



# REQUEST FOR BID PROFESSIONAL SERVICES

Form No: RW SCM 00049 F  
Revision No: 10  
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**BID NUMBER: RW10414754/26**

## PROVISION OF PHYSICAL SECURITY SERVICES AT RAND WATER SITES, INCLUDING AREAS WHERE RAND WATER IS PROVIDING A SERVICE FOR A PERIOD OF FIVE (5) YEARS

<b>ISSUE DATE:</b>	13 MARCH 2026		
<b>NON-COMPULSORY BRIEFING SESSION DATE:</b>	N/A		
<b>BRIEFING SESSION VENUE:</b>	N/A		
<b>CLOSING DATE:</b>	17 APRIL 2026 AT 12:00 PM		
<b>SITE VIEWING DATE/S</b>	N/A		

BIDDER INFORMATION				
<b>BIDDER NAME</b>				
<b>POSTAL ADDRESS</b>				
<b>STREET ADDRESS</b>				
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
<b>CELLPHONE NUMBER</b>				
<b>E-MAIL ADDRESS 1</b>				
<b>E-MAIL ADDRESS 2</b>				
<b>VAT REGISTRATION NUMBER</b>				
<b>SUPPLIER COMPLIANCE STATUS</b>	<b>TAX COMPLIANCE SYSTEM PIN:</b>		<b>CENTRAL SUPPLIER DATABASE No:</b>	MAAA.....
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</b>	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>B-BBEE STATUS SWORN AFFIDAVIT (EMEs and QSEs)</b>	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
<b>CONTACT PERSON</b>	SANDISILE ZULU	<b>CONTACT PERSON</b>	TSHEPO MORARE
<b>TELEPHONE NUMBER</b>	011 682 0708	<b>TELEPHONE NUMBER</b>	011 682 0708
<b>E-MAIL ADDRESS</b> <small>(Submissions must be made to this address)</small>	sazulu@randwater.co.za	<b>E-MAIL ADDRESS</b>	tmoreare@randwater.co.za



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## SECTION A: BID

### PART T1: BIDDING PROCEDURES

#### T1.1. BID NOTICE AND INVITATION TO BID

<b>Rand Water invites bids for the PROVISION OF PHYSICAL SECURITY SERVICES AT RAND WATER SITES, INCLUDING AREAS WHERE RAND WATER IS PROVIDING A SERVICE FOR A PERIOD OF FIVE (05) YEARS</b>	
<b>Procurement Procedure</b>	Rand Water uses a single volume approach.
<b>Awarding Strategy</b>	<p>The number of suppliers to be awarded this bid is up to a maximum of <b>three (03)</b>.</p> <p>Where a service provider has scored the highest in all packages (Areas) Rand Water reserves the right to appoint the second-ranking service provider to ensure fair distribution of work and to fulfil the multiple award principle in line with Rand water policies.</p>
<b>Access to the Bid Documents</b>	<p>The bid documents are downloadable on the National Treasury e-Tender Publication portal which can be accessed through the following link: <a href="http://www.etenders.treasury.gov.za">http://www.etenders.treasury.gov.za</a>.</p> <p>No bid documents will be issued to Contractors at site meetings. Please ensure that bid documents have been downloaded from the National Treasury e-Tender Publication portal prior to the site meeting date.</p> <p>Bids shall only be submitted on the bid documentation that is issued by the Employer. This bid document (as issued through the National Treasury e-Tender Publication portal) must be submitted in full together with the returnable documents.</p>
<b>Bid Clarifications</b>	<p>Bidders can seek clarification by no later than <b>fifteen (15)</b> calendar days before the bid closing date.</p> <p>Rand Water will provide a final response on clarifications by no later than <b>ten (10)</b> calendar days before the closing date.</p>
<b>Bid Addenda</b>	Rand Water shall issue addenda, where applicable, by no later than <b>ten (10)</b> calendar days before the closing date. Bid addenda will be published on the e-Tender Publication Portal.
<b>Bid Submission Location</b>	<p>Bids must be submitted before or on closing date and time at the following address:</p> <p><i>Rand Water Head Office   522 Impala Road   Glenvista   2058 (in the Bid Submissions Box at the Main Gate)</i></p>
<b>Bid Validity</b>	To be valid for <b>180</b> days after closing date

**BID DESCRIPTION: PROVISION OF PHYSICAL SECURITY SERVICES AT RAND WATER SITES,  
INCLUDING AREAS WHERE RAND WATER IS PROVIDING A SERVICE, FOR A DURATION OF FIVE (5)  
YEARS**



	Rand Water reserves the right to extend the validity period.
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## T1.2. BID DATA

The Standard Conditions for Bidding are outlined below and must be read in conjunction with the applicable procurement legislative prescripts:

CLAUSE NUMBER	BID DATA
T1.2.1	The Employer is Rand Water.
T1.2.2	The bid documents issued by the Employer are detailed on the contents page of this bid document.
T1.2.3	The Employer's Representative/s is stated on the cover page of this bid document.
T1.2.4	The Employer shall evaluate this bid in accordance with the evaluation criteria stated in this bid.
T1.2.5	The arrangement for a non-compulsory site meeting (where applicable) is as stated in the Notice and Invitation to Bid.
T1.2.6	The due date for seeking clarification is as stated in the Bid Notice and Invitation to Bid.
T1.2.7	<p>Bidders may propose alternative bid offer only if the main tender offer, strictly in accordance with all the requirements of this bid document, is also submitted as well as a schedule that compares the requirements of this bid document with the alternative requirements that are proposed.</p> <p>An alternative bid offer will only be considered if the main bid offer is the winning bid. Additionally, the following statements shall apply:</p> <ul style="list-style-type: none"> <li>• 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 complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals.</li> <li>• Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions.</li> <li>• Pricing Data must reflect all assumptions in the development of the pricing proposal.</li> <li>• <i>The pricing of the alternative bid offer may not exceed the pricing of the main bid offer.</i></li> </ul> <p>Acceptance of an alternative bid offer will mean acceptance in principle of the offer. In the event that the alternative bid offer is accepted, it will be a contractual obligation for the Contractor to accept full responsibility and liability that the alternative bid offer complies in all respects with the Employer's standards and requirements.</p>
T1.2.8	<p>Bidders must submit one (1) original bid document and returnables.</p> <p>USB flash drive with pdf format of the bid document and returnables may be provided in addition of the required document.</p>

	<p>The Employer's address for delivery of the bid offers is stated in the Bid Notice and Invitation to Bid.</p> <p>The bid submission must be sealed and endorsed with both the bid number and the description of the bid, as it appears on the front cover of this bid.</p>
T1.2.9	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
T1.2.10	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
T1.2.11	<p>The bid offer validity period is as stated in the Bid Notice and Invitation to Bid.</p> <p><i>No bid substitutions will be allowed after the closing date and time.</i></p>
T1.2.12	See 2.1 List of Returnable Documents for a comprehensive list of certificates and additional documents required for submission with this bid.
T1.2.13	<p><i>Rand Water's evaluation process comprises of the following steps. Specific criteria to be utilised for this bid are contained in <u>T1.3 Evaluation Criteria</u></i></p> <p><b>a) Test for responsiveness/Pre - qualification</b>  <i>Refer to the criteria as stated in T1.3 of this bid document. All test for responsiveness must be met in order for the bid submission to be considered further.</i></p> <p><b>b) Functionality evaluation</b>  <i>Refer to the criteria as stated in T1.3 of this bid document. A minimum score of 70 points must be obtained for the bid submission to be considered further.</i></p> <p><b>c) Preference Point System</b>  <i>The (90/10) Preferential Point System will be used to evaluate price and specific goal on received written price quotations. Where 90 will be allocated for Price and 10 for the Specific goals.</i></p> <p><b>i. Price Analysis</b></p> <p><b>ii. Specific Goal</b></p> <p>Rand Water specific goal is to empower previously disadvantaged designated groups. This specific goal will be evaluated and measured by using the SANAS accredited B-BBEE certificate or sworn affidavit for QSE or EME or the dtic B-BBEE certificate.</p> <p><b>Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</b></p> <p><b>WHERE PROCUREMENT VALUE IS R0 &lt; R50 000 000 (INCL. VAT):</b></p> $P_s = 80 * \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

**WHERE PROCUREMENT RAND VALUE IS >= R50 000 000 (INCL. VAT):**

$$P_s = 90 * \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

***Rand Water does not bind itself to accept the bid with the lowest price***

**BBBEE STATUS (P<sub>p</sub> = 10/20 maximum)**

Quantification of procurement contribution to B-BBEE

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of point (90/10 system)</b>
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Bidders will not be disqualified from the bidding process for not submitting a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. ***Such a bidder will score zero (0) out of maximum of 10/20 for B-BBEE***

**d) Objective Criteria**

*Refer to the criteria as stated in T1.3 Evaluation Criteria of this bid document.*

A bid must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems (price and B-BBEE points), unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the bid to another bidder.

**SUMMARY**

The total number of functionality/ quality (PF) shall be the sum total of the product of quality criteria by weight allocated.

The total number of adjudication points (PT) shall equal the sum of the bid price points (Ps) and the BBBEE status points (PP) i.e.

	<p><b>PT = P<sub>s</sub> + PP</b></p> <p><b>Rand Water does not bind itself to accept the bid with the highest number of adjudication points.</b></p>
T1.2.14	Rand Water shall provide to the successful bidder the signed copy of the contract after completion and signing of the form of offer and acceptance.

### T1.3. EVALUATION CRITERIA

#### T1.3.1. TEST FOR RESPONSIVENESS

1. Fully Completed and signed Form of Offer.
2. A valid Company Letter of Good Standing from the Department of Labour or an Accredited institution.
3. A valid Company PSIRA (Private Security Industry Regulatory Authority) Letter of Good Standing.
4. A valid Company PSIRA (Private Security Industry Regulatory Authority) registration certificate.
5. A company Director valid PSIRA (Private Security Industry Regulatory Authority) registration certificate.
6. Valid Letter of Good Standing from the National Bargaining Council for the Private Security Sector.
7. Valid company ICASA (Independent Communications Authority of South Africa) radio license in the name of the bidder or a valid lease agreement signed by both parties (Lessor and Lessee)
8. Valid SAPS (South African Police Services) issued Firearms Competency Certificate for company Director or appointed official (Responsible Person).
9. SAPS (South African Police Services) Listing of Firearms with a minimum of **174 Handguns** (pistols only) and a minimum of **46 Rifles** and **50 Shotguns** in the name of the bidder.



**T1.3.2. FUNCTIONALITY EVALUATION**

Bid submissions will be evaluated on the criteria outlined in items (A-F) below. Each Item (A to F) has an assigned “Weight” and “Rating” scale. During the evaluation process, Bidders shall be assigned a “Rating” for each item in A to F.

The maximum “Score” that a Bidder can achieve will be equal to the “Weight” for a particular item. The Total Scores of each functionality criterion will be multiplied by its weight and then the total score summed up to a total score out of 100.

**Responses are required to meet a minimum of 70 percent to be further evaluated.**

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
A.	<p><b><u>Record of Previous Experience relevant to the current scope/ work (with contactable client ref.)</u></b></p> <p>This is based on contractor history and managing security contracts that have a minimum of 250 security officers for a minimum period of three (03) years. The reference must be written confirmation from clients and may include a completion certificate.</p> <p><b>NOTE:</b>            A company reference must state the number of security officers per reference letter. All letters must have a minimum of 250 security officers for a minimum of three (03) years.</p>	T2.2.10	25	<p><b>4-point scale</b></p> <p><b>Unacceptable – 0%</b></p> <ul style="list-style-type: none"> <li>- No Submission</li> <li>- Submission of reference letter of less than 250 security officers.</li> </ul> <p><b>Weak – 33.3%</b></p> <p>Between One (1) and two (2) reference letters with a minimum of three (03) years of unbroken service or contract period.</p> <p><b>Moderate – 66.7%</b></p> <p>Between three (03) and four (04) reference letters with a minimum of three (03) years of contract period.</p> <p><b>Good – 100%</b></p> <p>Between five (5) and six (6) reference letters with a minimum of three (03) years of contract period</p>
B.	<p><b><u>Human Resource Capacity</u></b></p> <p>Adjudicated based on Human Resource Capacity Schedule (CV's, Certificates).</p> <p>1.Manager Grade A            2.Supervisor Grade B</p> <p>All the above team members CVs must each have a valid SASSETA and or PSIRA Accredited Dog Training Certificate (SAQA IDs 243190, 120463 and 24188)</p>	T2.2.11	25	<p><b>4 -point scale</b></p> <p><b>Unacceptable – 0%</b>            No Submission</p> <p><b>Weak- 33.3%</b></p> <p>Project Team Members List including</p> <p>Between 1 and 2 Managers Grade A            Between 1 and 2 Supervisors Grade B</p> <p>Failure to provide one of the above valid certificates will result to zero scoring.</p>

	<b>CRITERION</b>	<b>RETURNABLE SCHEDULE REFERENCE</b>	<b>WEIGHTING</b>	<b>RATING SCALE</b>
	<p>The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work.</p>			<p><b>Moderate – 66.7%</b></p> <p>Project Team Members List including</p> <p>Between 3 and 4 Managers Grade A Between 3 and 6 Supervisors Grade B</p> <p>Failure to provide one of the above valid certificates will result to zero scoring</p> <p><b>Good – 100%</b></p> <p>Project Team Members List including</p> <p>Between 5 and 6 Managers Grade A Between 7 and 10 Supervisors Grade B</p> <p>Failure to provide one of the above valid certificates will result to zero scoring.</p>
C.	<p><b><u>Equipment Resource Capacity</u></b></p> <p>Adjudicated based on Equipment Resource Capacity (vehicles and Service Dogs).</p> <ol style="list-style-type: none"> <li>1. Vehicles – Double Cab Bakkies (Ballistic Level 6 Armoured)</li> <li>2. Security Service Dogs</li> </ol> <p>The purpose is to establish an overall picture of the company's equipment resource capacity and ability to undertake the work.</p> <p>Rand Water will confirm the information submitted when conducting due diligence.</p>	T2.2.12	35	<p><b>4-point scale</b></p> <p><b>None – 0%</b> Unacceptable Submission of equipment resource capacity list that <b>excludes</b> Double-Cab Bakkies (Ballistic level- 6 Armoured vehicles) and Service Dogs.</p> <p><b>Weak – 33.3%</b> Submission of equipment resource capacity list that has less than 04 Double- Cab Bakkies (Ballistic level- 6 Armoured vehicles) and less than 10 service dogs</p> <p><b>Moderate – 66.7%</b></p> <p>Submission of equipment resource capacity list that has between 05 and 07 Double-cab Bakkies (Ballistic level- 6 Armoured vehicles) and between 11 and 20 Service Dogs.</p> <p><b>Good – 100%</b> Submission of detailed equipment resource capacity list that has between 08 and 10 Double-cab Bakkies (Ballistic level 6 Armoured</p>



**RAND WATER**

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
				vehicles) and between 21 and 30 Service Dogs
D.	<b><u>Risk Introduced by Bid Qualifications (e.g. limitations, assumptions, limited liability etc.)</u></b>	T2.2.5	5	<p><b>2-point scale</b></p> <p><b>Significant – 0%</b> Bid qualifications submitted by the bidder adversely change the bid scope.</p> <p>Significant qualifications may result in bid submissions being deemed non-responsive, should the bidder/s opt to retain such qualifications after consultation by Rand Water.</p> <p><b>None – 100%</b> No bid qualification/s submitted</p>
E.	<b><u>Project Risk Management</u></b>  As per risk register provided	T2.2.16	5	<p><b>3-point scale</b></p> <p><b>None – 0%</b> No response provided to Project Risk Management section or responses provided are not relevant to the identified risks.</p> <p><b>Moderate – 66.7%</b> Relevant responses were provided to some of the risks outlined in this bid.</p> <p><b>Good – 100%</b> Relevant responses were provided to the risks outlined in this bid and further relevant risks were identified, classified and a response strategy and actions were provided by the bidder.</p>
F.	<b><u>SHERQ</u></b>  Adjudicated based on Contractors Health & Safety Policy, Plan and documentation submitted	R 1.10	5	<p><b>2-point scale</b></p> <p><b>Unacceptable – 0%</b> Non-submission</p> <p><b>Acceptable – 100%</b> Relevant submission is provided.</p>
<b>TOTAL</b>			<b>100</b>	

### T1.3.3. PREFERENCE POINT SYSTEM

The **90/10** will be applied in this bid.

### T1.3.4. OBJECTIVE CRITERIA

Rand Water shall apply objective criteria in accordance with the PPPFA.



**Rotation of suppliers for bids will be done on the following conditions:**

- a) Aggregate value of R250 million (inclusive of all taxes) awarded in a financial year.
- b) Where an award to be made to the bidder results in the cumulative value exceeding the rotation threshold for bids, that award can be made which will constitute the last award to the supplier in the financial year.
- c) As its objective criteria, Rand Water shall therefore not award to a Bidder that scores the highest points, if such Bidder has already exceeded the rotation threshold for bids.
- d) In cases where the bidder who has been awarded more than R250 million in the financial year is the **only successful respondent**, Rand Water reserve the right to assess the risk and evaluate accordingly.

**PART T2: RETURNABLE DOCUMENTS**

**T2.1. LIST OF RETURNABLE DOCUMENTS**

**T2.1. LIST OF RETURNABLE DOCUMENTS**

**ALL RETURNABLES ARE REQUIRED FOR PURPOSES OF EVALUATION IRRESPECTIVE OF WHETHER THEY ARE DESIGNATED MANDATORY OR NOT.**

**T2.1.1 Returnable required at Tender closing (disqualifiable):**

These returnables are required to be fully completed, signed (if required on the returnable) and submitted with the bid at Bid closing date and time. If not fully completed, signed (if required on the returnable) and/or submitted by Bid closing, the bidder will be disqualified.:

No.	Description	Action Required
1.	Test for responsiveness/ Pre-qualifiers (List as per T1.3.1)	Attach copies
2.	Pricing Schedule / Bill of Quantities (BoQ)	Attach copy
3.	<ul style="list-style-type: none"> <li>• Compulsory Enterprise Questionnaire</li> <li>• SBD 6.1 Preference Points</li> <li>• SBD 4 Bidder's Disclosure</li> </ul>	<ul style="list-style-type: none"> <li>• Complete and fully sign T.2.2</li> <li>• Complete and fully sign SBD 6.1</li> <li>• Complete and fully sign SBD 4</li> </ul>
4.	Resolution Letter for the Main Contractor (a letter authorising the person completing the bid to sign on behalf of the company)	Attach copy

**T2.1.2 Returnable required at Tender Closing date and time for evaluation**

These returnables are required to be submitted at bid closing date and time. A bidder that does not submit the required returnable at stipulated deadline or submits an incomplete returnable; will not be disqualified but will be scored accordingly.

No.	Description	Action Required
1.	• Refer to Functionality evaluation T1.3.2 for required documents.	• Submit document as referenced in T1.3.2
2.	• B-BBEE or Sworn affidavit certificate	• Attach copy
3.	<ul style="list-style-type: none"> <li>• Requirements with regard to fluctuations in the cost of labour and materials</li> <li>• FOB Prices of imported equipment/materials for which foreign exchange would be required and importing charges.</li> </ul>	<ul style="list-style-type: none"> <li>• Complete T2.2.6</li> <li>• Complete T2.2.7</li> </ul>

**BID DESCRIPTION: PROVISION OF PHYSICAL SECURITY SERVICES AT RAND WATER SITES,  
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YEARS**



**RAND WATER**

4.	<ul style="list-style-type: none"> <li>3-year financial statements (audited in accordance with the organisation's relevant PI score, however limited to a minimum assurance level of an Independent Review). In addition, the current year's management report must be submitted i.e. (Income statement, Balance sheet and cash flow statement)</li> </ul>	<ul style="list-style-type: none"> <li>Attach copies</li> </ul>
5.	<ul style="list-style-type: none"> <li>Declaration of Insurance</li> </ul>	<ul style="list-style-type: none"> <li>Complete T2.2.6</li> </ul>



## T2.2. RETURNABLE SCHEDULES

### T2.2.1. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CSD Number:** \_\_\_\_\_

**Section 4: Particulars of sole proprietors and partners in partnerships:**

Name *	Identity Number *	Personal income tax number *

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration Number:	_____
Close Corporation number:	_____
Tax reference number:	_____

**Section 6: SBD 4 issued by National Treasury must be completed for this bid.**

**Section 7: SBD 6.1 issued by National Treasury must be completed for this bid.**

I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the employer to verify the Bidders tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Name of Bidder: \_\_\_\_\_

Signed by or on behalf of Bidder: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_



### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
.....  
.....

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**SBD 6.1**

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

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

The applicable preference point system for this tender is the 90/10 preference point system.

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The 90/10 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.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

**2. DEFINITIONS**

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

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

**3.1. POINTS AWARDED FOR PRICE**

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

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

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





below.

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
1	10	
2	9	
3	6	
4	5	
5	4	
6	3	
7	2	
8	1	
Non-compliant contributor	0	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number:  
 .....

4.5. TYPE OF COMPANY/ FIRM

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



State Owned Company  
[TICK APPLICABLE BOX]

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

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

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**T2.2.2. PROPOSED SUBCONTRACTORS**

We notify the Employer that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then on official award of Contract by the Employer to us, this list duly signed below shall be binding between us.

**The appointment of the proposed Subcontractors shall be subject to the approval of the Employer.**

Please note it is compulsory to declare the percentage of work to be completed by the Subcontractor.

Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1)		
2)		
3)		
4)		
5)		

Name of Bidder: \_\_\_\_\_

Signed by or on behalf of Bidder: \_\_\_\_\_

Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

**T2.2.3. ALTERNATIVE BID**

- T2.2.4.1. Alternative bids will be accepted on the conditions described in T1.2 Bid Data (CIDB Clause C2.12)
- T2.2.4.2. Should the Bidder wish to submit an alternative bid he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his bid and referred to hereunder, failing which the bid will be deemed to be unqualified.
- T2.2.4.3. If no departures or modifications are described, the schedule shall be marked NIL and signed by the Bidder.

Page	Item	Proposed alternative	Price saving (if any) to the Employer if proposal is accepted

Name of Bidder: \_\_\_\_\_

Signed by or on behalf of Bidder: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_





**T2.2.6. DECLARATION OF INSURANCES**

I/We hereby declare that the insurance policies enumerated below have been effected by me/us in accordance with the Contract Data.

Cover effected	Insurer	Policy	Expiry date
COID			
Unemployment Insurance			
Employer's Liability			
Motor Vehicle Liability			
Contractor's Equipment			
Manufacturing/Fabrication Premises			
Professional Indemnity	as applicable		
Public Liability Cover (R10 Million)			

**Table T2.2.6: Declaration of Insurance**

Copies of the abovementioned policies are attached.

In respect of COID, a copy of the current receipt and letter of good standing is attached.

Name of Contractor: \_\_\_\_\_

Signed by or on behalf of Contractor: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

**T2.2.7. RECORD OF PREVIOUS EXPERIENCE, QUALITY OF WORKMANSHIP AND SAFETY**

The Bidder shall provide details of **completed** works (similar to the work set out in this bid). Individuals listed as references must be contactable and willing to provide information relating to the performance of the Bidder (in terms of safety and health, workmanship, documentation, timeous completion, etc.). In order to verify the quality of workmanship, an inspection of the works may also be undertaken should Rand Water deem it necessary.

The Bidder must take into cognisance the functionality criteria in providing the record of previous experience. Information must be provided in the following format:

<b>Description of Works</b>	
Project Title :	
High level project description:	
Client :	
Contract No. :	
Contract Value (excl. VAT) :	
Role <sup>(Note 1)</sup> :	
Award Date :	
Completion Date :	
Location of Works :	
Project Manager :	
Construction Manager :	
<b>Contact Details of Reference at Client Company</b>	
Name :	
Position Held :	
Tel :	Cell :
Fax :	email :
<small>Note 1 – Role refers to the Contractor’s responsibility w.r.t. the claimed experience. For example Single Contractor, Main Contractor but with electrical sub – contractor, Sub – contractor for civil construction etc.</small>	

Name of Bidder:

Signed by or on behalf of Bidder: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

**T2.2.7. RECORD OF PREVIOUS EXPERIENCE, QUALITY OF WORKMANSHIP AND SAFETY**

The Bidder shall provide details of **completed** works (similar to the work set out in this bid). Individuals listed as references must be contactable and willing to provide information relating to the performance of the Bidder (in terms of safety and health, workmanship, documentation, timeous completion, etc.). In order to verify the quality of workmanship, an inspection of the works may also be undertaken should Rand Water deem it necessary.

The Bidder must take into cognisance the functionality criteria in providing the record of previous experience. Information must be provided in the following format:

<b>Description of Works</b>	
Project Title :	
High level project description:	
Client :	
Contract No. :	
Contract Value (excl. VAT) :	
Role <sup>(Note 1)</sup> :	
Award Date :	
Completion Date :	
Location of Works :	
Project Manager :	
Construction Manager :	
<b>Contact Details of Reference at Client Company</b>	
Name :	
Position Held :	
Tel :	Cell :
Fax :	email :
<small>Note 1 – Role refers to the Contractor’s responsibility w.r.t. the claimed experience. For example Single Contractor, Main Contractor but with electrical sub – contractor, Sub – contractor for civil construction etc.</small>	

Name of Bidder: \_\_\_\_\_

Signed by or on behalf of Bidder: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

**T2.2.7. RECORD OF PREVIOUS EXPERIENCE, QUALITY OF WORKMANSHIP AND SAFETY**

The Bidder shall provide details of **completed** works (similar to the work set out in this bid). Individuals listed as references must be contactable and willing to provide information relating to the performance of the Bidder (in terms of safety and health, workmanship, documentation, timeous completion, etc.). In order to verify the quality of workmanship, an inspection of the works may also be undertaken should Rand Water deem it necessary.

The Bidder must take into cognisance the functionality criteria in providing the record of previous experience. Information must be provided in the following format:

<b>Description of Works</b>	
Project Title :	
High level project description:	
Client :	
Contract No. :	
Contract Value (excl. VAT) :	
Role <sup>(Note 1)</sup> :	
Award Date :	
Completion Date :	
Location of Works :	
Project Manager :	
Construction Manager :	
<b>Contact Details of Reference at Client Company</b>	
Name :	
Position Held :	
Tel :	Cell :
Fax :	email :
<small>Note 1 – Role refers to the Contractor’s responsibility w.r.t. the claimed experience. For example Single Contractor, Main Contractor but with electrical sub – contractor, Sub – contractor for civil construction etc.</small>	

Name of Bidder: \_\_\_\_\_

Signed by or on behalf of Bidder: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

## T2.2.8. HUMAN RESOURCE CAPACITY SCHEDULE

The aspects covered by T2.2.8.1, T2.2.8.2 and T2.2.8.3 will be viewed in conjunction with each other to establish an overall picture of the Bidder's capacity and ability to undertake the work specified in this document.

### T2.2.8.1. Project Team Organogram vs. Company Organogram

The Bidder shall detail in the block below their company organogram and the Resources dedicated to this contract must be clearly indicated. In addition, sub-contractor and Joint-Venture arrangements must be clearly indicated:

cont.



**T2.2.8.3. List of Current Contracts (Work Load)**

Contract or Work Title	Client	Contract Value (excl. VAT)	Role <sup>NOTE 1</sup>	Progress
				Award Date: Completion Date: % Complete: Stage <sup>NOTE2</sup> :
				Award Date: Completion Date: % Complete: Stage <sup>NOTE2</sup> :
				Award Date: Completion Date: % Complete: Stage <sup>NOTE2</sup> :
				Award Date: Completion Date: % Complete: Stage <sup>NOTE2</sup> :
<p><b>NOTES</b></p> <p>1. Role refers to the Contractor's responsibility w.r.t. the claimed experience for example Single Contractor, Main Contractor but with Electrical subcontractor, Sub-contractor for civil construction etc.</p> <p>2. Stage refers to the current stage of the work (example design, procurement, construction, installation, commissioning, handed over, in Defects Liability Period etc.)</p> <p>3. Attach additional signed copies of this schedule if insufficient space is available.</p>				

Name of Bidder: \_\_\_\_\_

Signed by or on  
behalf of Bidder: \_\_\_\_\_

Official  
Capacity: \_\_\_\_\_

Date: \_\_\_\_\_



## T2.2.10. SAFETY, HEALTH, AND ENVIRONMENT

1. **Safety and Health Policy**

Bidders shall submit a copy of their company’s internal Safety and Health Policy.

2. **Safety, Health and Environment (SHE) Plan**

Bidders shall submit the project specific SHE plan as per the project specific SHE Specification

3. **Safety, Health and Environment (SHE) Risk assessment**

Bidders shall submit the project specific SHE risk assessment.

4. **DIFR Status**

Bidders shall furnish their DIFR Status for 2 years in the table below, based on the following formula.

$$DIFR \text{ (annual)} = \frac{(\text{Number of Disabling Injuries})(200000)}{(\text{Number of Hours Worked})}$$

Number of Hours Worked (annual) = Total Number of Employees x Average Hours Worked per Employee per Year

	Current Year	Last Year
<b>Number of Disabling Injuries</b>		
<b>Total Number of Employees</b>		
<b>Average Hours Worked per Employee per Year</b>		
<b>Number of Hours Worked per Year</b>		
<b>Calculated DIFR</b>		

**Table T2.2.10: Safety, Health, and Environment**

Name of Bidder: \_\_\_\_\_

Signed by or on behalf of Bidder: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

**T2.2.11. PROJECT RISK MANAGEMENT**

<b>PROJECT RISK MANAGEMENT REGISTER FOR CONTRACT</b>									
Please fill in the blank columns labelled Response Strategy and Response Action for each Risk Event listed in the table below:									
RISK IDENTIFICATION						QUALITATIVE RISK ASSESSMENT		RISK RESPONSE PLAN	
#	RISK CATEGORY	RISK EVENT	CAUSE	EFFECT	THREAT OR OPPORTUNITY	PROBABILITY	IMPACT	RESPONSE STRATEGY	RESPONSE ACTIONS
1	Security	Theft, Robbery, Sabotage, Assault and injuries	Crime	Loss of and Damage to Property and personal injuries	Financial Loss, criminal and civil litigations	Likely	Moderate		
2	Contractual	Non-Compliance to legal requirements and contractual terms	Poor Contract Management	Exposure of assets to criminal activities	Termination of contract	Likely	High		
3	Community unrest/protests	Malicious damage to property Assault	Disgruntled community members Labour Relations Issues	Work Stoppage Hostage taking Damage to property and Personal Injury	Financial Loss, criminal and civil litigations	Almost certain	High		

<b>PROJECT RISK MANAGEMENT REGISTER FOR CONTRACT</b>									
Please fill in the blank columns labelled Response Strategy and Response Action for each Risk Event listed in the table below:									
RISK IDENTIFICATION						QUALITATIVE RISK ASSESSMENT		RISK RESPONSE PLAN	
#	RISK CATEGORY	RISK EVENT	CAUSE	EFFECT	THREAT OR OPPORTUNITY	PROBABILITY	IMPACT	RESPONSE STRATEGY	RESPONSE ACTIONS
4	Labour unrest	Failure to arrive for shift	Labour relations issues	Work stoppage Service disruption	Financial loss	Likely	High		
5									
6									



PROJECT RISK MANAGEMENT REGISTER FOR CONTRACT									
Please fill in the blank columns labelled Response Strategy and Response Action for each Risk Event listed in the table below:									
RISK IDENTIFICATION						QUALITATIVE RISK ASSESSMENT		RISK RESPONSE PLAN	
#	RISK CATEGORY	RISK EVENT	CAUSE	EFFECT	THREAT OR OPPORTUNITY	PROBABILITY	IMPACT	RESPONSE STRATEGY	RESPONSE ACTIONS
7									
8									

Name of Bidder: \_\_\_\_\_

Signed by or on behalf of Bidder: \_\_\_\_\_

Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

## T2.2.12. PENALTY TABLE

The Bidder is required to acknowledge the penalty table by signing this schedule.

PENALTY TABLES					
DELAYS ON ITEMS ATTRACTING PENALTIES	Value of Contract (Excl VAT.) in millions R				
	<1	≥1<5	≥5<20	≥20<50	≥50
SAFETY FILES (Rands per day delay)	2 000	10 000	20 000	20 000	20 000
Non- submission of yearly submission of COID Letter of Good Standing (Rands per day delay)	5 000	20 000	30 000	40 000	50 000
Non-submission of yearly medical fitness certificates.	1000 per employee	1000 per employee	2000 per employee	2000 per employee	2000 per employee
Non- posting, Late posting, sleeping on duty or officer under influence of alcohol or intoxicating substances	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate
No Firearm on site	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate
No Radio on site	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate
Failure to deploy dogs	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate
Officer not wearing full uniform	500 per uniform item	500 per uniform item	500 per uniform item	500 per uniform item	500 per uniform item
No stationery or registers	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate	100% of specific shift rate
Supervisory Site visits (to be conducted once per site and per shift)	1000	1000	1000	1000	1000
Failure to report incidents	5000 per incident	5000 per incident	5000 per incident	5000 per incident	5000 per incident

Name of Bidder: \_\_\_\_\_

Signed by or on behalf of Bidder: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

## SECTION B: CONTRACT

### PART C1: AGREEMENT AND CONTRACT DATA

#### C1.1. FORM OF OFFER AND ACCEPTANCE

##### LETTER OF TENDER

**DESCRIPTION: PROVISION OF PHYSICAL SECURITY SERVICES AT RAND WATER SITES, INCLUDING SITES WHERE RAND WATER IS PROVIDING A SERVICE FOR A DURATION OF FIVE (5) YEARS.**

**TENDER NO: RW10414754/26**

**AREA 1**

TO: The Tender Box  
Rand Water Head Office  
522 Impala Road  
Glenvista  
Johannesburg  
Attention: Mr. Tshepo Morare

We have examined the Conditions of Contract, Specifications, Drawings, Schedules, the attached Appendix and Addenda No.'s ..... for the execution of the above named Works. We offer to execute and complete the Works and remedy any defects therein in conformity with this Tender which includes all said documents, for the total sum of in **South African Rand (ZAR\_\_\_\_\_)**  
( \_\_\_\_\_ **Amount in Words inclusive of all taxes**) or such other sum as may be determined in accordance with the Conditions of Contract.

The total ZAR value quoted above, to include the sum of imported equipment/material sourced directly from outside South Africa. The applicable currency of origin/s must be converted to South African Rand (ZAR) using the closing rate of exchange as published by SARB on the date, one week (7 day calendar days) prior to the closing date for the Tender.

**The Tenderer shall further complete the offer/letter and stipulate the sum in the currency of origin (i.e. Euro, USD, GBP or any other currency) as noted below.**

for the sum of in **Euro** (€ \_\_\_\_\_)  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes\***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **USD** (\$ \_\_\_\_\_)  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes \***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **GBP** (£ \_\_\_\_\_)  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes \***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **any other currency** \_\_\_\_\_  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes \***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

**\*Applies to international suppliers that are registered for all taxes in South Africa**

**(Note: for foreign currency complete the amount in full where applicable and if not applicable state N/A).**

We accept your suggestions for the appointment of the DAB, as set out in the Appendix to Tender.

We agree to abide by this Tender for a period of 180 days from the Submission Date and Time for Tenders and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.



If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature..... in the capacity of.....

duly authorized to sign tenders for and on behalf of.....

Address: .....

Date:.....

Signature of Witness: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

### C1.1.2. CONTRACT AGREEMENT

This Agreement made on the \_\_\_\_\_ day of (month) \_\_\_\_\_ (year) \_\_\_\_\_  
between

**RAND WATER**  
(hereinafter called "the Employer")

And

\_\_\_\_\_  
(hereinafter called "the Contractor").

Whereas the Employer desires that the Works known as **PROVISION OF PHYSICAL SECURITY SERVICES AT RAND WATER SITES, INCLUDING AREAS WHERE RAND WATER IS PROVIDING A SERVICE FOR A DURATION OF FIVE (5) YEARS** should be executed by the Contractor, and has accepted a bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

#### The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a. The Letter of Award
  - b. The Letter of Tender
  - c. The Conditions of Contract
  - d. The Employer's Requirements
  - e. The Returnable Schedules
  - f. The Contractor's Proposal
  - g. The Bid Addenda (where applicable)
  - h. Additional Information Provided by Contractor (where applicable)

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
  
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

Authorised signature of Employer

Authorised signature of Contractor

\_\_\_\_\_  
for and on behalf of the Employer

\_\_\_\_\_  
for and on behalf of the Contractor

Name: \_\_\_\_\_  
Designation: **GROUP CHIEF EXECUTIVE**  
Date: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

In the presence of the undersigned witnesses:

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

## PART C1: AGREEMENT AND CONTRACT DATA

### C1.1. FORM OF OFFER AND ACCEPTANCE

#### LETTER OF TENDER

**DESCRIPTION: PROVISION OF PHYSICAL SECURITY SERVICES AT RAND WATER SITES, INCLUDING SITES WHERE RAND WATER IS PROVIDING A SERVICE FOR A DURATION OF FIVE (5) YEARS.**

**TENDER NO: RW10414754/26**

#### **AREA 2**

TO: The Tender Box  
Rand Water Head Office  
522 Impala Road  
Glenvista  
Johannesburg  
Attention: Mr. Tshepo Morare

We have examined the Conditions of Contract, Specifications, Drawings, Schedules, the attached Appendix and Addenda No.'s ..... for the execution of the above named Works. We offer to execute and complete the Works and remedy any defects therein in conformity with this Tender which includes all said documents, for the total sum of in **South African Rand (ZAR\_\_\_\_\_)**  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes**) or such other sum as may be determined in accordance with the Conditions of Contract.

The total ZAR value quoted above, to include the sum of imported equipment/material sourced directly from outside South Africa. The applicable currency of origin/s must be converted to South African Rand (ZAR) using the closing rate of exchange as published by SARB on the date, one week (7 day calendar days) prior to the closing date for the Tender.

**The Tenderer shall further complete the offer/letter and stipulate the sum in the currency of origin (i.e. Euro, USD, GBP or any other currency) as noted below.**

for the sum of in **Euro** (€ \_\_\_\_\_)  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes\***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **USD** (\$ \_\_\_\_\_)  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes \***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **GBP** (£ \_\_\_\_\_)  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes \***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **any other currency** \_\_\_\_\_  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes \***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

**\*Applies to international suppliers that are registered for all taxes in South Africa  
(Note: for foreign currency complete the amount in full where applicable and if not applicable state N/A).**

We accept your suggestions for the appointment of the DAB, as set out in the Appendix to Tender.

We agree to abide by this Tender for a period of 180 days from the Submission Date and Time for Tenders and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.



If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature..... in the capacity of.....

duly authorized to sign tenders for and on behalf of.....

Address: .....

Date:.....

Signature of Witness: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

### C1.1.2. CONTRACT AGREEMENT

This Agreement made on the \_\_\_\_\_ day of (month) \_\_\_\_\_ (year) \_\_\_\_\_  
between

**RAND WATER**  
(hereinafter called "the Employer")

And

\_\_\_\_\_  
(hereinafter called "the Contractor").

Whereas the Employer desires that the Works known as **PROVISION OF PHYSICAL SECURITY SERVICES AT RAND WATER SITES, INCLUDING AREAS WHERE RAND WATER IS PROVIDING A SERVICE FOR A DURATION OF FIVE (5) YEARS** should be executed by the Contractor, and has accepted a bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

#### The Employer and the Contractor agree as follows:

2. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
  
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a. The Letter of Award
  - b. The Letter of Tender
  - c. The Conditions of Contract
  - d. The Employer's Requirements
  - e. The Returnable Schedules
  - f. The Contractor's Proposal
  - g. The Bid Addenda (where applicable)
  - h. Additional Information Provided by Contractor (where applicable)

5. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
  
6. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

Authorised signature of Employer

Authorised signature of Contractor

\_\_\_\_\_  
for and on behalf of the Employer

\_\_\_\_\_  
for and on behalf of the Contractor

Name: \_\_\_\_\_  
Designation: **GROUP CHIEF EXECUTIVE**  
Date: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

In the presence of the undersigned witnesses:

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

## PART C1: AGREEMENT AND CONTRACT DATA

### C1.1. FORM OF OFFER AND ACCEPTANCE

#### LETTER OF TENDER

**DESCRIPTION: PROVISION OF PHYSICAL SECURITY SERVICES AT RAND WATER SITES, INCLUDING SITES WHERE RAND WATER IS PROVIDING A SERVICE FOR A DURATION OF FIVE (5) YEARS.**

**TENDER NO: RW10414754/26**

**AREA 3**

TO: The Tender Box  
Rand Water Head Office  
522 Impala Road  
Glenvista  
Johannesburg  
Attention: Mr. Tshepo Morare

We have examined the Conditions of Contract, Specifications, Drawings, Schedules, the attached Appendix and Addenda No.'s ..... for the execution of the above named Works. We offer to execute and complete the Works and remedy any defects therein in conformity with this Tender which includes all said documents, for the total sum of in **South African Rand (ZAR\_\_\_\_\_)**  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes**) or such other sum as may be determined in accordance with the Conditions of Contract.

The total ZAR value quoted above, to include the sum of imported equipment/material sourced directly from outside South Africa. The applicable currency of origin/s must be converted to South African Rand (ZAR) using the closing rate of exchange as published by SARB on the date, one week (7 day calendar days) prior to the closing date for the Tender.

**The Tenderer shall further complete the offer/letter and stipulate the sum in the currency of origin (i.e. Euro, USD, GBP or any other currency) as noted below.**

for the sum of in **Euro** (€ \_\_\_\_\_)  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes\***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **USD** (\$ \_\_\_\_\_)  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes \***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **GBP** (£ \_\_\_\_\_)  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes \***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **any other currency** \_\_\_\_\_  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes \***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

**\*Applies to international suppliers that are registered for all taxes in South Africa  
(Note: for foreign currency complete the amount in full where applicable and if not applicable state N/A).**

We accept your suggestions for the appointment of the DAB, as set out in the Appendix to Tender.

We agree to abide by this Tender for a period of 180 days from the Submission Date and Time for Tenders and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.



If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature..... in the capacity of.....

duly authorized to sign tenders for and on behalf of.....

Address: .....

Date:.....

Signature of Witness: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

### C1.1.2. CONTRACT AGREEMENT

This Agreement made on the \_\_\_\_\_ day of (month) \_\_\_\_\_ (year) \_\_\_\_\_  
between

**RAND WATER**  
(hereinafter called "the Employer")

And

\_\_\_\_\_  
(hereinafter called "the Contractor").

Whereas the Employer desires that the Works known as **PROVISION OF PHYSICAL SECURITY SERVICES AT RAND WATER SITES, INCLUDING AREAS WHERE RAND WATER IS PROVIDING A SERVICE FOR A DURATION OF FIVE (5) YEARS** should be executed by the Contractor, and has accepted a bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

#### The Employer and the Contractor agree as follows:

3. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
  
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a. The Letter of Award
  - b. The Letter of Tender
  - c. The Conditions of Contract
  - d. The Employer's Requirements
  - e. The Returnable Schedules
  - f. The Contractor's Proposal
  - g. The Bid Addenda (where applicable)
  - h. Additional Information Provided by Contractor (where applicable)

7. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
  
8. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

Authorised signature of Employer

Authorised signature of Contractor

\_\_\_\_\_  
for and on behalf of the Employer

\_\_\_\_\_  
for and on behalf of the Contractor

Name: \_\_\_\_\_  
Designation: **GROUP CHIEF EXECUTIVE**  
Date: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

In the presence of the undersigned witnesses:

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

## C1.2. CONTRACT DATA

### C1.2.1. GENERAL CONDITIONS

The General Conditions of Contract are based on the “Client/Consultant Model Services Agreement” as published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).

Fourth Edition 2006

As published by the Federation Internationale des Ingenieurs-Conseils (FIDIC)

### C1.2.2. PARTICULAR CONDITIONS OF CONTRACT

The General Conditions shall be amended by the Particular Conditions of Contract as detailed herein.

The following clauses – of the “Client/Consultant Model Services Agreement”, Fourth Edition 2006, as published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) shall be amended as stated below:

## 1 GENERAL PROVISIONS

### 1.1 Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

1.1.1 “**Accepted Contract Amount**” means the amount recorded in the Letter of Acceptance unless otherwise defined in the Contract Agreement; which amount may be adjusted under the terms of the Agreement.

1.1.2 “**Agreed Compensation**” means additional sums as defined in Annexure1 [*Remuneration and Payment Schedule*] which are payable under the Agreement.

1.1.3 “**Agreement**” means the terms and conditions comprising the documents listed in the Letter of Acceptance, unless otherwise defined in the Contract Agreement.

1.1.4 “**Client**” means Rand Water which is a body corporate established in terms of Section 83 of the Water Services Act 107 of 1997, who employs the Consultant, and legal successors to the Client and permitted assignees, to perform the Services.

1.1.5 “**Commencement Date**” means the date recorded in the Letter of Acceptance, unless otherwise defined in the Contract Agreement.

1.1.6 “**Consultant**” means the professional firm or individual named in the Agreement, who is employed by the Client to perform the Services.

1.1.7 “**Contract Documents**” means the Contract Agreement as well as all the documents listed therein, or the documents listed in the Letter of Acceptance if there is no Contract Agreement.

1.1.8 “**Country**” means the Republic of South Africa.

1.1.9 “**day**” means a calendar day and a “**year**” means 365 days.

1.1.10 “**Letter of Acceptance**” means the letter of formal acceptance, signed by the Client, of the Consultant’s tender.

1.1.11 “**Party**” means the Client or the Consultant and “**Parties**” means the Client and Consultant collectively while “**third party**” means any other person or entity as the context requires.

1.1.12 “**Project**” means the project named in the Particular Conditions for which the Services are to be required.

1.1.13 “**Services**” means the services defined in Appendix 1 [*Scope of Services*] to be performed by the Consultant in accordance with the Agreement and comprise Normal Services, Additional Services and Exceptional Services.

1.1.14 “**Time for Completion**” means the time period stated for this purpose in the Particular Conditions.

1.1.15 “**Works**” means the permanent works (if any) to be executed (including the goods and equipment to be supplied to the Client) for the achievement of the Project.

1.1.16 “**written**” or “**in-writing**” mean hand-written, type-written, printed or electronically made, and resulting in a permanent un-editable record.

### 1.2 Interpretation

1.2.1 The headings herein shall not be taken into consideration in the interpretation of these Conditions.

1.2.2 The singular includes the plural and vice-versa where the context requires.

1.2.3 The documents forming this Agreement are to be taken as being mutually explanatory of one another, if there is a conflict between any of the provisions contained in the contract documentation the precedence of such documents shall be in the order prescribed in the Contract Agreement.

1.2.4 Words indicating one gender include all genders.

1.2.5 Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and signed by both Parties.

### 1.3 Communications

Whenever provision is made for the giving or issue of any notice, instruction or other communication by any person, such communication shall be in writing in the language of the Agreement, which notice, instruction or other communication shall not be unreasonably withheld or delayed.

### 1.4 Governing Language and Law

1.4.1 The language of the Agreement is English.

1.4.2 The Agreement shall be governed, construed and interpreted in accordance with the law of the Republic of South Africa.

### 1.5 Changes in Legislation

If after the date of the Agreement the cost or duration of the Services is altered as a result of changes in or additions to the laws or regulations in any country in which the Services are required by the Client to be performed the agreed remuneration and time for completion shall be adjusted accordingly.

### 1.6 Whole Agreement

The Contract Documents constitute the whole agreement between the Parties and no prior representation, and/or previous agreement, and/or representation, and/or previous agreement, and/or negotiations whether oral or written, which is not incorporated in the Agreement shall be of any force or effect. In addition no representation or agreement or addendum varying, adding to, deleting or cancelling this Agreement shall be of any force or effect unless reduced to writing and signed non-electronically by both Parties.

### 1.7 Waiver

No grant by either Party to the other of any indulgences, condonation, waiver or allowance shall, in respect of any specific event or circumstance other than in respect of which the grant was made, constitute a waiver of the rights of the grantor in terms of the Agreement or an estoppel of the grantor's right to enforce the provisions of the Agreement.

### 1.8 Assignment

Neither the Client nor the Consultant shall, without the written consent of the other, assign the Contract or any part thereof or any obligation under the Contract.

### 1.9 Subcontracting

The Consultant shall not without the written consent of the Client initiate or terminate any sub-contract for performance of all or part of the Services.

### 1.10 Intellectual Property Rights

For the purposes of this Sub-Clause, Intellectual Property means statutory and common law proprietary rights in respect of patents, designs, copyright, know how, confidential information, domain names, drawings, data and all other rights in respect of Intellectual Property

compiled, created or prepared in execution of the Services to be performed in terms of the Agreement.

As between the Parties, all rights, title and interest and copyright in and to any Intellectual Property, and other intellectual property rights in the Consultant's documents and other design documents made by (or on behalf of) the Consultant and in and to any and all documents prepared in connection with the Agreement shall vest in the Client.

### 1.11 Notices

Notices to be served under the Agreement shall be in writing and will take effect from receipt at the addresses stated in the Particular Conditions. Delivery can be by email and/or registered post.

### 1.12 Publications

The Consultant, either alone or jointly with others, shall not publish any material relating to the Services or the Project without the prior written approval of the Client.

### 1.13 Conflict of Interest Corruption and Fraud

Notwithstanding any penalties that may be enforced against the Consultant under the Law, the Client will be entitled to terminate the Agreement in accordance Sub-Clause 4.6.2 and the Consultant shall be deemed to have breached Sub-Clause 3.3.1 if it is shown that the Consultant is guilty of:

- a) offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or
- b) misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

### 1.14 Confidentiality

Unless otherwise provided for in the Agreement, and with the exception of those matters set out hereinbelow, the Parties warrant that each shall keep confidential all matters relating to the Project, and that the Parties, their employees, agents and servants shall not divulge or disclose to any organisation or any person any information, data, documents, secrets, dealings, transactions or affairs relating to or incidental to the Works and/or the Project.

The obligation of confidentiality shall not apply to the following:-

- (a) any matter generally available in the public domain otherwise than as a result of a breach of this Sub-Clause;
- (b) any disclosure which may reasonably be required for the performance of that Party's obligations under the Agreement;
- (c) disclosure of information which is required by statute, regulation or any other law;
- (d) the provision of information to contractors, consultants, sub-contractors or suppliers for purposes of executing the Works and/or the Project, provided that the obligations of confidentiality herein shall be imposed mutatis mutandis upon such contractors, consultants, sub-contractors or suppliers in their respective contracts; or
- (e) the provision of information to any third person with the express written permission of the other Party.

## 2. THE CLIENT

### 2.1 Information

The Client shall timeously provide to the Consultant, free of cost, all information that may be reasonably required for the provision of the Services. The Consultant shall be entitled to rely on the accuracy and completeness of such information furnished by or on behalf of the Client.

## 2.2 Decisions

The Client shall give his decision on all matters properly referred to him in writing by the Consultant within a reasonable time so as not to delay the Services to be provided.

## 2.3 Equipment and Facilities

The Client shall make available, free of cost, to the Consultant for the purpose of the Services the equipment and facilities described in Annexure 2 [*Schedule of Personnel, Equipment, Facilities and Services of Others to be Provided by the Client*].

## 2.4 Client's Personnel

2.4.1 In consultation with the Consultant, the Client shall at his own cost arrange for the selection and provision of personnel in his employment to the Consultant in accordance with Annexure 2 [*Schedule of Personnel, Equipment, Facilities and Services of Others to be Provided by the Client*]. In connection with the provision of the Services such personnel shall take instructions only from the Consultant.

2.4.2 If the Client cannot supply Client's personnel for which he is responsible and it is agreed to be necessary for the satisfactory performance of the Services, the Consultant shall arrange for such supply as an Additional Service.

## 2.5 Client's Representative

2.5.1 The Client shall appoint a Client's Representative to carry out those duties delegated to him in terms of the Agreement and in addition shall monitor and report to the Client on conformance by the Consultant with the provisions of the Agreement. In addition the Client's Representative shall be authorised to receive, on behalf of the Client, all notices, correspondence and other communications issued pursuant to the Agreement.

2.5.2 The Client's Representative shall have no authority to relieve the Consultant of any of its duties, obligation or responsibilities under the Agreement or to amend any of the terms thereof.

2.5.3 All services to be provided by the Consultant shall be to the reasonable satisfaction of the Client's Representative. In addition the Client's Representative may instruct the Consultant to:-

- (a) appoint additional personnel at no cost to the Client where the Client's Representative considers that the Consultant is not complying with the provisions of the Contract and/or to
- (b) terminate the involvement of any person on the Contract where the Client's Representative considers the presence of such person to be contrary to the interests of the Agreement and/or the Project.

2.5.4 No approval given by the Client's Representative shall relieve the Consultant of its obligations under the Contract.

2.5.5 Where the Client's Representative is required to determine value, quantities, cost or extensions of time he shall consult and endeavour to reach agreement with the Consultant and in all cases shall determine such matters fairly, reasonably and in accordance with the Agreement.

2.5.6 The Client's Representative may from time to time delegate any of his duties to an assistant, and may at any time revoke any such delegation. Such delegation or revocation shall be in writing and shall not take effect until a copy of same has been delivered to both Parties.

2.5.7 Any determination, instruction, inspection, examination, test, consent, approval or other similar act by an assistant delegated in terms of Sub-Clause 2.5.6 shall have the same effect as if it had been given by the Client's Representative itself. However, in the event of the Consultant questioning or disputing any determination or instruction, given by the said assistant, the Consultant may refer such matter to the Client's Representative, who shall confirm, reverse or vary such determination or instruction.

## 2.6 Services of Others

The Client shall at its cost arrange for the provision of services from others as described in Annexure 2 [*Schedule of Personnel, Equipment, Facilities and Services of Others to be Provided by the Client*] and the Consultant shall co-operate with the suppliers of such services but shall not be responsible for them or their performance.

## 2.7 Payment of Services

The Client shall pay the Consultant for the Services in accordance with Clause 5 [*PAYMENT*] hereof.

## 3. THE CONSULTANT

### 3.1 Scope of Services

The Consultant shall perform Services relating to the Project. The Scope of Services to be provided are as stated in Appendix 1 [*Scope of Services*].

### 3.2 Normal, Additional and Exceptional Services

3.2.1 Normal Services are those described as such in Appendix 1 [*Scope of Services*].

3.2.2 Additional Services are those described as such in Appendix 1 [*Scope of Services*] or which by written agreement of the Parties are otherwise additional to Normal Services.

3.2.3 Exceptional Services are those which are not Normal or Additional Services but which are necessarily performed by the Consultant in accordance with Sub-Clause 4.7 [*Exceptional Services*].

### 3.3 Duty of Care and Exercise of Authority

3.3.1 The Consultant shall exercise reasonable skill, care and diligence in the performance of its obligations under the Agreement.

3.3.2 Where the Services include the exercise of powers to certify or exercise discretion in terms of a contract between the Client and any third party the Consultant shall act in accordance with that contract, but as an independent professional acting with reasonable skill, care and diligence.

### 3.4 Client's Property

Anything supplied by or paid for by the Client for the use of the Consultant shall be the property of the Client and where practical shall be so marked.

### 3.5 Supply of Personnel

3.5.1 The personnel who are proposed by the Consultant to work in the Country shall be subject to acceptance by the Client with regard to their qualifications and experience; such acceptance shall not be unreasonably withheld.

3.5.2 Where the Client requires the Consultant to nominate key Personnel in Annexure 6 [*Schedule of Consultant's Key Personnel*] hereto, such Personnel shall not be removed from the Project without the Client's express permission. Substituted Personnel shall have equivalent qualifications and experience.

3.5.3 The Consultant shall furnish the Client and the Client's Representative with a list of addresses and telephone numbers of personnel in the Consultant's organisation who may be contacted in any emergency both during and outside normal working hours.

### 3.6 Consultant's Representative

3.6.1 The Consultant shall appoint a Consultant's Representative who shall give of his whole time to directing the execution of the Services to be provided by the Consultant in terms of the Agreement. In addition the Consultant's Representative shall be authorised to receive, on behalf of the Consultant, all notices, instructions, consents, approvals, certificates, determinations, correspondence and other communications issued pursuant to the Agreement.

3.6.2 The Consultant shall not revoke the appointment of the Consultant's Representative without the prior consent of the Client's Representative.

3.6.3 The Consultant's Representative may from time to time delegate any of his duties to any competent person, and may at any time revoke any such delegation. Such delegation or revocation shall be in writing and shall not take effect until the Client's Representative has received prior notice signed by the Consultant's Representative, specifying the powers, functions and authority being delegated or revoked.

### 3.7 Changes in Personnel

3.7.1 If it is necessary to replace any of the personnel provided by the Consultant, the Consultant shall arrange for replacement by a person of comparable competence as soon as reasonably possible.

3.7.2 The cost of such replacement shall be borne by the Consultant except where the replacement is requested by the Client, and in such case:

- the request shall be in writing stating the reasons for it; and
- the Client shall bear the cost of replacement unless it is agreed that misconduct or inability to perform satisfactorily is accepted as the reason for the replacement by the Consultant.

### 3.8 Co-operation with Others

The Consultant may be required to perform the Services in conjunction with other consultants or specialists who are providing services to the Project and he may make recommendations to the Client in respect of such appointments for certain parts of the Project. In such case the Consultant shall only be responsible for his own performance and the performance of his sub-consultants or specialists who have specifically been appointed by the Consultant to assist him with the Services to be provided under this Agreement.

### 3.9 Statutory Obligations, Notices Fees and Charges

3.9.1 The Consultant shall at all times conform in all respects with the provisions of any Act of Parliament, Regulations, Bye-law of any Local or any other Statutory Authority or other Enactment having the force of law which may be applicable to the performance of its obligations under the Agreement and shall indemnify, and keep indemnified the Client, against damages that it may suffer as a result of any breach by the Consultant, its agents or employees, including any hired labour, of any such Act, Regulation, Bye-law or other Enactment and including all legal costs on the attorney and client scale which may be payable as a result of any claims or proceedings in respect of the Agreement.

3.9.2 The Consultant shall be responsible for payment of all costs, taxes, duties, levies and charges arising out of compliance with such laws and regulations.

3.9.3 The Consultant shall be liable for, and shall indemnify the Client against any claim arising out of the Consultant's non-compliance with any laws and regulations applicable to the execution of this Agreement.

### 3.10 Progress Meetings

3.10.1 The Consultant shall arrange and attend meetings with the Client and/or its representatives at the request of the Client, but not less frequently than once every month during the currency of the Agreement, in order to monitor the progress of the Services to be provided.

3.10.2 The purpose of the meetings is also to raise and address matters of concern to the Client, and/or the Consultant. The Consultant shall be responsible for chairing the meetings, taking minutes and distributing minutes within one week of the date of each meeting.

### 3.11 Safety Procedures

At all times the Consultant shall:-

- comply strictly with the Client's site SHE Specifications/Rules, applicable legislation, other requirements and regulations from time to time in force, a copy of which is deemed to be incorporated into and shall be read as part of the Agreement;
- be responsible for the safety and welfare of all its employees and shall comply to all relevant SHE requirements;
- familiarize himself with all the Client's internal SHEQ systems, regulations, policies and procedures and all legislative or statutory requirements with regard to the health and safety of the Consultant's employees;
- ensure that all his personnel are fully briefed with regards to all relevant policies and safety procedures and that all personnel have attended any required inductions;
- ensure that all personnel sign their acceptance of these procedures and regulations – which signed documents are to be kept in a register which is to be made available at all times for inspection;
- at its own cost provide all of its employees with all necessary safety equipment, namely, safety boots, hard hats, overalls etc. and will at all times adhere to the Client's standards as well as the site rules and regulations, including his sub-consultants and their employees, the South African safety regulations in particular, the Occupational Health and Safety Act (No. 85 of 1993) and relevant regulations and their latest revisions;
- be responsible for the discipline of its employees and shall, at the Client's request, remove from the site any incompetent or undesirable employees.

### 3.12 Security

The Consultant shall at all times remain responsible for the security of his own equipment. In addition the Consultant shall fully acquaint himself and strictly comply with all the Client's security regulations particularly with regard to personnel, plant, material and equipment entering or leaving the Client's property.

### 3.13 Health and Safety

3.13.1 The Consultant is responsible for the safety and welfare of its employees and Sub-consultants employed on the Project and shall provide medical facilities as such facilities shall only be provided for by the Client under special circumstances.

3.13.2 The Consultant's attention is directed to the requirements of the Occupational Health and Safety Act No. 85 of 1993 as amended, its Regulations and the site rules and regulations of the Client shall at all

times be adhered to by the Consultant, his employees and his Sub-consultants.

### 3.16 Protection of the Environment

The Consultant's attention is directed to Client's SHEQ Policy a copy of which is appended to the Agreement as Appendix 2 (Technical Part).

The Consultant shall comply with all requirements, stipulations and the like of any Environmental Impact Assessment undertaken and/or issued in respect of the Project and/or the Works.

## 4.COMMENCEMENT, COMPLETION, VARIATION AND TERMINATION

### 8.1 Effective Date

9. The Agreement is effective from the date of the Letter of Acceptance or on the effective date of the Contract Agreement whichever is the latter.

10.

### 11. 4.2 Commencement and Completion

The Services shall be commenced on the Commencement Date, shall proceed in accordance with the Time Schedule in Annexure 3 [*Time Schedule for Services*], and shall be completed within the Time for Completion, subject to extensions in accordance with the Agreement.

### 4.3 Variations

4.3.1 The Client may order variations to the Services in writing or may request the Consultant to submit proposals, including the time and cost implications, for variations to the Services.

4.3.2 The incorporation into the Agreement of any variations to the Services ordered by the Client, including any increase in the Consultant's fees and reimbursable costs, shall be agreed between the Consultant and the Client.

### 4.4 Delays

If the Services are impeded or delayed by the Client or his contractors so as to increase the scope, cost or duration of the Services:

- (a) the Consultant shall inform the Client of the circumstances and probable effects;
- (b) the increase in scope and/or costs shall be regarded as an Additional Service; and
- (c) the time for completion of the Services shall be increased accordingly.

### 4.5 Changed Circumstances

If circumstances arise for which neither the Client nor Consultant is responsible and which make it irresponsible or impossible for the Consultant to perform in whole or in part the Services in accordance with the Agreement he shall promptly dispatch a notice to the Client.

In these circumstances:

- (a) if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer

apply plus a reasonable period not exceeding 42 days for resumption of them; and

- (b) if the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

### 4.6 Abandonment, Suspension or Termination

4.6.1 The Client may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure.

4.6.2 If the Client considers that the Consultant is without good reason not discharging his obligations he can inform the Consultant by notice stating the grounds for the notice. If a satisfactory reply is not received within 14 days the Client may by a further notice terminate the Agreement provided that such further notice is given within 35 days of the Client's former notice.

4.6.3 After giving at least 14 days notice to the Client, the Consultant may by a further notice of a least 42 days terminate the Agreement, or at his discretion without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Services:-

- (a) when 28 days after the due date for payment of an invoice he has not received payment of that part of it which has not by that time been contested in writing, or
- (b) when Services have been suspended under either Sub-Clause 4.5 [*Changed Circumstances*] or Sub-Clause 4.6.1 and the period of suspension has exceeded 182 days.

### 4.7 Exceptional Services

4.7.1 Upon the occurrence of circumstances described in Sub-Clause 4.5 [*Changed Circumstances*] or abandonment or suspension or resumption of Services or upon termination of the Agreement otherwise than under the provisions of Sub-Clause 4.6.2 any necessary work or expense by the Consultant extra to the Normal and Additional Services shall be regarded as Exceptional Services.

4.7.2 The performance of Exceptional Services shall entitle the Consultant to extra time necessary for their performance and to payment for performing them.

### 4.8 Rights and Liabilities of Parties

4.8.1 Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.

4.8.2 After termination of the Agreement the provisions of Sub-Clause 6.4 [*Limit of Compensation*] shall remain in force.

## 5. PAYMENT

### 5.1 Payment to the Consultant

5.1.1 The Client shall pay the Consultant for Normal Services in accordance with the Conditions and with the details stated in Annexure 1 [*Remuneration and Payment*], and shall pay for any Additional Services at rates and prices which are given in or based on those in Annexure 1 [*Remuneration and Payment*] so far as they are applicable but otherwise as are agreed in accordance with Sub-Clause 4.3 [*Variations*].

5.1.2 Unless otherwise agreed in writing the Client shall pay the Consultant in respect of Exceptional Services:

- (a) as for Additional Services for extra time spent by the Consultant's personnel in the performance of the Services, and
- (b) the net cost of all other extra expense incurred by the Consultant.

5.1.3 Where the Client has required the Consultant to appoint selected consultants as the Consultant's sub-consultants, fees owed to those sub-consultants shall be due to the Consultant in addition to the Consultant's own fees.

## 5.2 Time for Payment

5.2.1 The Consultant shall submit monthly statements/invoices complete with all supporting documentation thereto to the Client by the 25<sup>th</sup> day of the month following the month in which the Services were rendered.

In the event that the Consultant fails to submit a statement by the 25<sup>th</sup> day of the month any late submission will only be evaluated in the next month.

Payment will be effected 30 days from date of statement.

5.2.2 If the Consultant does not receive payment by the due date in terms of Sub-Clause 5.2.1 he shall be paid Agreed Compensation at the rate defined in the Particular Conditions on the sum overdue reckoned from the due date for payment of the invoice until the actual date on which payment is received. Such Agreed Compensation shall not affect the rights of the Consultant stated in Sub-Clause 4.6.3.

## 5.3 Currencies of Payment

The currencies applicable to the Agreement are those stated in Annexure 1 [*Remuneration and Payment Schedule*]

## 5.4 Disputed Invoices

If any item or part of an item in an invoice submitted by the Consultant is contested by the Client, the Client shall give notice with reasons of his intention to withhold payment and shall not delay payment on the remainder of the invoice. Sub-Clause 5.2.2 shall apply to all contested amounts which are finally determined to have been payable to the Consultant.

## 5.5 Independent Audit

5.5.1 The Consultant shall maintain up-to-date records which clearly identify relevant time and expense and shall make these available to the Client on reasonable request.

5.5.2 Except where the Agreement provides for lump sum payments, not later than twelve months after the completion or termination of the Services, the Client can at notice of not less than 7 days require that a reputable firm of accountants nominated by him audit any amount claimed by the Consultant by attending during normal working hours at the office where the records are maintained.

## 6. LIABILITIES

### 6.1 Liability of the Parties

6.1.1 Neither Party shall be liable to the other for loss of profit or other special damages unless such loss of profit or other special damages was expressly contemplated at the time of entering into the Agreement.

6.1.2 In the event of the Client having a claim against the Consultant, the Client shall be entitled to set off such claim against any amounts due to the Consultant, or to deduct same from any security held by the Client, notwithstanding that such claim may be unliquidated.

### 6.2 Compensation

If it is considered that either party is liable to the other, compensation shall be payable only on the following terms:

- (a) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise;

In any event, the amount of such compensation will be limited to the amount specified in Sub-Clause 6.4 [*Limit of Compensation*].

### 6.3 Duration of Liability

Neither the Client nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in the Particular Conditions, or such earlier date as may be prescribed by law.

### 6.4 Limit of Compensation

6.4.1 The maximum amount of compensation payable by either party to the other in respect of liability under this Agreement is limited to the amount stated in the Particular Conditions. This limit is without prejudice to any Agreed Compensation specified under Sub-Clause 5.2.2 or otherwise imposed by the Agreement.

6.4.2 Each Party agrees to waive all claims against the other in so far as the aggregate of compensation which might otherwise be payable exceeds the maximum amount payable.

6.4.3 If either Party makes a claim for compensation against the other Party and this is not established the claimant shall entirely reimburse the other for his costs incurred as a result of the claim.

### 6.5 Indemnity

So far as the law governing this Agreement permits, the Client shall indemnify the Consultant against the adverse effects of all claims including such claims by third parties which arise out of or in connection with the Agreement including any made after the expiry of the period of liability referred to in Sub-Clause 6.3 [*Duration of Liability*], except insofar as they are covered by the insurances arranged under the terms of Clause 7 [*INSURANCE*].

### 6.6 Exceptions

Sub-Clauses 6.4 [*Limit of Compensation*] and 6.5 [*Indemnity*] do not apply to claims arising:

- (a) from deliberate default or reckless misconduct, or
- (b) otherwise than in connection with the performance of obligations under the Agreement.

## 7. INSURANCE

### 7.1 Professional Indemnity

The Consultant agrees to arrange and keep in force professional indemnity insurance cover in respect of the Services provided under this Agreement to the extent of the liability under Sub-Clause 6.4 [*Limit of Compensation*] until the time at which that liability shall cease in terms of Sub-Clause 6.3 [*Duration of Liability*]. The insurance cover may alternatively be provided by means of an equivalent performance bond.

### 7.2 Additional Insurances

The Consultant agrees to arrange and maintain at its own cost until the time at which liability shall cease in terms of Sub-Clause 6.3 [*Duration of Liability*], the following additional insurances:-

- (a) Third Party Liability Insurance;
- (b) Comprehensive Motor Vehicle Insurance;

- (c) Fidelity Guarantee;
- (d) Workers Compensation;
- (e) Group Personal Accident;
- (f) Group Life Assurance;

Southern Africa. The cost of the mediation shall be born equally between the Parties.

**8.3 Arbitration**

8.3.1 If either Party were unwilling to agree to mediation or be dissatisfied with the opinion expressed by the mediator or should the mediation fail then such Party may refer the dispute to arbitration by a single arbitrator to be mutually agreed upon or, failing agreement, to be nominated by the Chairman of the Association of Arbitrators (Southern Africa). The Arbitration shall be in terms of the Rules for the Conduct of Arbitrations as published by the said Association of Arbitrators. Referral to arbitration under this Sub-Clause shall take place within three months of the date of notice from either party declaring that the settlement negotiations under Sub-Clause 8.1 [*Amicable Dispute Resolution*] have failed, or, if mediation is agreed on, within three months of the date of the mediator's opinion or the date upon which the mediator declares that the mediation has failed, Claims not bought within the time periods set out herein will be deemed to be waived.

8.3.2 The said Rules shall be those Rules current at the date of declaration of the dispute.

8.3.3 The Arbitration shall be held in Johannesburg in the language of the Agreement.

**8. SETTLEMENT OF DISPUTES**

**8.1 Amicable Dispute Resolution**

The Parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement, including the validity of the Agreement, and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

**8.2 Mediation**

Any such dispute or claim, which cannot be settled between the Parties, may be referred by the Parties, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties and, failing such agreement, shall be nominated by the Chairman of the Association of Arbitrators of

CLAUSE	CLAUSE HEADING	CONDITION
5	<b>PAYMENT</b> <b>5.2 Time for Payment</b>	<b>Agreed compensation for overdue payment</b>  .....% per annum
6	<b>LIABILITIES</b> <b>6.3 Duration of Liability</b>	Duration of liability is 5 years calculated from the commencement date.
	<b>6.4 Limit of Compensation</b>	Insert Rand Value

## PART C2: PRICING DATA

### C2.1. PRICING ASSUMPTIONS

1. These Bills of Quantities (C2.2) shall be used to assist both parties in administering and agreeing any changes/variations, which may arise during the course of the Contract.
2. These Bills of Quantities shall be used to calculate the value of work completed in the evaluation of interim/final payments.
3. The Contractor is deemed to have allowed opposite each item contained in these Bills of Quantities whatever costs and charges it may consider necessary for the carrying out, complying with and due observance of the provisions, conditions and requirements set out in the Contract.
4. No claim whatsoever will be entertained in respect of errors or omissions in pricing due to the brevity of a description of any item contained in these Bills of Quantities which items are fully described or can reasonably be inferred when read in conjunction with the relevant clauses provided for in the Conditions of Contract, Specifications, Drawings or other relevant documentation.
5. Any item left un-priced will be deemed to be provided for elsewhere and no claim for any extras arising out of the Contractor's omission to price any item will be entertained.
6. Where Rand Water is appointed as the implementing agent, Rand Water shall determine and quantify the scope of services required and apply the rates as tendered and awarded to the appointed service provider. The execution period and extent of such services shall be subject to the agreement concluded between Rand Water and the relevant department. The commencement and continuation of the services shall further be subjected to the availability and approval of the requisite budget, in accordance with Rand Water's approved budgetary and financial management process. No services shall be rendered, nor costs incurred, in the absence of confirmed budget provision and the necessary internal approvals.

## **C2.2. PRICING SCHEDULES / BILLS OF QUANTITIES (BoQ)**

The Bidder must refer to **Annexure C2.2: Pricing Schedule / Bill of Quantities (BoQ)** provided with this bid document.

The Bidder is required to submit the following:

- **Excel® format of the completed pricing schedule or BoQ in a compact disc (CD) or USB flash drive.**
- **Printed format and signed version of the completed pricing schedule or BoQ.**

## PART C3: SCOPE OF WORK

### C3.1. DATES FOR DELIVERY AND COMPLETION

1. It is estimated that the Contract will be placed on or before 31 May 2026 access to undertake work will only become available after the issue of the Site Access Certificate.

### C3.2. SCOPE OF WORK

- The scope of work includes provision of physical security services at Rand Water Sites, Emfuleni Local Municipality Sites and in areas where Rand Water is providing services for a period of (05) five years
- The physical security services will also be required on an *ad hoc basis*
  - a) All security officers will be required to be on site on a 24-hour basis from Monday to Sunday.
  - b) Supervisors needed in each Region shall be responsible for the sites in which they are deployed.
  - c) PSIRA Grade B Supervisors at all Regions shall be armed.
  - d) All armed Security Officers must have a valid firearm competency certificate issued by (SAPS) South African Police Services and must always be in possession of a valid firearms permit issued by the employer while on duty.
  - e) Mobile Supervisors are required to conduct a site visit at least once per shift per site, NB: Posting is not regarded as site visit  
NB Posting is not regarded as a patrol.
  - f) The Security officers shall be responsible for ensuring that assets are protected and that access on to sites is granted to authorize personnel only.
  - g) It shall be a condition of this contract that there will be no self-posting, failure to comply may lead to non-or late posting and ultimately to breach of contract.
  - h) Briefing and Debriefing of each shift is compulsory and post shift report must be made available the following day to Rand Water
  - i) The preliminary security breach incident report and any other safety & security related incidents must be produced within 04 hours of the incident
  - j) Any suspicious and unusual movements and parcels must be reported and recorded
  - k) Security officers and supervisors must be always in company uniform and be in possession of PSIRA ID cards and where applicable firearm competency certificates while on duty. Firearms issued must be handguns only

- l) Supervisors must ensure that security registers are properly completed for every shift
- m) Supervisors must ensure that security site files are always kept up to date. Supervisors are required to respond to emergencies and provide back-up.
- n) Supervisors must report all security irregularities to Rand Water immediately
- o) The service provider is required to provide trained PSIRA Grade C security officers and GRADE B supervisors.
  
- p) Each Region shall have Pipeline Patrol Vehicle (s) and Tactical Officers assigned to them. These Tactical Officers shall be in combat uniforms.
- q) Although the Pipeline Officers and vehicles will be assigned to specific regions, they shall at the request of the appointed Rand Water Official be called to provide services to other regions or sites.
- r) The pipeline patrol teams shall be expected to patrol pipelines as specified by the Rand Water appointed officials
- s) All pipeline patrol vehicles must be Level B6 Armoured 4X4 double cab bakkies with less than 60000 kilometers on the odometer before the commencement of the contract. The system must be able to produce daily reports, and these must include kilometers travelled. i.e., start kilometers, end kilometers, driver's name, date and time, routes travelled, etc.
- t) The vehicle tracking/monitoring system shall be made available to Rand Water Protective Services officials
- u) Each patrol vehicle shall travel a maximum of 2200 kilometers per month.
- v) Service providers must have a 24-hour security control room that has an active system for real time monitoring all their fleet vehicles.
- w) Each pipeline patrol vehicle must be fitted with Rooftop Strobe light and must also be fitted with a Rooftop Rotating Search Light
- x) Vehicle pricing must include fuel
- y) The scope of work must include provision for Ad-hoc security services.

**DOG HANDLERS**

- All Dog Handlers must have a valid training certificate issued by a Training Institution accredited by (PSIRA) Private Security Industry Regulatory Authority and or (SASSETA) Safety and Security Sector Education and Training Authority.
- The Dog Handlers must be trained and competent in the following (SAQA) South African Qualifications Authority unit standards.

<b>SAQA US ID</b>	<b>UNIT STANDARD TITLE</b>
243190	Handle a trained service dog to deter crime
120463	Handle a dog in searching for and the apprehension of a suspect
24188	Care for a service dog

## PROVISION OF SERVICE DOGS

Security Service Providers are required to provide the following dogs:

- a) Doberman,
- b) Rottweiler or
- c) German Shepherd
- d) Belgian Shepherd

The above dogs should be:

- a) Free of contagious diseases and certified as such by a registered Veterinary surgeon. A certified copy of such certificate shall be made available to Rand Water as and when required.
- b) Under no circumstance shall a Security Service Provider provide any other breed of dog than the above-mentioned breed.
- c) Dogs must be able to protect their handlers, to intercept perpetrators and to be alert for intruders in their patrol area of responsibility.
- d) Dogs shall also be able to overcome obstacles such as steps, one (01) meter high walls and be able to crawl underneath low objects such as storm water pipes.
- e) Dogs must be able to obey not more than one handler and shall only be under his/her control
- f) Dogs shall be under supervision of the handler while on duty.
- g) Dogs must be between one (01) and five (05) years of age.
- h) Dogs shall always be properly kennelled, groomed and fed to maintain them in good state of health.
- i) Dogs which are not capable to effectively carryout the functions shall be replaced within twenty-four (24) hours.
- j) Fresh food and water as well as equipment such as lead, food and water bowls, choke chains and combos shall always be made available by the Service Provider.
- k) Service Provider is required to provide security service dogs that are trained and competent to perform the following duties: deter crime, search for and apprehend suspects (Guarding and Patrolling)
- l) The service provider is also required to comply with all relevant and applicable legislation regulating the use of security service dogs, the industry norms standards and Rand Water Policies and procedures.

## AD-HOC SERVICES

- Ad-hoc security services will also include specialized security services (crowd control and tactical response teams) and will at times involve working in areas where there are illegal mining activities taking place.
- This will also include the use of military-type armored vehicles that can carry up to six (06) passengers.
- Supervision of ad-hoc services will be done by Supervisors in the Regions where services are taking place.
- Ad-hoc projects will require portable (mobile) guardhouses. Portable guardhouses must be able to accommodate 02 security officers, a table and chairs. The guardhouse must have solar lights.
- Ad-hoc project will require portable/mobile toilets. Portable/mobile toilets must be flushing toilets that will be cleaned once per week.

## PART C4: SITE INFORMATION

### C4. SITE INFORMATION

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### C4. SITE INFORMATION

Rand Water, a state-owned water utility established under the Water Services Act 108 of 1997. It operates continuously (24/7/365) in the Gauteng region of South Africa, supplying bulk water to its customers. Physical security services are central to its mandate of delivering reliable, high-quality water services. The organization has water treatment plants, pumping stations, residential areas, pipelines, and reservoirs.

**SITES NAMES AND RESOURCES ALLOCATION**

Rand Water has area one (01) and two (02) and three (03)

Area one (01) comprises of the following regions (East, North and West Regions) and Area Two (02) comprises of the following regions ( Central and South Regions) area 3 comprises of Emfuleni Local Municipality Sites.

All three areas have ad hoc services requirements

**AREA ONE (01) REGIONS ARE AS FOLLOWS (East, North and West)**

**EAST REGION**

East region has eleven 09 Sites, pipeline patrols and dog services, it requires 63 Security officers and 14 Dog Handlers Grade C PSIRA registered security officers. The region must have Grade B 04 Supervisors, 02 for day shift and 02 for night shift and 16 Bullet proof vests.

No.	Sites	Day	Night	Total Guards	No. of Firearms (Handguns and Rifles)	Digital Hand Radios	Dogs	4x4 Double Cab Bakkies (Patrol Vehicles)
1	Benoni Depot	02	02	04x Grade C	01 Handgun	02	00	00
2	Bloemendal	02	03	05x Grade C	02 Handguns	02	01	00
3	Cullinan 1	02	02	04x Grade C	01 Handgun	02	01	00
4	Cullinan 2	02	02	04x Grade C	01 Handgun	02	01	00
5	Trichardt	02	02	04x Grade C	01 Handgun	02	01	00
6	Wilbeesfontein Reservoir	02	02	04x Grade C	01 Handgun	02	01	00
7	Northridge	02	02	04x Grade C	01 Handgun	02	00	00
8	Airfield	02	02	04x Grade C	01 Handgun	02	00	00
9	Isando	02	02	04x Grade C	01 Handgun	02	00	00
10	Pipeline Patrols	6	6	12x Grade C	06 Rifles	3	06	03
11	Dog Handlers	7	7	14 Grade C	00	00	00	00
	<b>TOTAL</b>	<b>31</b>	<b>32</b>	<b>63</b>	<b>16</b>	<b>21</b>	<b>11</b>	<b>03</b>

**NORTH REGION**

North Region has 11, pipeline patrols and dog services, that require 65 PSIRA trained security officers. The region shall have 02 Supervisors, 01-day shift and 01-night shift and 17 Bullet proof Vests.

No.	Sites	Day	Night	Total Guards	No. of Firearms (Rifles and Handguns)	Base Radio Hand Radio	Dogs	4x4 Double Cab Bakkies
1	Esselen Park	02	02	04 x Grade C	01 Handgun	02	01	00
2	Brakpan	02	03	05 x Grade C	02 Handgun	02	01	00
3	Brakfontein	02	02	04 x Grade C	01 Handgun	02	00	00
4	Selcourt	02	02	04 x Grade C	01 Handgun	02	00	00
5	Modder East	02	02	04 x Grade C	01 Handgun	02	00	00
6	Bronberg	02	02	04 x Grade C	01 Handgun	02	00	00
7	Vlakfontein Reservoir	02	02	04 x Grade C	01 Handgun	02	00	00
8	Klipfontein Reservoir	02	02	04 x Grade C	01 Handgun	02	00	00
9	Hartebeeshoek	02	02	04 x Grade C	01 Handgun	02	00	00
10	Brakpan Hostel	02	02	04x Grade C	01 Handgun	02	00	00
11	S1, S4 Hammer Tank	02	02	04 x Grade C	01 Handgun	02	00	00
12	Pipeline Patrols	06	06	12 x Grade C	03 Rifles	03	06	03
13	Dog Handlers	04	04	08 X Grade C	02 Handgun	02	02	00
	<b>TOTAL</b>	<b>32</b>	<b>33</b>	<b>65</b>	<b>17</b>	<b>27</b>	<b>10</b>	<b>03</b>

## WEST REGION

West Region has 15 sites, pipeline and dog services, that require 116 Grade C security Officers The region should have 04 Security Supervisors, 02 for day shifts and 02 for night shift and 29 Bullet Proof Vests,

No.	Sites	Day	Night	Total Guards	No. of Firearms (Handguns and Rifles)	Digital Hand Radios	Dogs	4x4 Double Cab Bakkies
1	Waterval	02	02	04x Grade C	01Handgun	02	00	00
2	Roodepoort Pump Station	02	02	04x Grade C	01 Handgun	02	00	00
3	Krugersdorp	02	02	04x Grade C	01 Handgun	02	00	00
4	Libanon	05	06	11x Grade C	04 Handguns	03	02	00
5	Well Number 8	02	02	04x Grade C	01 Handgun	02	00	00
6	Townlands-Rustenburg	02	02	04x Grade C	01 Handgun	02	00	00
7	Rustenburg South Reservoir	02	02	04x Grade C	01 Handgun	02	00	00
8	Barnardsvlei	03	04	07x Grade C	02 Handguns	03	01	00
9	Buffelshoek	03	04	07x Grade C	02 Handguns	03	01	00
10	Zuurbekom	02	03	05x Grade C	01 Handgun	02	01	00
11	Driefontein	02	02	04x Grade C	01 Handgun	02	00	00
12	Roodepoort	02	02	04x Grade C	01 Handgun	02	00	00
13	Weltevredenpark	02	02	04x Grade C	01 Handgun	02	00	00
14	Waterkloof	02	02	04x Grade C	01 Handgun	02	00	00
15	Witpoortjie Reservoir	02	02	04x Grade C	01 Handgun	02	00	00
16	Pipeline Patrols	06	06	10 X Grade C	03 Rifles	03	06	03
17	Dog Handlers	13	17	30 X Grade C	08 Handguns	08	08	00
	<b>TOTAL</b>	<b>54</b>	<b>62</b>	<b>116</b>	<b>29</b>	<b>44</b>	<b>19</b>	<b>03</b>

**AREA TWO (02) REGIONS ARE AS FOLLOWS (Central and South Region)**

**CENTRAL REGION**

Central Region has 16 sites, pipelines and dog services , that require 133 PSIRA registered security officers. The region shall have one (01) Supervisor for day shift and 01 for night shift and 37 Bullet Proof Vests.

No.	Sites	Day	Night	Total Guards	No. of Firearms (Handguns and Rifles)	Digital Hand Radios	Dogs	4x4 Double Cab Bakkies
1	Germiston Depot	02	02	04x Grade C	01 Handgun	02	00	00
2	Forest Hill Depot	02	03	05x Grade C	02 Handguns	02	01	00
3	Forest Hill Flats	02	03	05x Grade C	02 Handguns	02	01	00
4	Rietvlei	05	05	10x Grade C	02 Handguns	04	02	00
5	Zwartkopjes Accommodation	02	02	04x Grade C	00 Handguns	02	00	00
6	Special Fabrication Shop	04	05	09x Grade C	02 Handguns	02	02	00
7	Zwartkopjes Farm House No. 1	02	02	04x Grade C	01 Handgun	02	01	00
8	Zwartkopjes Farm House No. 2	02	02	04x Grade C	01 Handgun	02	01	00
9	Zwartkopjes Farm House No. 3	02	02	04x Grade C	01 Handgun	02	01	00
10	Zwartkopjes EMS	02	02	04x Grade C	01 Handgun	02	01	00
11	Zwartkopjes Office Park (WoL)	02	02	04x Grade C	00	02	00	00
12	Meredale Reservoir	02	02	04x Grade C	02 Handguns	02	00	00
13	Klipriviersberg	02	02	04x Grade C	01 Handgun	02	00	00
14	Meyershill	02	02	04x Grade C	01 Handgun	02	00	00
15	Zwartkopjes Shooting Range	02	02	04 x Grade C	01 Handgun	02	01	00
16	Central Depot Vicinity	04	04	08 x Grade C	02 Handguns	02	02	00
17	Pipeline Patrols	08	08	16x Grade C	04 Rifles	04	04	04
18	Dog Handlers	15	21	36 Grade C	12 Handguns	04	04	04
	<b>TOTAL</b>	<b>62</b>	<b>71</b>	<b>133</b>	<b>37</b>	<b>42</b>	<b>21</b>	<b>08</b>

**SOUTH REGION:**

South Region has 20 sites, pipeline patrols and dog services, that require 151 security officers. The region shall have four (04) Security Supervisors 02 for day shift and 02 for night shift. 44 Bullet Proof Vests

No.	Sites	Day	Night	Total Guards	No. of Firearms (Rifles and Handguns)	Digital Hand Radios	Dogs	4x4 Double Cab Bakkies
1	Analytical Services	09	03	12x Grade C	9 Handguns	08	00	00
2	Process Technology	02	02	04x Grade C	01 Handgun	02	00	00
3	Valley Settlement	02	03	05x Grade C	02 Handgun	02	01	00
4	Amanzimtoti	03	03	06x Grade C	01 Handgun	03	00	00
5	Sasol	02	02	04x Grade C	01 Handgun	02	00	00
6	Panfontein	05	05	10x Grade C	01 Handgun	03	00	00
7	Vereeniging Hostel	03	03	06x Grade C	00 Handgun	02	00	00
8	Zuikerbosch Hostel	02	02	04x Grade C	00 Handgun	02	00	00
9	Barrage	03	03	06x Grade C	02 Handguns	03	00	00
10	Daleside	02	02	04x Grade C	01 Handgun	02	01	00
11	Ironside	02	02	04x Grade C	01 Handgun	02	01	00
12	Meyerton	02	04	06x Grade C	02 Handgun	03	01	00
13	Langerand reservoir	02	02	04x Grade C	01 Handgun	02	01	00
14	Spioenkop 1	02	04	06x Grade C	02 Handguns	03	01	00
15	Spioenkop 2	02	04	06x Grade C	02 Handguns	03	01	00
16	Amanzimtoti New reservoir	02	02	04x Grade C	01 Handgun	02	00	00

17	Zuikerbosch Station 5 Project	06	04	10x Grade C	02 Handguns	02	02	00
18	Water Wise House	01	01	02x Grade C	00 Handguns	01	00	00
19	Plot 45	02	02	04 x Grade C	02 Handgun	01	00	00
20	Vaal Dam	02	02	04 x Grade C	01 Handgun	01	00	00
21	Pipeline Patrols	06	06	12 X Grade C	03 Rifles	06	03	03
22	Dog Handlers	14	14	28 X Grade C	7 Handgun	7	7	0
	<b>TOTAL</b>	<b>76</b>	<b>75</b>	<b>151</b>	<b>44</b>	<b>62</b>	<b>19</b>	<b>03</b>

**AREA THREE (03) ARE THE FOLLOWING EMFULENI LOCAL MUNICIPALITY SITES (ELM)**

**Rand Water has been appointed by the Department of Water and Sanitation (DWS) to act as the Implementing Agent to assist the Emfuleni Local Municipality for the Section 63 Intervention on Water and Sanitation Services.**

**It is the condition of appointment for ELM Areas (Areas 3) DWS may, at a later stage appoint a Special Purpose Vehicle to assume the role of implementing agent for the project. In such circumstances, the responsibility for managing the scope of work and administering the contract may transition from Rand Water to the SPV or another designated implementing structure.**

**Given that the procurement process is initiated by Rand Water while acting as the implementing agent, it is important to note that post award the rights and obligations of the Emfuleni portion of the security services Contract will be assigned to the SPV or another designated implementing structure at the time determined by DWS.**

Emfuleni Local Municipality Region has 40 sites, pipeline patrols and dog services, that require 214 security officers. The region shall have seven (07) Security Supervisors, 03 for day shift and 04 for night shift. 47 Bullet Proof Vests

Emfuleni Local Municipality has the following requirements at various Water Treatment Plants, Pumps and Reservoirs

The scope includes provision of 21 Bullet Proof Vests

Item	Waste Water Treatment Plant of Pump no.	Day (Grade C)	Night (Grade C)	Day (Grade B)	Night (Grade B)	Firearm (Handgun and Rifle)	Radio	Dogs	4x4 Double cab bakkies
1	1	2	2	0	0	0	1	0	0
2	2	2	2	0	0	0	1	0	0
3	3	2	2	0	0	0	1	0	0
4	3D	2	2	0	0	0	1	0	0
5	4	2	2	0	0	0	1	0	0
6	5	2	2	0	0	0	1	0	0

7	6	2	2	0	0	0	1	0	0
8	7	2	2	0	0	0	1	0	0
9	8	2	2	0	0	0	1	0	0
10	9	2	2	0	0	0	1	0	0
11	10	2	2	0	0	0	1	0	0
12	12	2	2	0	0	0	1	0	0
13	13	2	2	0	0	0	1	0	0
14	14	2	2	0	0	0	1	0	0
15	15	2	2	0	0	0	1	0	0
16	16	2	2	0	0	0	1	0	0
17	17	2	2	0	0	0	1	0	0
18	18	2	2	0	0	0	1	0	0
19	19	2	2	0	0	0	1	0	0
20	20	2	2	0	0	0	1	0	0
21	23	2	2	0	0	0	1	0	0
22	24	2	2	0	0	0	1	0	0
23	25	2	2	0	0	0	1	0	0
24	28	2	2	0	0	3	1	0	0
25	29	2	2	0	0	0	1	0	0
26	32	2	2	0	0	3	1	0	0
27	Three Rivers Tower & Reservoir	2	2	0	0	0	1	0	0
28	West side Park Station	2	2	0	0	0	1	0	0
29	Evaton Gardens	2	2	0	0	0	1	0	0
30	Boitumelo	2	2	0	0	0	1	0	0
31	Zone 20	2	2	0	0	0	1	0	0
32	40	2	2	0	0	0	1	0	0
33	Sebokeng WWT Plant	11	11	1	1	5	5	8	2
34	Sharpeville Reservoir	2	2	0	1		1	0	0
35	Rietspruit WWT Plant	11	11	1	1	5	5	8	2

<b>36</b>	Houtkop Reservoir	2	2	0	0	0	1	0	0
<b>37</b>	Pressure Release Valve Zone 10	2	2	0	0	0	1	0	0
<b>38</b>	Leeuwkuil WWT Plant	11	11	1	1	8	5	8	2
<b>39</b>	Vanderbijlpark Reservoir	3	5	0	0	0	1	0	0
	<b>TOTAL</b>	<b>106</b>	<b>108</b>	<b>3</b>	<b>4</b>	<b>24</b>	<b>51</b>	<b>24</b>	<b>6</b>

**AD-HOC SERVICES**

*Ad hoc* Services may be required at any of the Areas, Regions, or Rand Water sites and Emfuleni Local municipality sites including where Rand Water of is providing Services. The scope includes provision of 85 Bullet Proof Vests, 10 guard Houses, and 10 Portable toilets and the following requirements.

<b>No</b>	<b>Sites</b>	<b>Day</b>	<b>Night</b>	<b>Total Guards</b>	<b>No. of Firearms</b>	<b>Digital Hand Radios</b>	<b>Dogs</b>	<b>4x4 Double Cab Bakkies (Patrol Vehicles)</b>	<b>Six-Seater Armored Vehicles</b>
1	Crowd Control Officers	50	00	50 x Grade C	25 (Shot guns)	25	00	10	9
2	Tactical Response Officers	50	50	100 x Grade C	28 (Rifles)	25	00	03	00
3	Grade C Armed Officers	50	50	100 x Grade C	25 (Handguns)	25	00	00	00
4	Grade C Dog Handlers	25	25	50x Grade C	25 (Handguns)	10	25	03	00
	<b>TOTAL</b>	<b>70</b>	<b>50</b>		<b>103</b>	<b>85</b>	<b>25</b>	<b>16</b>	<b>9</b>