



EXCELLENCE IN WATER CARE

BID DOCUMENT**CIDB 4CE OR 4SQ**

DESCRIPTION: THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS

PROJECT NO: ERW2405/03

COMPULSORY BRIEFING SESSION: FRIDAY, 14TH MARCH 2025 AT 10:30

VIRTUAL ZOOM LINK: <https://erwatza.zoom.us/meeting/register/6zDtWuVeQIKN7hhRYWimTw>

CLOSING DATE: FRIDAY, 04TH APRIL 2025 AT 12:00 NOON

RAISE YOUR VOICE AND TAKE ACTION AGAINST CORRUPTION AND FRAUD

ANONYMOUS REPORTING

FRAUD AND ETHICS HOTLINE:

0800-204-860

Website : www.thehotline.co.za

e-mail : erwat@thehotline.co.za

Fax : 0867 261 681

SMS : 30916

Address : P O Box 10512, Centurion, 0046

App Stores : Vuvuzela Hotline

NAME OF BIDDING COMPANY: _____

CSD NUMBER: MAAA _____

BIDDER'S OFFER: R _____ (INCLUSIVE OF VAT)

PUBLISH DATE: **MONDAY, 03 MARCH 2025**

ERWAT STAMP



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



PROJECT NO: ERW2405/03

THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS

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Contractor

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T1.1 REQUEST FOR PROPOSAL NOTICE AND INVITATION

TENDER NOTICE

Bidders are hereby invited to submit tender offers for the project listed below:

PROJECT NO.	PROJECT DESCRIPTION	CIDB GRADING	CONTACT	COMPULSORY VIRTUAL BRIEFING SESSION DATE	CLOSING DATE
ERW2305/03	THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS	4CE or 4SQ	MR M MASOOA Or MS B MATLALA	FRIDAY, 14 TH MARCH 2025 AT 10:30 VIA ZOOM	FRIDAY, 04 TH APRIL 2025 AT 12:00 NOON

Potential bidders may download the bid document from the ERWAT tender site free of charge. Bidders must however note that it remains their responsibility to print the full document and any omissions submitted due to not printing the full tender document may result in your bid being null and void. Bidders may not alter the downloaded document in any form what so-ever.

Compulsory virtual briefing session date and time. *Kindly refer to Clause F.2.7 of the bidding document relating to the provisions for attending briefing sessions.*

Kindly register in advance to join the virtual briefing session. Zoom link:
<https://erwatza.zoom.us/join/6zDtWuVeQIKN7hhRYWimTw>

Complete Tenders in ink and clearly marked **“CONTRACT: ERW2405/03: THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS”** must be placed in the Tender Box, ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein/ Bronkhorstspuit), Kempton Park, not later than **FRIDAY, 04TH APRIL 2025 @ 12H00 NOON** at which hour and date the Tenders will be opened in public at ERWAT Head Office. Tenders shall remain valid for a period of 120 days from closing date and no late, faxed, e-mailed or other form of Tender will be accepted.

All SCM Enquiries shall be addressed to Brenda Matlala at brenda.matlala@erwat.co.za and All Technical Enquiries shall be addressed to Matthews Masooa at matthews.masooa@erwat.co.za

Bids will be evaluated in terms of ERWAT' Supply Chain Management Policy, the MFMA SCM Regulations, the Preferential Procurement Policy Framework Act and its Regulations, 2022, the General Conditions of Contract for construction (GCC) and, if applicable, any other special conditions of contract.

“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.”

NB: 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).

ERWAT accepts no responsibility for bidders accessing the tender notices from other sites/sources other than the newspapers used, its website (www.erwat.co.za/procurement) and the National Treasury's e-tender portal (www.etenders.gov.za).

MONDAY, 03 MARCH 2025
(date of publication on website and or newspaper)

Contractor

Witness 1

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Employer

Witness 1

Witness 2



PROJECT NO: ERW2405/03

THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS

T1.2 TENDER DATA

General

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See www.cidb.org.za which is reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.

Clause No.	TENDER DATA
F1.1	The Employer is: Ekurhuleni Water Care Company (ERWAT) Hartebeestfontein Office Park R25 (Bapsfontein/Bronkhorstspuit Road) Kempton Park
F.1.2	The Tender document's contents is as follows: <u>THE TENDER</u> Part T1: Tender Procedures (Pink) T1.1 Tender notice and invitation to Tender T1.2 Tender Data Part T2: Returnable Documents (Pink)

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	<p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p><u>THE CONTRACT</u></p> <p>Part C1: Agreements and Contract Data (Yellow)</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Occupational Health and Safety</p> <p>C1.5 Corporate Governance Breach Clause</p> <p>Part C2: Pricing Data (Yellow)</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Schedule of Rates</p> <p>Part C3: Scope of Work (Blue)</p> <p>C3.1 Description of Works</p>
F1.3	<p>Interpretation</p> <p>The Tender data and additional requirements contained in the Tender schedules that are included in the returnable documents are deemed to be part of these Tender conditions.</p>
F.1.4	<p>The Employer's Representatives are:</p> <p>SCM: Brenda Matlala - 011 929-7115</p> <p>E-mail Address: brenda.matlala@erwat.co.za</p> <p>Technical: Mr Matthews Masooa - 011 929 7000</p> <p>E-mail Address: Matthews.masooa@erwat.co.za</p> <p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of Request for Proposals (Tender) will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the bidders, under the signature of the Accounting Officer or his nominee will be regarded as amending the Tender documents. Tender offer communicated on paper shall be submitted as an original.</p> <p>In the event that no correspondence or communication is received from ERWAT within one hundred and twenty (120) days after the stipulated closing date and time of the Tender, the Tender proposal will be deemed to be unsuccessful.</p>
F.1.5	<p>Reject or Accept</p> <p>The Employer may accept or reject any variation, deviation, Tender offer, or alternative Tender offer, and may cancel the Tender process and reject all Tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such a cancellation and rejection but will give written reasons for such action upon written request to do so.</p>
F.2.1	<p>CIDB Requirements</p> <p>Only those Bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance</p>

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	<p>with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for an 4CE or 4SQ are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB: 2. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE or 4SQ of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 3. The lead partner must be registered in a contractor grading designation not lower than one level below the required grading designation in the class of construction works under consideration. Please consult the CIDB website for the provisions for joint venture submission.
F.2.2	<p>Cost of Bidding</p> <p>Accept that the Employer will not compensate the Bidders for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
F.2.3	<p>Check documents</p> <p>The Bidder shall satisfy himself that the set of tender documents is complete and in accordance with the index. If any page has been omitted or duplicated, or if the script or dimensions, or anything else in the tender document is indistinct, or if doubt exists as to the meaning of any description, or if the tender document contains any obvious errors, the Bidder shall immediately notify the Employer accordingly, in writing, so that such discrepancy or indistinctness can be clarified and rectified, as ERWAT or the Agent will not accept any responsibility or consider any claim in connection with such discrepancy or indistinctness, which are not rectified during the tender period.</p>
F.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the Tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a proposal offer in response to the invitation.</p>
F.2.5	<p>Reference Documents</p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference,</p>
F.2.6	<p>Acknowledge Addenda</p> <p>Acknowledge receipt of addenda to the proposal documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the Tender data, to take the addenda into account.</p>
F.2.7	<p>Attendance of ERWAT Briefing Sessions</p> <p>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.</p> <p>In the event that 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.</p> <p>Documents will only be accepted from bidders whose names appear on the attendance register. Failure to attend the compulsory briefing sessions and bidders whose names do not appear on the register, will render the bidder's submission invalid and will not be considered for evaluation.</p>

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	<p>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. Please list a minimum of one representative that attended the briefing session below.</p> <p><i>Kindly indicate the company representative/s e-mail address who attended the briefing session:</i></p> <p>Name: _____ Name: _____</p> <p>Email address: _____ Email address: _____</p> <p>Contact number: _____ Contact number: _____</p> <p><i>Kindly note that the above e-mail address/s will be utilised to verify your attendance at the compulsory briefing session conducted on Zoom or on-site. In the event that the indicated e-mail address/es cannot be traced on the physical attendance register; zoom registration and/or on-line attendance register, it will be taken that your company did not attend the briefing session and will result in your bid not being evaluated. It is the bidder's responsibility to provide correct e-mail address and/or contact details.</i></p> <p>Joint Venture:</p> <p><i>In the event that the bidding entity wishes to submit an offer as a joint venture, one or both company representatives must attend the briefing session.</i></p> <p><i>Kindly indicate above one or both representatives e-mail address who attended the briefing session.</i></p> <p>Bidders are encouraged to collect/access 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.</p>
F.2.8	<p>Seek clarification</p> <p>Questions or queries must be submitted to the Employer at least five (5) working days before the stipulated closing date and time of the Tender. However, ERWAT shall not be liable nor assume liability for failure of the bidder to receive response to any questions and / or queries raised by the bidder by the closing time.</p>
F.2.9	<p>Pricing the Tender</p> <p>State the rates and prices in South African Rand (ZAR).</p> <ul style="list-style-type: none"> Please note that only firm prices would be accepted by ERWAT.
F.2.10	<p>Alterations to documents</p> <p>Bidder must not make any alterations or additions to the proposal documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the Tender offer shall sign next to all such alterations. Erasures and the use of masking fluid are prohibited. Copies are not allowed; only original documents will be accepted.</p>
F.2.11	<p>Alternative tender offers</p> <p>If a bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's engineer or Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative satisfies the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p>

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

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	<p>Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the bidder, if the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Bid Data must include an amount equal to 5% of the amount bided for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>				
F.2.12	<p>Submitting a Tender offer</p> <p>No late, faxed, emailed or other form of Tender will be accepted. Completed Tenders with attached documents, if any, must be submitted in Black ink in sealed envelopes and clearly marked:</p> <p><u>CONTRACT NO ERW2405/03: THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS</u></p> <p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <table> <tr> <td>Location of bid box</td><td>Tender Box</td></tr> <tr> <td>Physical address:</td><td>ERWAT Head Office Hartebeestfontein Office Park R25 (Bapsfontein / Bronkhorstspuit) Kempton Park</td></tr> </table> <p>Accept that the tender submitted to the employer cannot be withdrawn or substituted. No substitute tender offers will be considered.</p> <p>All Tenders received by ERWAT will remain in the Company's possession.</p>	Location of bid box	Tender Box	Physical address:	ERWAT Head Office Hartebeestfontein Office Park R25 (Bapsfontein / Bronkhorstspuit) Kempton Park
Location of bid box	Tender Box				
Physical address:	ERWAT Head Office Hartebeestfontein Office Park R25 (Bapsfontein / Bronkhorstspuit) Kempton Park				
F.2.13	<p>Information and data to be completed in all respects</p> <p>To facilitate review of this Tender by ERWAT, it is requested that submissions conform to the following format:</p> <ol style="list-style-type: none"> Coversheet: List Tender Statement, the name of your firm, and the name, address and telephone number of a contact person for questions concerning the Tender submitted. Executive Summary: Provide a brief overview of the project, description of the overall approach to the project, key features of the technologies offered, and an overview of the performance guaranteed. Relevant Experience and Reference Projects: Information of similar projects completed by the Bidder (in South Africa and worldwide) using the specific technologies requested must be provided. Project Team: Provide a project team organogram showing the structure and composition of the proposed team. A CV highlighting the relevant project specific experience for each team member must be supplied. Permanent staff and contracted staff must be distinguished. <p>Accept that Tender offers, which do not provide all the data or information requested completely and, in the form, required, will be regarded by the employer as non-responsive. Responsive Tenders are ONLY those Tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document "FORM C Authority of Signatory".</p> <p>The above is to be read in conjunction with F3.11 below as well as the Project Specifications detailed in Section C3: Scope of Works.</p>				

Contractor

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Employer

Witness 1

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F.2.14	Closing time Closing Date: FRIDAY, 04TH APRIL 2025 Closing Time: 12h00 NOON Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
F.2.15	Tender offer validity The Tender offer validity period is 120 Days.
F2.16	Provide other information The bidders are required to submit following documents and if requested to resubmit in case if it was not initially submitted, it will result in automatic disqualification: (1) Proof of SARS Tax status (pin issued by the South African Revenue Services). (2) Completion of MBD 1, 3.1, 4, 6.1, 8 and 9 forms (3) Copy of municipal Statement not older than 3 months or letter from landlord stating that rates and taxes are not in arrears for more than 90 days from date of closing of bid. (4) In case of Joint Venture – the Joint Venture Agreement (5) Letter of intent to submit Third Party Liability Insurance and All risk contractor's insurance to cover this contract NB: - Please note that non-compliance to specification will be deemed as an automatic disqualification. Service Providers must quote for all aspects as per the specification.
F2.17	Inspections, tests and analysis Access must be provided for the following inspections, tests and analysis: None.
F2.18	Certificates The bidder is required to submit with his bid. 1) The Bidder is required to submit with his Tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part C1.3 of this Tender Document. 2) A TCS pin number thereof, issued by the South African Revenue Services;
F3.1	Opening of tender Tenders will be opened in public at the ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.
F3.2	Two-envelope System A two-envelope procedure will NOT be followed.
F3.3	Non-disclosure After the opening of the Tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of Tender offers and recommendations concerning the award of the Tender shall be disclosed to any other Bidder or persons not concerned with such process until the award of the Tender has been announced by ERWAT.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F3.4	<p>Arithmetical errors, omissions and discrepancies</p> <p>ERWAT is to check BID offers for arithmetical errors in the following manner:</p> <ol style="list-style-type: none"> Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. <p>Consider the rejection of a tender offer if the Bidder does not correct or accept the correction of the arithmetical error in the manner described above.</p>
F3.5	<p>1. Evaluation of tender offers</p> <p>The Bidder's notice is drawn to the fact that the evaluation, adjudication and awarding of this Tender will be in terms of the Supply Chain Management Policy of ERWAT and the Preferential Procurement Regulations of 2022.</p> <p>If the submitted Tender does not comply with the Tender conditions, the Tender will be rejected. If specifications are not met, the Tender will also be rejected. With regard to the above, certain actions or errors are unacceptable, and warrant REJECTION OF THE TENDER, for example:</p> <ul style="list-style-type: none"> ▪ Proof of SARS Tax status (pin issued by the South African Revenue Services); ▪ Non submission of company registration certificates. ▪ Pages that were to be completed being removed from the Tender document and have therefore not been submitted. ▪ Failure to fully complete form of offer. ▪ Scratching out without initialing next to the amended rates or information. ▪ Writing over / painting out rates / the use of Tippex/correction fluid or any erasable ink. ▪ Failure to attend compulsory briefing meetings ▪ The Tender has not been properly signed by a party having the authority to do so, according to the Form C- "Authority for Signatory". ▪ No authority for signatory submitted. ▪ Particulars required in respect of the proposal have not been provided: non- compliance of Tender requirements and/or specifications. ▪ The Bidder's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract. ▪ The Proposal has been submitted after the relevant closing date and time. ▪ If any municipal rates and taxes or municipal service charges owed by that Bidder or any of its directors to the company, or to any other company or municipal entity, are in arrears for more than three months (90 days). ▪ If any Bidder who during the last five years has failed to perform satisfactorily on a previous contract with the company or any other organ of state after written notice was given to that Bidder that performance was unsatisfactory. <p>2. Good standing with SA Revenue Services</p> <ul style="list-style-type: none"> ▪ Determine whether the bidders tax matters are in order as provided for by SARS. <p>If the Tender does not meet the requirements contained in the ERWAT Supply Chain Policy, and the mentioned framework, it will be rejected and will not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> <p>3. Penalties</p>

 Contractor

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	<ul style="list-style-type: none"> ▪ ERWAT will, if upon investigation it is found that a preference in terms of the Preferential Procurement Policy Framework Act, 2000 and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed: ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Bidder. ▪ Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender. ▪ Restrict the firm, its shareholders and directors on obtaining any business from ERWAT for a minimum period of 5 years and listed on the National Treasury database as a restricted suppliers. <p>4. Evaluation Criteria</p> <p>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.</p> <ol style="list-style-type: none"> 1) Pre compliance evaluation to be done and pre-qualified bidders goes through for the functionality evaluation. Where some pre compliance information is not provided the ERWAT supply chain will contact the responsible bidder to submit within 5 working days and failure to do so will result in disqualification. 2) Score Bid evaluation points for price and preference points 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.
	<p>FUNCTIONALITY CRITERIA: -</p> <p>Note: The minimum required score for functionality is stipulated in the functionality table listed elsewhere in the document. Bidders scoring less than the stipulated threshold on functionality shall not proceed to the next stage of the evaluation.</p> <p>Functionality criteria maximum points in respect of each criterion shall be as set out at the bottom of this table.</p> <p>All Tender submission will be evaluated by at least three evaluators against the Table below. Bidders shall ensure that their tender submissions are sufficiently detailed and that all required information is included in their submissions. Information not provided will result in zero points awarded for the respective item.</p> <p>Tender evaluation points</p> <p>Tender evaluation points will be allocated as per the Supply Chain Management policy and the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 including the following:</p> <p>The points allocation for this Tender is:</p> <ol style="list-style-type: none"> a) Price: 80 b) Specific Goals Points: 20 <p>Regulations of disputes, objections, complaints and queries will be handled in accordance with the Supply Chain Management Policy of ERWAT.</p>
F3.6	<p>Provide copies of the contracts</p> <p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p>Additional Conditions</p> <p>Applicable to this Bid</p>	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1. ERWAT may also request that the Bidder provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2. ERWAT reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Bidder. The Bidders shall provide all reasonable assistance in such investigations. 3. 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. 4. The bid document shall be submitted as a whole and shall not be taken apart. 5. 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 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.
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1.1 **FUNCTIONALITY/ TECHNICAL EVALUATION**

Potential service providers will have to achieve a minimum **points out of 100** for their technical submissions before their financial proposals and B-BBEE status are evaluated as set out in 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 quality of the methodology proposed.
- The qualifications and experience of the key staff proposed.

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 in each of the applicable schedules. **If the functionality document is not attached to the page or referenced it will be deemed not to have been included.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The score for the Technical / Functionality Evaluation will be calculated per the table below:

PHASE 1 TECHNICAL SERVICES EVALUATION:

CRITERION	CRITERION DETAILS	Highest Obtainable Points	Points Obtained
<u>Company Experience:</u>	<p><u>Technical services</u></p> <p>Only signed completion certificates and/or reference letters on the letterhead of the current and/or previous client/employer with a clear description of work will be accepted.</p> <p>Description of work, including but not limited to any of the following:</p> <p>Installation: electronic access control systems, or electric fences, or electronic boom systems, or gate motors, or other security infrastructure and equipment,</p> <p>OR</p> <p>Repairs and maintenance/servicing: electronic access control systems, or electric fences, or electronic boom systems, or gate motors, or other security infrastructure and equipment:</p> <ul style="list-style-type: none"> • 4 or More Letters/Certificates = 40 • 3 Letters/Certificates = 30 • 2 Letters/Certificates = 20 • 1 Letters/Certificates = 10 • No information submitted = 0 	40	
<u>Project Experience</u>	<p><u>Previous specific projects:</u></p> <p><i>The letters submitted as per the above will be used to allocate points based on your company project experience. For example, if you have four (4) letters with reference to "Gate motors" you will only be allocated 10 points.</i></p> <p><u>Categories</u></p> <ol style="list-style-type: none"> 1. Electronic access control systems or CCTV, 2. Electric fences or alarms, 3. Electronic boom systems, 4. Gate motors, 5. Other security infrastructure (concrete, other physical fences) <ul style="list-style-type: none"> • 4 or 5 of the above-mentioned categories = 60 • 3 of the above-mentioned categories = 45 • 2 of the above-mentioned categories = 30 • 1 of the above-mentioned categories = 15 • None of the above-mentioned categories = 0 	60	
TOTAL		100	
NB: Bidders who fail to score a minimum of 75 points under functionality will not be considered any further.			

NB. ERWAT reserve the right to verify the information submitted for evaluation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NO: ERW2405/03

THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS

T 2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.
2. Bidders shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified keypositions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a Bidder. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that Bidder to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE BIDDER MUST COMPLETE AND SIGN THE FOLLOWING RETURNABLE SCHEDULES:**RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

MBD 1	INVITATION TO BID
MBD 3.1	PRICING STRUCTURE: FIRM PRICES
MBD 4	DECLARATION OF INTEREST
MBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
MBD 7.1	CONTRACT FORM: PURCHASE OF GOODS/SERVICES
	PART 1: TO BE COMPLETED BY THE BIDDER <i>(TO BE CONCLUDED WITH THE SUCCESSFUL BIDDER)</i>
	PART 2: TO BE COMPLETED BY ERWAT <i>(TO BE CONCLUDED AT THE APPOINTMENT OF THE SUCCESSFUL BIDDER)</i>
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM A	MUNICIPAL SERVICES, RATES AND TAXES OR RENTAL AGREEMENT WITH LANDLORD:
FORM B	NATIONAL TREASURY CENTRALIZED SUPPLIER DATABASE
FORM C	AUTHORITY OF SIGNATORY
FORM D	FINANCIAL REFERENCES /BIDDER'S CREDIT RATING AND BANK DETAILS
FORM E	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM F	CERTIFIED COPY OF ID DOCUMENT/S OF OWNERS/MEMBERS/SHAREHOLDERS
FORM G	COPY OF COMPANY REGISTRATION DOCUMENTS
FORM H	CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER
FORM I	POPI ACT
FORM J	PROOF OF RELEVANT REGULATORY CERTIFICATION OR OTHER REQUIREMENTS IN TERMS OF THE REQUIRED REGULATORY AUTHORITY AS SET OUT IN THE SCOPE OF WORKS
FORM K	COMPANY EXPERIENCE
FORM L	EXPERTISE OF THE KEY PERSONNEL

Returnable Documents that will be incorporated into the contract

C1.1	OFFER PORTION OF FORM OF OFFER AND ACCEPTANCE
C1.2	CONTRACT DATA (PART 2)
C1.3	FORM OF GUARANTEE

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

T2.1.1 IMPORTANT: Required Returnable Documentation:

Please ensure that the following supporting documents are attached to your Bid Document. Failure to submit the below mentioned documents will result in disqualification of your bid.

Item	Description of Document/Proof Sought	To be completed by the Bidder: Please fill in Yes or No if Proof/ Documentation attached	For Office Use Only Verified by SCM Official: Please fill in Yes or No if Proof/ Documentation attached
1	A valid Tax Clearance Certificate/SARS issued pin		
2	Certified Copy of ID documents of owners/members/shareholders (see Bidders Information Section).		
3	Copy of Municipal Statement not older than 3 months OR Letter from landlord stating that you are renting from his/her property OR Copy of Lease agreement and Contact details (Statement and arrears should not be older than 3 months)		
4	Current Certificate of Good Standing from Compensation Commissioner		
5	Occupational Health & Safety Plan		
6	Letter of intent to submit Third Party Liability Insurance and All Risk Contractors Insurance to cover this contract		
7	Expertise of the Key Personnel (Refer to FORM L and provide CVs)		

T2.1.2 Other Returnable Documents required for the evaluation

Item	Description of Document/Proof Sought	To be completed by the Bidder: Please fill in Yes or No if Proof/ Documentation attached	For Office Use Only Verified by SCM Official: Please fill in Yes or No if Proof/ Documentation attached
1	Copy of Company/ Registration Documents (see Bidders Information Section). – Failure to submit will result in disqualification.		
2	Proof of CSD registration (Supplier number/unique reference ID). This tender may not be awarded to a person who is not registered on the CSD database.		
3	Proof of CIDB registration (Supplier registration number/ unique reference ID).		

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2



PROJECT NO: ERW2405/03

THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS

T2.2 RETURNABLE SCHEDULES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART A
INVITATION TO BID**

You are hereby invited to bid for requirements of ERWAT	
Bid Number	ERW2405/03
Compulsory virtual briefing session date and time. <i>Kindly refer to Clause F.2.7 of the bidding document relating to the provisions for attending briefing sessions.</i>	FRIDAY, 14TH MARCH 2025 AT 10:30 VIA ZOOM
Closing date	FRIDAY, 4TH APRIL 2025
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 accredited to represent	
Total number of items offered	
Total price (including VAT)	R
SCM related enquiries:	Ms Brenda Matlala E-mail: brenda.matlala@erwat.co.za Tel: 011 929 7000
Technical enquiries	Mr. Matthews Masooa E-mail: mathews.masooa@erwat.co.za Tel: 011 929 7000

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

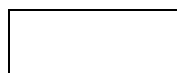
NB: Failure to provide any of the above particulars may result in your bid being disqualified.

Name & Surname of Representative: _____

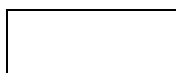
Signature Of Bidder: _____

Capacity Under Which This Bid Is Signed: _____

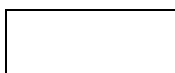
Date: _____



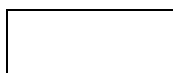
Contractor



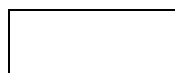
Witness 1



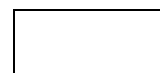
Witness 2



Employer



Witness 1



Witness 2

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 ERW2405/03: THE APPOINTMENT OF A SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS

CLOSING DATE: FRIDAY, 04TH APRIL 2025 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 (ALL APPLICABLE TAXES INCLUDED)
----------	-------------	---------------------------	-----------------------------------------------------

Kindly refer to the pricing schedule attached to this document.

Required by: **LOSS CONTROL AND IPAP**

At: **EKURHULENI WATER CARE COMPANY**

Brand and Model: _____ (Where applicable)

Country of Origin: _____ (Where applicable)

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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. In order 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 / shareholders 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

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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, principle 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, principle 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, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? *(this refers to all companies involved in, regardless of the commodity)*

YES / NO

If so, furnish particulars.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. Full details of directors / trustees / members / shareholders **in the service of the state.**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

1. GENERAL CONDITIONS

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.2 The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received and tender shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

The maximum points for this tender are allocated as follows:

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

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

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

2. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

2.1 POINTS AWARDED FOR PRICE

2.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)
1	EME or QSE 51% owned by women	2
2	EME or QSE 51% owned by youth	2
3	EME or QSE 51% owned by people with disabilities	2
4	EME or QSE 51% owned by military veterans	2
5	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.

EXAMPLE

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 = 2 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: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TYPE OF COMPANY/ FIRM

<input type="checkbox"/>	Partnership/Joint Venture / Consortium	Please indicated the % JV/Partner/Consortium Share (e.g., 49/1% indicating the lead partner % first	%
<input type="checkbox"/>	One-person business/sole propriety		
<input type="checkbox"/>	Close corporation		
<input type="checkbox"/>	Public Company		
<input type="checkbox"/>	Personal Liability Company		
<input type="checkbox"/>	(Pty) Limited		
<input type="checkbox"/>	Non-Profit Company		
<input type="checkbox"/>	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 as a result of points claimed as shown in table 1 above, the contractor 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 as a result of that person's conduct;
 - cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - forward the matter for criminal prosecution, if deemed necessary.

Company name: _____

Company address: _____

Name& Surname of Representative: _____

Signature Of Bidder: _____

Designation: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD7.1

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 ERW2405/03** 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 in terms of MBD 6.1 as provided for in 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 _____

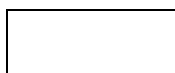
DATE _____

WITNESSES

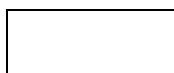
1 _____

2 _____

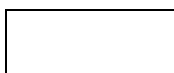
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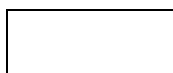
Contractor



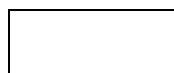
Witness 1



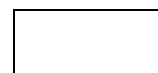
Witness 2



Employer



Witness 1



Witness 2



MBD7.1

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 ERW2405/03** 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 BOQ*</i>	<i>Refer to pricing schedule and or scope</i>	<i>To be determined as signing of SLA</i>	<i>Refer to MBD 6.1</i>	<i>Refer to MBD 6.1</i>

**** It is noted that this is rate-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 _____

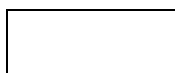
DATE _____

WITNESSES

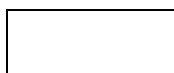
1. _____

2. _____

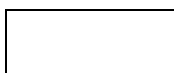
DATE: _____



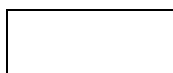
Contractor



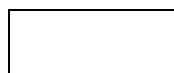
Witness 1



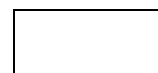
Witness 2



Employer



Witness 1



Witness 2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Question	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <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"/>
4.7.1	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.

SIGNATURE ON BEHALF OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

PROJECT NO: ERW2405/03

DESCRIPTION: THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS

in response to the invitation for the bid made by:

EKURHULENI WATER CARE COMPANY (ERWAT)

(Name of Municipality/Entity)

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 or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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 BID

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A

**MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY
CHAIN MANAGEMENT PURPOSE**

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. Kindly attach the latest municipal rates and taxes account not older than 3 months from date of advertising of bid.

Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a Rental/lease agreement:

(TO BE COMPLETED BY THE LANDLORD)		
Name of the Landlord:		
Property Physical Address:		
Please tick below	Yes	No
Rental: in arrears for more than 3 months	<input type="checkbox"/>	<input type="checkbox"/>
Municipal services: in arrears for more than 3 months	<input type="checkbox"/>	<input type="checkbox"/>
Landlord Signature:		
Date: _____ Landlord's business stamp here (where applicable)		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C**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, as the case may be.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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 CAPITALS)

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE _____

FULL NAMES OF SIGNATORY _____

AS WITNESSES: 1. _____

2. _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D

FINANCIAL REFERENCES/ BIDDER'S CREDIT RATING AND DETAILS OF BIDDERS
BANKING INFORMATION

Notes to Bidder:

1. The Bidder shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the Bid Document submission shall render the Bidder's offer unresponsive.
2. The Bidder's banking details as they appear below shall be completed.
3. In the event that the Bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:										
ACCOUNT NAME: (e.g. ABC Civil Construction cc)										
ACCOUNT TYPE: (e.g. Savings, Cheque etc)										
ACCOUNT NO:										
ADDRESS OF BANK:										
CONTACT PERSON:										
TEL. NO. OF BANK / CONTACT:										
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table>	0-6 months		7-12 months		13-24 months		More than 24 months		(Tick which is appropriate)
0-6 months										
7-12 months										
13-24 months										
More than 24 months										

Signature on behalf of Bidder

N.B.: ORIGINAL LETTER FROM BANK OR BANK STATEMENT (NOT OLDER THAN THREE MONTHS) SHOULD BE INCLUDED IN THE RETURNABLE DOCUMENTS PACK.

--

Contractor

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Witness 1

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Witness 2

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Employer

--

Witness 1

--

Witness 2

FORM E

RECORD OF ADDENDA TO BID DOCUMENTS

N.B: Please note that where applicable, bidders are required to complete the table below acknowledging receipt of Addendum/s. All pages in relation to the Addendum must be struck through with a note “**REPLACED** by **ADDENDUM/S**”. The revised pages in relation to the Addendum/s must be **attached** as an Annexure to the bid document. The initial documents must remain in the bid document and **MUST NOT BE REMOVED** as this will lead to a disqualification.

Kindly note that where addendums are issued, such are communicated to bidders who attended the briefing session at the e-mail address that is supplied by the bidder/s recorded on the attendance register.

The e-mail address supplied by bidders on the attendance register for physical briefings will be utilised as the official communication address. Where virtual briefings are held, the e-mail address submitted by the suppliers on the registration attendance register will be utilised as the official communication address.

It remains the responsibility of the bidder to ensure that the correct valid e-mail address is captured. ERWAT accepts no responsibility for returned messages reflecting to be undeliverable or due to invalid/non-existing details.

The addendum/s are uploaded onto the ERWAT website under the respective tender number and bidders should visit the website before the closing date and time to ensure that all communication has been accessed and taken into account with the submission of this bid.

I/We confirm that the following Addendum/s listed below have been received and added to this document as an Addendum. Please note you may not modify or remove any part of the original Bid document except for the strikethrough requirement.

Date	Addendum/s No

SIGNATURE ON BEHALF OF BIDDER

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM F

CERTIFIED COPY OF ID DOCUMENT/S OF OWNERS/MEMBERS/SHAREHOLDERS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G

**INCLUDE THE FOLLOWING DOCUMENTS IN THE SUPPORTING DOCUMENTS
FILE TO BE SUBMITTED WITH THE ORIGINAL BIDDING DOCUMENT****1. FOR CLOSED CORPORATIONS**

CK1 or CK2 as applicable (Founding Statement).

2. FOR COMPANIES

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors and
- The shareholders' register.

3. FOR JOINT VENTURE AGREEMENTS

- 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.

4. FOR PARTNERSHIP

- Certified Copies of the ID's of the partners

5. ONE-PERSON BUSINESS / SOLE TRADER/SOLE PROPRIETOR

- Certified Copy of ID

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H

CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I

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: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J

**PROOF OF RELEVANT REGULATORY CERTIFICATION OR OTHER REQUIREMENTS IN
TERMS OF THE REQUIRED REGULATORY AUTHORITY AS SET OUT IN THE SCOPE OF
WORKS**

BIDDERS MUST HAVE A MINIMUM CIDB GRADING OF **4CE** or **4SQ** TO QUALIFY FOR EVALUATION.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K**COMPANY EXPERIENCE**

Briefly summarize the Company's experience with regard to construction, upgrading, refurbishment, extension and decommissioning of water/wastewater infrastructure. Select up to five projects completed in South Africa that are similar in scope and magnitude to this project. For each project **COMPLETED**, attach a Certificate of Completion and/ or Reference Letter. References that cannot be verified will not be considered. ERWAT reserves the right to request a visit to the project site where the works were completed

	EMPLOYER	EMPLOYER'S REPRESENTATIVE (NAME, TEL, E-MAIL)	PROJECT TITLE AND DESCRIPTION OF WORK Inc. CAPACITY OF THE WORKS	VALUE OF WORK (R-Rand)	COMPLETION DATE
PROJECT 1					
PROJECT 2					
PROJECT 3					
PROJECT 4					
PROJECT 5					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EXPERTISE OF THE KEY PERSONNEL

1. **Personnel / Individual adequacy:** Portfolio of evidence (CV) should be provided. Indicating similar projects / jobs completed or undertaken by the personnel stated below.
2. All professional registrations must be in good standing during the period of tender evaluation.
3. **Pro-Forma CV:** A pro-forma curriculum vitae shall be filled in full on the below given forms.

NB: Failure to provide information will lead to non-compliance and disqualification.

KEY STAFF EXPERIENCE				
Position on this Contract	Full Name	ID No.	Qualifications	No. of Relevant Years of Experience
Project Manager				
Technician				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO-FORMA CURRICULUM VITAE OF KEY PERSONNEL/STAFF

This form should be completed for each key person listed in the functionality criterion

Responsibility or role on the project (as per list in form k)	Project Manager:
Name:	Date of Birth:
Profession:	Nationality:
Qualifications (Attach Proof of Qualification):	
Professional Membership (If any):	
Name of Employer (Firm):	
Current Position:	Years with firm:
Employment record: (List of chronological order starting with earliest work experience)	
Experience records pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualification and my experience and that I will be available to execute the work for which I have been nominated.	
_____ (Signature of Person named in Schedule) Date	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

This form should be completed for each key person listed in the functionality criterion

Responsibility or role on the project (as per list in form k)	Technician:
Name:	Date of Birth:
Profession:	Nationality:
Qualifications (Attach Proof of Qualification):	
Professional Membership (If any):	
Name of Employer (Firm):	
Current Position:	Years with firm:
Employment record: (List of chronological order starting with earliest work experience)	
Experience records pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualification and my experience and that I will be available to execute the work for which I have been nominated.	
_____ (Signature of Person named in Schedule) Date	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NO: ERW2405/03

THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS

C1 AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C1.4 Occupational Health and Safety

C1.5 Corporate Governance Breach Clause

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter in contract in respect of the following works: **PROJECT NO: ERW2405/03: THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS**

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL FOR ALL THE WORKS (THE PRICES INCLUSIVE OF VALUE ADDED TAX) IS:

.....

..... Rand (in words); R (in figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the Bidder
(Name and address of organisation)

Name & Signature

Of Witness
Name Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Agreements and Contract Data (which includes this Agreement)
- Pricing Data
- Scope of Work
- Site information

And drawings and documents or parts thereof, which may be incorporated by reference into above stated terms.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

For the Employer
(Name and address of organisation)

Name & Signature

Of Witness
Name Date

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of Offer and Acceptance; the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1 Subject

Details.....

.....

2 Subject

Details.....

.....

3 Subject

Details.....

.....

4 Subject

Details.....

.....

5 Subject

Details.....

.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Bidder and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

Signature(s)

Name(s)

Capacity

For the Bidder
(Name and address of organisation)

Name & Signature

Of Witness
Name Date**FOR THE EMPLOYER**

Signature(s)

Name(s)

Capacity

For the Employer
(Name and address of organisation)

Name & Signature

Of Witness
Name Date

C1.2 CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works *General Conditions of Contract 2015 (GCC 2015, Third Edition)*

Documents can be ordered from SAICE who can be contacted through their website www.saice.org.za.
Physical address: SAICE House, Block 9, Thornhill Office Park, Bekker Street, Midrand, Johannesburg.
Telephone number: (011) 805 5947.

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

DATA PROVIDED BY THE EMPLOYER

Clause	Data
	Definitions The definitions contained in Clause 1.1 are hereby amended and/or supplemented as follows:
SCC 1.1.1.13	The Defects Liability on all new parts for a period of 12 months from the date of the Certificate of Completion (where applicable).
SCC 1.1.1.14	The Works shall be completed as agreed to, when concluding the SLA.
SCC 1.1.1.15 1.2.1.2	The Name of the Employer is ERWAT The address of the Employer is: The Managing Director Hartebeestfontein Office Park R25 (Bapsfontein/Bronkhorstspuit) Kempton Park Telephone: 011 929 7000
SCC 1.1.1.16	Employer's Agent Will be notified after the award
SCC 1.1.1.18	The time for obtaining Completion Certificate is 21 calendar days after Practical completion.
SCC 1.1.1.26	The Pricing Strategy is Re-measurement Contract

Clause	Data
3.2.2	<p>DELETE AND REPLACE WITH:</p> <p>“Whenever the Employer’s Agent intends, in terms of the contract, to exercise any discretion, or make or issue any ruling, contract interpretation or price determination, he shall first consult with the Employer and thereafter with the Contractor in an attempt to reach agreement. Failing agreement, the Employer’s Agent shall advise the Employer on contractual issues where after the Employer will make a final decision based on the advice of the Agent read with the MFMA. Only then will the Agent be allowed to issue a final instruction to the contractor.”</p>
SCC 3.2.3	<p>Add the following:</p> <p>Approval of the Employer is required for:</p> <p>i). Cessions – issuing of cessions by the Contractor is expressly prohibited except if and when prior written approval of the Employer under the signature of the Accounting Officer for the issue of the cession has been requested and obtained</p> <p>ii). Use of contingencies – for all items for which rates have not been approved in terms the contract.</p> <p>iii). Extension of Time – extension of time can only be granted by the Employer.</p>
SCC 4.1.2	<p>Add the following:</p> <p>“When completed, the parts of the works designed by the Contractor, to the extent specified in the Contract, shall be fit for the purposes for which the Works are intended”</p>
SCC 4.3.3	<p>Add the following:</p> <p>“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”</p>
SCC 4.4.1	<p>Add the following:</p> <p>The Contractor is to submit to the Employer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:</p> <ul style="list-style-type: none"> ▪ Previous experience ▪ Work which will be sub-contracted to him/her ▪ Approximate value of the work to be sub-contracted <p>Before the Employer in terms of Clause 6.10 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction works (2015, Third Edition), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:</p> <ul style="list-style-type: none"> ▪ Informs the Employer in writing that he has reasonable cause for withholding or refusing such payment; and ▪ Submits to the Employer reasonable proof that he has so informed such sub-contractor in writing.

Clause	Data
SCC 4.9.1	<p>Add the following:</p> <p>“All equipment on site shall be in a good working order, and is to be in such a condition that it can achieve production rates which are typical of the industry standards.</p> <p>Should any equipment, in the opinion of the Employer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Employer may instruct the Contractor to replace such equipment.”</p>

PART 2: DATA PROVIDED BY THE CONTRACTOR

Sub- Clause	Data
1.1.17	<p>The Contractor is:</p> <p>Name:</p> <p>.....</p> <p>The Address of the Contractor is:</p> <p>Address (physical):</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Address (postal):</p> <p>.....</p> <p>.....</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p>
1.1.22	<p>Contractors Representative</p> <p>Name:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p>

C1.3 FORM OF GUARANTEE

PROJECT NO: ERW2405/03

THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS

WHEREAS

at

(Hereinafter referred to as "the Employer")

Entered into, on the day of 20, at

a Contract with

at

(Hereinafter referred to as "the Contractor")

for the construction of

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of surety ship for the due and faithful fulfilment of such Contract by the Contractor.

AND WHEREAS

has/ have at the request of the Contractor, agreed to give such security.

NOW THEREFORE WE, hereby guarantee and bind ourselves jointly and severally as Sureties and Co-Principal Debtors to the Employer under renunciation of the benefits of division and excursion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R).
5. We hereby choose *domicilium citandi et executandi* for all purposes arising hereof at

IN WITNESS WHEREOF this guarantee has been executed by us at on this

day of ... 20.....

As witnesses:

1. Signature

2. Signature

Duly authorised to sign on behalf of.....

Address

.....

.....

.....

C1.4 OCCUPATIONAL HEALTH AND SAFETY

AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT IS made at

on the day of in the year

Between EKURHULENI WATER CARE COMPANY (ERWAT) (hereinafter called "the Employer") of the one part, herein represented by

In his capacity as

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998,

and

(hereinafter called "the Mandatory") of the other part, herein represented by

in his capacity as

and being duly authorized by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works be constructed, viz PROJECT NO ERW2405/03: THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

NOW THEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or engineer requiring him to commence the execution of the Works, to either –
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16 of the General Conditions of Contract 2010 (hereinafter referred to as "the GCC"), as contained in the Contract Documents pertaining to this Contract, or
 - (b) The date of termination of the Contract in terms of Clauses 9.1, 9.2, 9.3 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of the Act:
 - (i) Section 8 : General duties of Employers to their employees

- (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees
 - (iii) Section 37: Acts or omissions by employees or mandatories
 - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 of the GCC (as amended by Special Condition of Contract) and all relevant requirements of the above-mentioned Volume, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.
 - 5 The Mandatory is responsible for the compliance with the Act; the safety procedures and rules of the employer by all his subcontractors, whether or not selected and/or approved by the Employer.
 6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
 7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness hereof the parties are to set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER :

Witness Witness

(Name) (Name)
(Print) (Print)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:.....

Witness Witness

(Name) (Name)
(Print) (Print)

ANNEXURE A**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

By resolution of the board of directors passed at a meeting held on 20.....,

Mr//Ms whose signature

appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of

.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS : WITNESS :

NAME (in capitals): NAME:

C1.5 CORPORATE GOVERNANCE BREACH CLAUSE

1. Ekurhuleni Water Care Company ("ERWAT") requires [insert name of company] ("the Company") to comply, mutatis mutandis with the Code contained in the King III Report and Code of Good Corporate Governance (below "the Code") for the term of this Agreement and any extension thereof.
2. The Company irrevocably undertakes and agrees that it will, mutatis mutandis, comply with the Code for the term of this Agreement and any extensions thereof.
3. The Company acknowledges and agrees that:
 - 3.1 It is essential that the Company complies with the Code, in order to discharge all of its obligations under and in terms of the Agreement in a proper, efficient and professional manner, and
 - 3.2 ERWAT will be prejudiced and may suffer damages in the event of the Company failing to comply with the Code.
4. The Company shall be required, within seven (7) days of the end of each calendar month during the term of this Agreement (and any extensions thereof), to furnish ERWAT with a written certificate, signed by the directors of the Company [alternatively members of the Close Corporation], certifying that the Company has complied with the provisions of the Code during the preceding months.
5. ERWAT shall have the right, without assigning any reason therefore and at any time, to appoint either the Institute of Directors of South Africa or a firm of chartered accountants or attorneys, to conduct an audit of the business and affairs of the Company in order to ascertain whether the Company is indeed complying with the terms of the Code.

To this end, the Company irrevocably undertakes and agrees to co-operate fully with the party conducting such investigation for and on behalf of ERWAT and to make available to such party all such documentation and all such information as the investigation party may require to fully discharge its obligations under and in terms hereof and to report fully to ERWAT.

In the event of it being found that the Company is not complying with the Code, then ERWAT shall be entitled to (a) regard this as a breach of the agreement and (b) recover the costs of the investigation, on an attorney and client basis, from the Company. In the event of it being found that the Company is, in fact, discharging its obligations under and in terms of the Code, then ERWAT shall bear the costs incurred in such investigation. In either of the foregoing events, the Company shall be entitled to receive a copy of the written report once same has been concluded by the investigating party.

6. In the event of the Code being replaced with another Code (or similar document), then such replacement document shall replace the Code and a reference to the Code shall be deemed to be a reference to such replacement document. The reference to the Code shall be deemed to include any statutory codification of directors' obligations and duties which may be enacted in the Republic of South Africa at any time in the future.
7. In entering into this Agreement, the Company represents and warrants to ERWAT that it is familiar with the Code, that it fully understands and appreciates the rights, obligations and recommendations therein contained and agrees to be bound thereby as herein recorded.

Initial: _____



PROJECT NO: ERW2405/03

THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Schedule of Rates



PROJECT NO: ERW2405/03

THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS

C2.1 PRICING INSTRUCTIONS

1. Bidders must price for the line items as set out below. This is a rate based tender and therefore no sub totals and totals will be applicable in the pricing schedule and orders will only be generated on an as and when required basis according to the rates.
2. 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.
3. Bidders are required to price for all direct and indirect costs (*including transport, labour and other applicable fees*) relating to the execution of the contract.
4. Bidders should note that the quantity stipulated in the table below is indicative and ERWAT reserves the right to increase/decrease the quantity as the need arises.
5. Evaluation for price scoring will be done by calculating the line items in the table below to an indicative sum to determine the highest scoring bidder as provided for in the PPPFA Regulation 2022.
6. Bidders should note that the indicative values should not be construed as a total or sub-total in any way and does not limit the award to this value. Purchase orders may be issued at the rates on an as and when required basis to not exceed the available budget for such throughout the contract period.
7. Bidders are **not permitted** to add any additional pricing to ERWAT's pricing schedule nor attach their own pricing schedule to this bid.
8. Bidders must complete the pricing schedule on the official ERWAT bid document issued.
9. Failure to adhere hereto will result in bidders' submission being disqualified.

Bidders are required to complete the pricing schedule in full. Failure to complete the pricing in full will result in disqualification.

The following will be accepted to be a fully completed pricing schedule:

Bidders to indicate accurately:

A price is written/typed in Ink. No pencil or tippex will be accepted. Please note that where bidders opt to type in the prices, the original bid document will be accepted by ERWAT. The document is not to be retyped and no additional pricing schedule in the bidder's format will be accepted. In the event that there are two pricing schedules submitted by the bidder, the original issued document from ERWAT will prevail.

No charge = N/C

Included = Incl

Not applicable = N/A

Stike through will be accepted as no offer

R0 will be accepted as no charge.

If pricing is left blank, it will be accepted to be an incomplete pricing schedule.



PROJECT NO: ERW2405/03

**THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO
PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36
MONTHS**

C2.2 BILL OF QUANTITIES

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
20	Certificate of Compliance (COC)	each	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
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
4	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
5	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
6	Perimeter fence brackets option 1: Double bracket: Double bolt comb clamps Single bracket: Single bolt comb clamps	each	R	R	R
7	Perimeter fence panel option 2: Panel width: 3.050m Panel height: 2.4m Wire diameter: 3.96mm Horizontal and 5.65 vertical wire Wire type: Zinc alloy Coating: PVC Coated RAL 7021	each	R	R	R
8	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
*Provisional Sum subject to approval					R500 000.00

*Ad hoc items: Provisional sum has been included in the pricing schedule and will only be applicable where related goods are required that are not catered for in the line items in the pricing schedule, including quality verification of products. The ad hoc items will be on an as and when required basis subject to prior approval of the items being required. All appointed service providers will be requested to submit a quote and the lowest quote will be accepted (subject to the lowest quote being market related).

Payments for such services will be on actuals and supporting documentation to be submitted with such. The provisional sum value is valid for the total contract period.

NB. Warranty will take effect from the date of handover.

I, the undersigned, the authorised designated signatory, undertake to carry out the works in accordance with the conditions of contract, the specifications for the tender sum as indicated and within the time for completion as specified in the Contract.

BIDDER'S name: _____

BIDDER'S signature: _____ Date: _____

Name of Firm: _____

Address _____

Telephone number: _____

Fax Number: _____

Cellular number: _____

E Mail Address: _____

LIST OF IMPORTED ITEMS

Contractors to list all items which are not solely South African manufactured.

ITEM	DESCRIPTION	R VALUE	ROE
1			
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PROJECT NO: ERW2405/03

THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS

C3 SCOPE OF WORK

1.1. INSTALLATION, SERVICING, REPAIRS, AND MAINTENANCE OF ALL ERWAT SECURITY 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 the 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 the operation of this contract.
10. Bidder/s must be able to carry out maintenance of the 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.
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, repairs, and servicing of 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 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 apply to all security infrastructure, where applicable.**
- 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, so as to minimize the rental period. This will be on the Contract's 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 the date of installation and twelve (12) calendar months on replaced parts and/or equipment.
- d) All the works; maintenance, repairs, servicing and any new installations shall be executed in accordance with the industry's 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 requirements 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 per the agreed and approved Plan.
- (c) Planning and managing on-site maintenance activities, including:
 - (i) Assuring that the Project is run following 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 following 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 manufacturer spares shall be acceptable.

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

The Service Provider shall submit a detailed list of the equipment, parts, and materials 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, an 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 the Service Provider responsible for any equipment in the event of damage due to the 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 includes 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 the 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 the same brand cannot be repaired due to replacements of units by ERWAT, the 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 concerning the bidder's activities to be executed in terms of this contract.

3.2.6 DATA SHEETS:

The datasheets below are 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 before 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		



Contractor



Witness 1



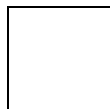
Witness 2



Employer

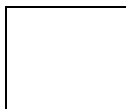


Witness 1



Witness 2

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



Contractor



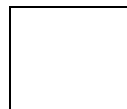
Witness 1



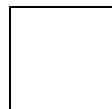
Witness 2



Employer



Witness 1



Witness 2

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



Contractor



Witness 1



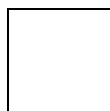
Witness 2



Employer



Witness 1



Witness 2

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 600mA	No information available.	No information available.
Power consumption	Not less than 100mA at 12.5 Vdc	Not less than 15VA	23VA
Maximum AC input voltage when the internal battery charger is supplying 580mA	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 KΩ	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 than 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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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 12.mA
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



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Witness 1



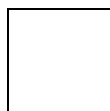
Witness 2



Employer



Witness 1



Witness 2

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) eEprom memory: Not less than 80 remotes	Not less than: Encryption: Code-Hopping Transmit - Range: 800m (Open air) Receiver - Range: 500m (Open air) eEprom Memory: 4000 codes
Frequency	403Mhz	403MHz



Contractor



Witness 1



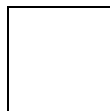
Witness 2



Employer



Witness 1



Witness 2

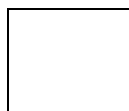
CCTV SYSTEM							
SPECIFICATIONS	BULLET CAMERA - OUTDOOR	SPECIFICATIONS	DOME CAMERA - OUTDOOR	SPECIFICATIONS	BULLET CAMERA - INDOOR	SPECIFICATIONS	DOME CAMERA - INDOOR
CAMERA		CAMERA		CAMERA		CAMERA	
Image sensor	Not less than 1/2" progressive scan CMOS	Image sensor	Not less than 1/3" progressive scan 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, AGC 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, AGC 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 1/100.000s	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 120dB	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°	DNR	Automatic/Manual	Lens	Not less than: 2.8mm, horizontal field of view: 108°	Lens	Not less than: 2.8mm, horizontal field of view: 108°



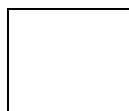
Contractor



Witness 1



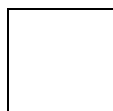
Witness 2



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Witness 1

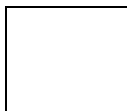


Witness 2

	Tilt: 0° to 90° Rotate: 0° to 360°				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°		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
				Day & Night	IR cut filter	Day & Night	IR cut filter
LENS		COMPRESSION STANDARD		DNR	Not less than 3 DNR		
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:	Video compression	Not less than: Mainstream: H.265/H.264



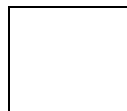
Contractor



Witness 1



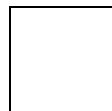
Witness 2



Employer



Witness 1



Witness 2

					Mainstream: H.265/H.264 Sub-stream: H.265/H.264/MJPEG Third stream: 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:



Contractor



Witness 1



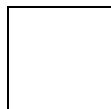
Witness 2



Employer



Witness 1



Witness 2

							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:	Protocols	Not less than IPV4 and IPV6, TCP/IP	Image enhancement	Not less than BLC/3D DNR/HLC	Sub-stream	Not less than:



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Witness 1



Witness 2



Employer



Witness 1



Witness 2

	H.265/H.264 Sub-stream: H.265/H.264/MJPEG						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
H.264+	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
H.265+	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



Contractor



Witness 1



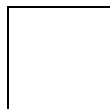
Witness 2



Employer



Witness 1



Witness 2

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



Contractor



Witness 1



Witness 2



Employer



Witness 1

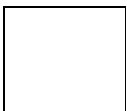


Witness 2

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, sharpness and white balance adjustable by client software or web browser		Communication interface	Not less than 1 RJ45 10M/100M self-adaptive ethernet port	Security	Not lees 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
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



Contractor



Witness 1



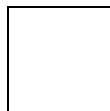
Witness 2



Employer



Witness 1



Witness 2

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



Contractor



Witness 1



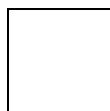
Witness 2



Employer



Witness 1



Witness 2

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, 30mA), 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-



Contractor



Witness 1



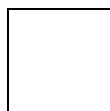
Witness 2



Employer



Witness 1



Witness 2

		recorded and post-recorded Trigger captured pictures uploading: FTP, HTTP, NAS, Email Trigger notification: HTTP, ISAPI, Email, alarm output
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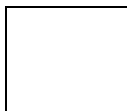
PTZ CAMERA	
SPECIFICATIONS	PTZ 1
CAMERA	
Image sensor	Not less than 1/2.8" Progressive scan CMOS
Effective pixel	Not less than 2230K pixels
Min. illumination	Not less than: Colour: 0.05 Lux @ 1.6 Black and White: 0.005 Lux @ 1.6 0 Lux with IR
White balance	Not less than auto/manual/ATW/indoor/outdoor/daylight lamp/sodium lamp
AGC	Not less than auto/manual
S/N Ratio	Not less than ≥ 50 dB
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



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Witness 1



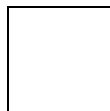
Witness 2



Employer



Witness 1



Witness 2

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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



Contractor



Witness 1



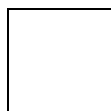
Witness 2



Employer



Witness 1



Witness 2

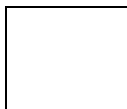
NETWORK VIDEO RECORDER	
SPECIFICATION	NVR 1
VIDEO AND AUDIO	
IP Video input	Not less than up to 32MP resolution
Incoming bandwidth	Not less than 256Mbps
Outgoing bandwidth	Not less than 256Mbps
HDMI 1 Output	Not less than 4K (3840X2160)
HDMI 2 Output	Not less than 1920x1080p/60Hz
VGA Output	Not less 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



Contractor



Witness 1



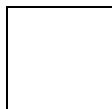
Witness 2



Employer



Witness 1

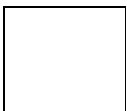


Witness 2

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 $\leq 200W$
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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



DRAFT SERVICE LEVEL AGREEMENT

Bidders should take note of the attached draft service level agreement that will be concluded upon final confirmation of award. This draft will be used as a format and structure for the final document. The contract will thus take effect on the date of the last signatory on the finalised Service Level Agreement.

Service Level Agreement (SLA)

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

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		
Mr. Mpho Makgatha	Executive Manager: Operations		
Mr. L.R Mbedzi	Project Manager		
XXXXXXX	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

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

(HEREINAFTER REFERRED TO AS “**THE SERVICE PROVIDER**”)

1. PREAMBLE

WHEREAS ERWAT has awarded Bid Number. ERW2405/03 to XXXXX and it accepted the bid for THE APPOINTMENT OF ACCREDITED SERVICE PROVIDER FOR THE PROVISION OF MAINTENANCE AND REPAIRS OF SECURITY INFRASTRUCTURE AND EQUIPMENT: PERIMETER FENCES (INVLSLBLE WALL/MASH WIN AND CONCNTTE PALISADE), ELECTRIC FENCE, COATED STEEL SLIDING GATES ELECTRIFIED FENCE, GATE MOTORS, ELECTRONIC BOOM GATES, ACCESS CONTROL SYSTEM, INTRUDER ALARM SYSTEMS AND SURVEILLANCE SYSTEM TO ERWAT,

as per the scope of work attached herewith as Annexure 1, Pricing Instructions as Annexure 2 and General Conditions of Contract (GCC) as Annexure 3, and also included in the Bid document;

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: ERWXXXX 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: **ERW2405/03** 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: **ERW2405/03**
- 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 MAINTENANCE AND REPAIRS OF SECURITY INFRASTRUCTURE AND EQUIPMENT: PERIMETER FENCES (INVLSLBLE WALL/MASH WIN AND CONCNTE PALISADE), ELECTRIC FENCE, COATED STEEL SLIDING GATES ELECTRIFIED FENCE, GATE MOTORS, ELECTRONIC BOOM GATES, ACCESS CONTROL SYSTEM, INTRUDER ALARM SYSTEMS AND SURVEILLANCE SYSTEM TO ERWAT.**
- 2.1.5 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;
- 2.1.6 “The parties”** – shall mean **ERWAT** (Employer or Client) and **XXXXXXXXXX** (The SERVICE PROVIDER).
- 2.1.7 “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.
- 2.1.8 “Managing Director”** – shall mean ERWAT’s Accounting Officer or his duly authorised representative.
- 2.1.9 “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.
- 2.1.10 “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 of the last signatory on the Service Level Agreement.
- 2.1.12 “Effective date or Start date”** – shall refer to the date on which the “Purchase Order” is issued 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 “OHS”** means the Occupational Health and Safety Act, No. 85 of 1993;
- 2.1.19 “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.
- 5.2 The contract will commence on the last signature date of the Service Level Agreement or as stated otherwise and in writing.
- 5.3 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.
- 5.4 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.
- 5.5 **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 whatsoever. 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's 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

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

- (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.

All invoices/tax invoices and statements must comply with the **VAT Act No 89 of 1991** before payment can be effected. Any penalties incurred by ERWAT from SARS in relation to any VAT issues in connection with the invoice will be for the account of the service provider.

11. GENERAL REQUIREMENTS

- 11.1. 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.
- 11.2. No ERWAT property and/or any contract equipment may be removed from site without written or verbal permission from the authorised personnel from the security department or delegate.
- 11.3. 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.
- 11.4. A project and quality control plan will be required for any repairs, refurbishing and installation of equipment.
- 11.5. In cases whereby the services of subcontractors are utilised, the service provider shall remain accountable for the repairs and or installation of the equipment for the duration of the WARRANTY.
- 11.6. 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.
- 11.7. ERWAT reserves the right to hold service provider accountable for any equipment that will be damaged due to the service provider's negligence or poor workmanship.
- 11.8. 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.

- 11.9. 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.
- 11.10. If no parts are available, the service provider must submit a detailed written report that includes a costed proposal to address the requirement.
- 11.11. All consumables will be included where required.
- 11.12. **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.**
- 11.13. 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 service provider's account.
- 12.3. Service provider should also provide environmentally friendly solutions, preferably in compliance with occupational health and safety act and all other legislative provisions.
- 12.4. 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 they will form part of the service level agreement and is not part of the evaluation criteria.

13. RESPONSE TIME

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

14. PENALTIES

The Contractor will be penalised in terms of Clause 22 of the National Treasury General Conditions of Contract attached hereto.

15. PERFORMANCE MANAGEMENT SYSTEM

- 15.1. The Performance management system will be implemented in compliance with the applicable legislation.
- 15.2. The SERVICE PROVIDER shall be subjected to a performance evaluation, conducted on a monthly basis.
- 15.3. An example of a performance evaluation form is contained in **Annexure E**.

16. SITE LOCATION AND WORKING HOURS

- 16.1. The services shall be rendered at all ERWAT sites and also as dictated by the special requirements, outside of the sites.
- 16.2. 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.

17. DAMAGE TO EXISTING

- 17.1. 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.
- 17.2. Any damage to an existing service must be reported to ERWAT immediately and reasons and circumstances for the damage must be submitted in writing.
- 17.3. 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.

18. DOMICILE AND NOTICES

- 18.1. 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:

EKURHULENI WATER CARE COMPANY

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

THE SERVICE PROVIDER

Physical:	XXX XX XX XX
Tel no -	XXXXX
Email Address:	XXXX

- 18.2. 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.
- 18.3. Any notice given or any payment made by any party to any other ("addressee") which is:

- 19.3.1 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;
- 19.3.2 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.
- 19.3.3 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.
- 19.3.4 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.
- 19.3.5 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

19. LIMITATION OF LIABILITY

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.

20. CONFIDENTIALITY

- 20.1. 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:
- 21.1.1 The contractual and financial arrangements between ERWAT and other bidders;
- 21.1.2 ERWAT's financial matters;
- 21.1.3 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.
- 21.1.4 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-
- 21.1.5 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;
- 21.1.6 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.

21. PUBLICITY

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 party 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.

22. CESSION OF RIGHTS

- 22.1. Save as otherwise expressly stipulated in this Agreement, this Agreement is personal to the parties;
- 22.2. 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.

23. WAIVER OF RIGHTS

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.

24. AMENDMENT OR VARIATION OF THIS AGREEMENT

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

25. 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 _____ 20_____.

AS WITNESSES:

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

SIGNED at _____ on this _____ day of _____ 20_____.

AS WITNESSES:

1. _____
Duly authorised for and on behalf of
XXXXXXXXXX
2. _____

ANNEXURE “A”

A1. AUTHORITY OF SIGNATORY

ANNEXURE “B”

SCOPE OF WORKS

ANNEXURE “C”

PRICING SCHEDULE/BILL OF QUANTITIES

ANNEXURE "D"

D1. GENERAL CONDITIONS OF CONTRACT, JULY 2010

ANNEXURE "E"

E1. PERFORMANCE MANAGEMENT SYSTEM

ANNEXURE “F”

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 2024/2025, 2025/2026 and 2026/2027 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 and will be annexed to the SLA.

The **Operations - Loss Control Department** will monitor performance on a monthly basis 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.

EXTERNAL SERVICE PROVIDERS

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

CONTRACT NUMBER AND DESCRIPTION	ERW2405/03: THE APPOINTMENT OF SUITABLY QUALIFIED, AND EXPERIENCED SERVICE PROVIDER/S TO PROVIDE REPAIRS AND MAINTENANCE FOR ALL ERWAT SECURITY INFRASTRUCTURE FOR 36 MONTHS		
SUCCESSFUL BIDDER	XX		
PROCESS OF PROCUREMENT	Open tender process (CIDB/Panel/Closed tender process/Regulation 36/Section 110/Other)		
TERM OF CONTRACT	XX/XX/20XX TO XX/XX/20XX (Once off)		
RESPONSIBLE PERSON FOR ASSESSMENT & COMPLETION OF PERFORMANCE REPORT	EXECUTIVE MANAGER: (OPERATIONS)	MR: MPHO MAKGATHA	
	PROJECT MANAGER	MR: MATTHEWS MASOOA	
TARGET DATE FOR ASSESSMENT OF PERFORMANCE , e.g. Monthly/Quarterly/Annually	MONTHLY	PERIOD OF REVIEW	_____/_____/2025

KEY PERFORMANCE AREA	KEY PERFORMANCE INDICATOR	RESPONSIBLE PERSON & TARGET DATE	COMPLIANCE & DATE	COMPLIANCE RATINGS EXCELLENT =2 GOOD = 1 AVERAGE = 0 POOR = -1	DEVIATIONS, IF ANY, PROVIDE REASONS	AGREED RECTIFICATION MEASURES TO COMPLY
A. OPERATIONAL KPI's (TO BE COMPLETED BY RELEVANT DEPARTMENT IN LINE WITH SCOPE OF WORKS)						
Were monthly inspection reports submitted timeously						
Were response timelines met as stipulated in the SLA						
Equipment installed in line with specification						
Project Manager on site as required						

KEY PERFORMANCE AREA	KEY PERFORMANCE INDICATOR	RESPONSIBLE PERSON & TARGET DATE	COMPLIANCE & DATE	COMPLIANCE RATINGS EXCELLENT = 2 GOOD = 1 AVERAGE = 0 POOR = -1	DEVIATIONS, IF ANY, PROVIDE REASONS	AGREED RECTIFICATION MEASURES TO COMPLY
Project meeting attended by bidder's project team						
Installation team trained on the installed equipment						
Proper training given to end user						
Monthly once-off inspection and maintenance as per set and agreed plans						
Asset Job Card submitted for each unit containing details such as date, nature of work conducted, list of parts replaced, value and guarantee period.						
Were all industry registrations as prescribed by the Private Security Industry Regulation Act 2001, (Act No. 56 of 2001) met.						
Were the repair times in line with the requirement mentioned in the SLA						

ACCEPTED AND AGREED UPON ON BEHALF OF SERVICE PROVIDER:

NAME AND SURNAME
DELEGATED AUTHORISED PERSON
ERWAT Performance Evaluation

SIGNATURE

_____/_____/2025
DATE

ACCEPTED AND AGREED UPON ON BEHALF OF ERWAT:

_____/_____/2025
NAME AND SURNAME: MATTHEWS MASOOA SIGNATURE DATE
PROJECT MANAGER/SUPERVISOR

_____/_____/2025
NAME AND SURNAME: MPHO MAKGATHA SIGNATURE DATE
EXECUTIVE MANAGER: OPERATIONS

B. KPI (TO BE COMPLETED BY SCM - ANNUALLY)					
			COMPLY	NON COMPLIANCE	AGREED RECTIFICATION MEASURES TO COMPLY
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 turn-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: XXXXX - 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 at all times. 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			

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: ____ / ____ / ____	DATE: ____ / ____ / ____