, including Biometrics as well as the software.
- Bidder/s must have the capability to carry out maintenance of the Intruder Alarm system.
- Bidder must also meet the necessary industry registrations, i.e. PSIRA registration as prescribed by the Private Security Industry Regulation Act 2001, (Act No. 56 of 2001);
- In cases where the services of Sub-Contractors are utilized, the Contractor shall ensure that the repairs are performed as per the agreement with ERWAT, and the Contractor shall remain accountable for the repairs and/or installation of the equipment for the duration of the WARRANTY.
- The Contractor shall always comply with ERWAT's Safety Procedures and requirements before any work commences.

10.2.2. Types of Infrastructure/Equipment

Please note that ERWAT has a variety of security infrastructure and/or equipment but not limited to the following:

- Industrial Heavy Duty Gate Motors
- Electric Fence
- Electric Fence Monitoring Systems
- Electric Fence Energizers
- Automated Access Control Boom Gates and grippa barriers
- Perimeter fences (**Invisible Wall/Mash Wire and Concrete Palisade**)
- Automated Fence Monitoring System
- Building Intruder Alarm systems
 - Keypads
 - Panels
 - Door Contacts
 - Sirens (Horns)
 - Infrared Sensors/Detectors
 - Cabling etc.
- CCTV Surveillance System – hardware and software.
 - IP Cameras – some with built-in audio,
 - PTZ Cameras,
 - NVRs,
 - PCKs,
 - Monitors,
 - Switches
 - Cabling etc.
- Access Control System – hardware and software:
 - Maglocks,
 - TT Controllers,
 - Card Readers,
 - Biometric Readers,
 - SWITCHES,
 - Power Supplies,
 - Emergency Break Glasses,
 - Cabling etc.
 - Nanos

10.2.3. Repairs (As and When required)

The service to be rendered by the supplier/s shall be for the general maintenance and repairs to the security infrastructure and/or equipment that includes the following:

- f) The Contractor shall be contracted to ERWAT to conduct maintenance and repairs on all the Security Equipment. Response times are as stipulated in the SLA, in instances where repairs turnaround time is expected to exceed a forty-eight (48) working hours, the Contractor shall supply, install, and commission the rental unit for the duration of the repairs, at his/her account. NB: **This will be applicable to all security infrastructure.**
- g) It shall be expected of the Contractor that she/he will evaluate the condition of the equipment and based on that evaluation, decide on which spares she/he will keep as strategic spares, as to minimize the rental period. This will be at the Contract's own account.
- h) The repairs shall include the collection of the equipment from the sites, delivery of the equipment to the same after the repairs and six (6) calendar months guarantee on the repairs from date of installation and twelve (12) calendar months on replaced parts and/or equipment.
- i) All the works; maintenance, repairs and any new installations shall be executed in accordance with the industry best standards.
- j) The Contractor shall include the call-out fee on his/her pricing – this pricing should include the work done outside normal working hours.

10.2.4. Maintenance (As and When required)

Execution of Planned, Corrective and Preventative Maintenance with the specific requirement as detailed below:

- (e) Provision of trained personnel as is reasonably necessary to maintain and repair the Security Equipment and provide the services set out in this Agreement.
- (f) Managing and maintaining the Equipment in accordance with the agreed and approved Plan.
- (g) Planning and managing on-site maintenance activities, including:
 - (vii) Assuring that the Project is run in accordance with this Agreement and in a safe, reliable, efficient, and prudent manner.
 - (viii) The Contractor will identify required items, cost, and quantity and need date. The cost of any item or service shall be reimbursed by ERWAT in accordance with this Agreement.
 - (ix) Keeping under control the unavailability, both planned and unplanned, by using detailed and integrated plans and schedules, and resource management.
 - (x) Maintaining a log of all outages, both pre-planned and unplanned.
 - (xi) The Contractor shall promptly notify ERWAT in writing of any capital improvements that the Contractor believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements as well as the costs associated.
 - (xii) Performing routine surveillance of all Equipment and accordingly communicate the findings with the ERWAT 'Security Department.
- (h) Execution or oversight of routine Preventive Maintenance ("PM") activities including, but not limited to:
 - (i) Cleaning of CCTV Camera Lenses
 - (ii) Lubrication Checks and greasing of gearboxes etc
 - (iii) Visual Inspections
 - (iv) Testing and installations

All equipment and materials shall be serviced and repaired strictly in accordance with the Manufacturers' specifications, instructions, and codes of good practice.

All materials, parts and equipment supplied and installed for repairs shall be new, of high quality, designed and manufactured to the relevant specifications, suitable for providing efficient, reliable, and trouble-free service.

Only original manufactures spares shall be acceptable.

All work shall be executed by qualified Technician and at the highest quality possible.

The contractor shall submit a detailed list of the equipment, parts, and material to be used to ERWAT for approval before placing orders or commencing with repairs.

The contractor shall comply with and ensure that all safety regulations and measures are applied and enforced during the maintenance, servicing, and repair work to ensure safety.

Call-out does not give an automatic go-ahead for the service provider to proceed with the repairs; ERWAT representative will first verify the scope of work to be done and satisfy himself/herself and then give approval thereof – through the issuance of the Purchase Order (PO).

- ERWAT reserves the right to hold contractor responsible for any equipment in the event of damage due to Contractor's negligence or poor workmanship.
- All repair work shall only be performed upon receipt of an official Order Number or written instruction from the ERWAT's Security Manager or his appointed delegate.
- Invoices on repairs shall be authorized for payment only when accompanied by the following documents:

d) Cause of Failure Report, which include guarantee (where applicable)

e) Delivery note

f) Warranty Certificate (where applicable)

- The contractor is expected to avail him/herself 24-hours a day, including Public Holidays and Weekends.
- Quoted prices shall be FIXED and FIRM for the first twelve months of the Contract and thereafter subject to CPI average as issued by the Reserve Bank of South Africa on the anniversary of the contract.
- The tenderer shall take full responsibility, guard and care of any equipment taken/kept to their workshop from ERWAT's premises.
- Any stolen or damaged equipment of ERWAT shall be recovered at Contractor expense.

Status Quo on name branded units currently on sites.

- Bidders must take note of all the equipment currently installed on all the sites as stipulated in the bill of quantities (BOQ)
- Where units of same brand cannot be repaired due to replacements of units by ERWAT, bidder/s will be required to submit a quote for the repairs on the new unit.

11. REPORTS

The Service Provider will promptly provide the following to ERWAT:

- A monthly report on incidents, security infrastructure status and security concerns to Company Security management on the first working day of each month.
- Daily verbal updates on incidents at each premises to the company Security Manager/Coordinator at such premises.
- Proactive notifications of problems or issues at each premises to the company Security Manager/Supervisor for such premises within 24 (twenty-four) hours.

- Written incident reports within 24 (twenty-four) hours of an incident to the company Security Manager, with sufficient details as required by company, and notified to the Contractor from time to time in writing; and
- Complete security infrastructure reports daily with the details required by the company, and notified to the Contractor from time to time, in writing.

ANNEXURE "D"

D1. GENERAL CONDITIONS OF CONTRACT, JULY 2010

ANNEXURE "E"

E1. PERFORMANCE MANAGEMENT SYSTEM

ANNEXURE "F"

F1. COMMUNICATION AND MANAGEMENT PERSONNEL

The following personnel will be responsible for the execution of the contract hence all communication must be directed to them:

Please provide contact Person:

Ronald Mbedzi – 011 929 7097 – ronald.mbedzi@erwat.co.za

Vuyelwa Menzi – 011 929 7084 – vuyelwa.menzi@erwat.co.za

Andries Ras – 011 929 7154 – andries.ras@erwat.co.za

Thomas Mabasa – 011 929 7000 – thomas.mabasa@erwat.co.za

Matthews Masooa – 011 929 7000 - matthews.masooa@erwat.co.za

(011) 929-7000 (ERWAT Operations – Security and Loss Control)



DRAFT PERFORMANCE EVALUATION MANAGEMENT

The Municipal Finance Management Act (No. 56 of 2003) Section 116 (2) (d) determines that a Municipality must enter into a Performance Management System (PMS) with all service providers.

A PMS will be concluded with the appointed bidder and the costing for this project will run during the 2023/2024, 2024/2025 and 2025/2026 financial budget years.

The following document is a draft of the performance evaluation that will be conducted with the awarded bidders on a regular basis as determined in the Service Level Agreement. The final performance evaluation document will be finalised at SLA stage and signed together with the SLA.

The Security Department will monitor performance monthly at scheduled meetings with the service provider where minutes of progress, activities, challenges, risks encountered, and planned work will be recorded. Evaluation will be based on progress, outputs, targets on key deliverables and compliance to the reporting timelines as specified. The draft Performance Evaluation Document is attached to this document for ease of reference and will be finalised at signing of the service level agreement.

DRAFT PERFORMANCE MANAGEMENT SYSTEM

EXTERNAL SERVICE PROVIDERS

(in terms of Section 116 of the Municipal Finance Management Act, Act 56 of 2003)

CONTRACT NUMBER AND DESCRIPTION	ERW2303/10: THE APPOINTMENT OF SUITABLY QUALIFIED, EXPERIENCED AND ACCREDITED SERVICE PROVIDER/S TO PROVIDE A COMPLETE INTEGRATED SECURITY SERVICE PACKAGE INCLUDING REPAIRS AND MAINTENANCE TO ERWAT FOR A FIXED TERM PERIOD		
SUCCESSFUL BIDDER	XXX		
PROCESS OF PROCUREMENT	Open tender process		
TERM OF CONTRACT	01/01/2024 TO 30/06/2026 (TBC)		
RESPONSIBLE PERSON FOR ASSESSMENT & COMPLETION OF PERFORMANCE REPORT	EXECUTIVE MANAGER: (DEPARTMENT)		
	PROJECT MANAGER		
TARGET DATE FOR ASSESSMENT OF PERFORMANCE, e.g, Monthly/Quarterly/Annually	MONTHLY	PERIOD OF REVIEW	

KEY PERFORMANCE AREA	KEY PERFORMANCE INDICATOR	RESPONSIBLE PERSON & TARGET DATE	COMPLIANCE & DATE	DEVIATIONS, IF ANY, PROVIDE REASONS	AGREED RECTIFICATION MEASURES TO COMPLY
A. OPERATIONAL KPIs (TO BE COMPLETED BY RELEVANT DEPARTMENT IN LINE WITH SCOPE OF WORKS)					
Security Guarding	Deploy full complement of Guards for all shifts as per SLA. Conduct hourly site patrols on each shift – at least 10/shift.				
Monthly preventative site visits	Visit WCW test security equipment and ensure functionality.				
Incident Investigations	Timeously and thoroughly investigate all reported & suspected incidents. Produce and send. Investigation reports within 72 hours.				

Provide monthly preventative maintenance reports	Compile monthly report after site visits were conducted				
Crime prevention	Conduct risk assessments and analysis each month – report to be sent monthly.				
Submit quotations after monthly inspections were conducted	Submit quotations after visits in line with preventative monthly report				
Armed Response	Respond to all calls within 40 minutes.				
Complete approved work after PO was received	Upon receiving the PO ensure that work is completed timeously				
Submit project plan	Project plan to be submitted in work that needs to be done				
Issue completion certificates	On completion of work completion certificates needs to be submit for sign off by Security Coordinators				
Warranty period on completed work	12-month warranty to be handed on all completed work with new equipment				

B. COMMERCIAL KPI (TO BE COMPLETED BY SCM - ANNUALLY)					
1. Completion and submission of Vendor Registration documents	Submission of updated documents for Capturing of Vendor on Solar with updated documents	Service Provider Annually SCM Contracts to upload new service provider on Solar and verify info annually for contract period			
2. Certified copies of mandatory documents	<p>Verification of the following mandatory documents in the original tender document submitted:</p> <ol style="list-style-type: none"> 1. Certified copy of company registration 2. Certified copy of Proof of Ownership 3. Proof of bank details (Bank statement or cancelled cheque) 4. Valid Income Tax for the owner of the business 5. Original Tax Clearance Certificate for the owner of the business 6. PAYE if staff are employed. 7. VAT Registration (as per SARS annual tum-over value), if registered for VAT 8. UIF Certificate if staff are employed. 9. Workman 's compensation if staff are employed. 10. Security Officer's Board - if applicable - security industry 11. Certified proof of disability - if owner is disabled. 12. Clear certified copy of owners Identity Document 13. Document stamped and signed by Commissioner of Oath 14. The Declaration of Interest Form completed and signed in full 15. CSD registration document (full and audit reports) 	Service Provider in collaboration with Contract management section upon award and annually thereafter for the remainder of the contract term			

3. Submission of Invoices	<p>The Original Tax Invoices submitted for payment reflects the following information:</p> <ul style="list-style-type: none"> - On company letterhead - Business street/physical address - Business telephone and fax number/e-mail address - Quotation/Purchase Order reference number - Company VAT Registration Number (if applicable) - ERWAT VAT Registration Number: 4870136530 - Tax Reference Number - Company Registration Number 	Service Provider Monthly			
4. Indemnity Clause	Indemnification of ERWAT of any in- juries or losses that may occur during the execution of work	Service Provider Annually			
5. Occupational Health & Safety Act	Compliance to Occupational Health & Safety Act always. OHS Officer to sign off on documents in tender document and Safety file where required	Service Provider Ongoing & OHS Officer			
6. Training of staff and or skills transfer	Xx	Service Provider Ongoing			
7. Special conditions of contract: E.g. delivery period, response time, frequency of services, etc.	Xx	Service Provider Ongoing			

ACCEPTED AND AGREED UPON ON BEHALF OF SERVICE PROVIDER:

_____/_____/2023
NAME AND SURNAME SIGNATURE DATE
DELEGATED AUTHORISED PERSON

ACCEPTED AND AGREED UPON ON BEHALF OF ERWAT:

_____/_____/2023
NAME AND SURNAME SIGNATURE DATE
PROJECT MANAGER/SUPERVISOR:

_____/_____/2023
NAME AND SURNAME: SIGNATURE DATE
EXECUTIVE MANAGER:
SECURITY LOSS CONTROL

FOR OFFICIAL (SCM) USE ONLY:

COMPLIANCE VERIFIED: SCM CONTRACT MANAGEMENT OFFICER

PERFORMANCE VERIFIED AND SIGNED BY ALL PARTIES:
SCM SPECIALIST: CONTRACTS MANAGEMENT

NAME AND SURNAME: MS HESTER VAN ZYL

NAME AND SURNAME: MR MASOTLA SEBONA

SIGNATURE: _____

SIGNATURE: _____

DATE: ____/____/2023

DATE: ____/____/2023