DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID

BID NUMBER: W11584

DESCRIPTION

RENDERING OF SECURITY SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS: KIMBERLEY OFFICE FOR THE PERIOD OF THIRTY-SIX (36) MONTHS AND UPINGTON AREA OFFICE FOR A PERIOD OF TWELVE (12) MONTHS

BID NUMBER: W11584

ADVERT DATE: 11 NOVEMBER 2026

ISSUER: DEPARTMENT OF WATER AND SANITATION

NB: THERE WILL BE A NON-COMPULSORY HYBRID BRIEFING SESSION

DATE: 20 NOVEMBER 2026
TIME: 11:00
VENUE: HYBRID
PHYSICAL: DEPARTMENT OF WATER AND SANITATION
28 CENTRAL ROAD, BEACONSFIELD
KIMBERLEY
8301

ONLINE: REFER TO THE LINK ON THE ADVERT PLATFORM

CLOSING DATE:10 DECEMBER 2026

AND TIME: 11:00

SUBMIT TENDER DOCUMENT

TO

TO BE DEPOSIT IN:
THE TENDER BOX AT THE ENTRANCE
WATER AND SANITATION
28 CENTRAL ROAD
BEACONSFIELD
KIMBERLEY,8301

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

RENDERING OF SECURITY SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS, KIMBERLEY OFFICE FOR THE PERIOD OF THIRTY-SIX (36) MONTHS AND UPINGTON AREA OFFICE FOR A PERIOD OF TWELVE (12) MONTHS

TABLE OF CONTENTS **PAGE**

PART A: DIRECTIVE TO BIDDERS ON COMPLETION OF SBD FORMS AND PACKAGING OF BID PROPOSAL AND INVITATION TO BID (SBD 1) 3-5

PART B: TERMS AND CONDITIONS FOR BIDDING 6

SECTION 1: LEGALITIES 7-20

SECTION 2: SPECIFICATION 21-25

SECTION 3: PRICING SCHEDULE 28-52

SECTION 4: GENERAL CONDITIONS OF CONTRACT 52-63

SECTION 5: SPECIAL CONDITIONS OF CONTRACT 64-72

SECTION 6: PRIVATE SECURITY SERVICE PROVIDER OFFICE INSPECTION 73

SECTION 7: PENALTIES 73-74

SECTION 8: SCOPE OF WORK (STANDARD AND PARTICULAR SPECIFICATIONS) 75-88

SECTION 9: SERVICE LEVEL AGREEMENT AND PSSP OFFICE INSPECTION FORM 89

SECTION 10: COMPULSORY SUPPLY CHAIN MANAGEMENT AND PRIVATE SECURITY SERVICE PROVIDERS DOCUMENTATION 89-91

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

PART A

DIRECTIVE TO BIDDERS ON COMPLETION OF SBD FORMS AND PACKAGING OF BID PROPOSAL

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid Proposals with each document being placed under the correct Annexure. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder) The dates on this all-SBD forms must be a date which is within the bid advert period

TABLE OF CONTENTS FOR BID PROPSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SBD 1	**A**	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 3.2	**B**	Bidders Are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. **Bidders who are not VAT Vendors are not allowed to charge VAT** Bidders are required to constantly verify their TAX Status on CSD to ensure that their tax matters are in order.	
SBD 4	**C**	This document must be completed in full. **Bidders attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bided or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be in line with what is captured in the CSD report**	
SBD 6.1	**D**	**This document must be completed in full. Bidders are advised to ensure that information captured in this form is aligned to information contained in the CSD Reports.**	
BBBEE Certificate/Sworn affidavit	**E**	**Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.**	
CSD Report	**F**	**Bidders are requested to provide copies of reg CSD Report.**	
Certificate of authority for signatory	**G**	**3 Different forms are attached. Bidders are required to only complete on form which is relevant to their situation**	
Bid Proposal	**H**	**A detailed bid proposal in line with the Specifications or Terms of Reference must be attached**	

PART A **SBD 1**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	W11584	CLOSING DATE: 10 DECEMBER 2026		CLOSING TIME:	11:00
DESCRIPTION	RENDERING OF SECURITY SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS: KIMBERLEY OFFICE FOR THE PERIOD OF THIRTY-SIX (36) MONTHS AND UPINGTON AREA OFFICE FOR A PERIOD OF TWELVE (12) MONTHS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:
THE TENDER BOX AT THE ENTRACE
DEPARTMENT OF WATER AND SANITATION
28 CENTRAL ROAD, BEACONSFIELD
KIMBERLEY
8301

KIMBERLEY

NB: The bid box is generally open 24 hours a day, 7 days a week.
ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. M Christie** **Ms. S Letebele**	CONTACT PERSON	**Mr. MJ Moletsane** **Mr. KS Ramoroka**
TELEPHONE NUMBER	**053 836 7642/ 053 836 7643**	TELEPHONE NUMBER	**(053) 830 8805/ 012 336 7478**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	ChristieMa@dws.gov.za LetebeleS@dws.gov.za	E-MAIL ADDRESS	MoletsaneJ@dws.gov.za RamorokaK@dws.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
QUOTED PRICE	**R**				
QUOTED PRICE IN WORDS					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	**MAAA**

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

DEPARTMENT OF WATER AND SANITATION
BID NO:

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3	THIS BID IS SUBJECTED TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS CONTRACT
1.4	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7)
1.5	THE SUCCESSFUL BIDDER WILL BE APPROVED SUBJECT TO POSITIVE SECURITY SCREENING BY STATE SECURITY AGENCY (SSA)
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……..

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Water & Sanitation (Northern Cape)
Contact Person: Ms. M Christie/ Ms. S. Letebele
Telephone No.: (053) 836 7642/053 836 7643 (During office hours)
Email Address: ChristieMa@dws.gov.za/ LetebeleS@dws.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. RS Ramoroka/ Mr. MJ Moletsane
Telephone No.: (053) 830 8805/ 012 336 7478 (During Office Hours)
Email Adress: RamorokaK@dws.gov.za/ MoletsaneJ@dws.gov.za

SECTION 1: LEGALITIES

1. Instructions to Bidder

2. Supply Chain Management Compliance: Standard Bidding Documents (SBD)

1. INSTRUCTIONS TO BIDDERS

CONTENTS

1. Issuing of documents
2. Queries with respect to this bid
3. Compulsory Documentation
4. Completion of Bids
5. Submission of Bids
6. Signature on Bids
7. Non Compulsory Briefing Session (Hybrid)
8. General and Special Conditions of Contract
9. Application of the preference point system
10. Bids to comply with documents
11. Certificates
12. Bid Validity Period
13. Telegraphic bids
14. The Department's right to decline any bid
15. Acceptance of Bid Offer
16. Department is not liable for bidder’s expenses
17. Payments made under this contract
18. Rejection of bids
19. Results of bids
20. Insurance Documentation
21. Evaluation Criteria

INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

(a) A document is issued to a prospective Bidder. These documents are obtained at a predetermined cost from the Department of Water and Sanitation:
SUPPLY CHAIN MANAGEMENT
THE TENDER BOX AT THE ENTRANCE
DEPARTMENT OF WATER AND SANITATION
28 CENTRAL ROAD, BEACONSFIELD
KIMBERLEY
8301

(b) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct, or should any pages be missing from this document or should this document or the drawing(s) contain any obvious errors, the Bidders must immediately notify the Employer in order to have any discrepancy rectified or clarified before submitting his bid. Such clarification will be valid only if made by the Department by means of formal amendment as described hereunder prior to the date of submission of bids. The Department may issue amendments to clarify or modify the Bid Documents. A copy of each amendment will be issued to each bidder and shall be acknowledged on the form issued with the amendments. No claim whatsoever will be entertained for faults in the bid price resulting from the above-mentioned discrepancies.

(c) No alterations, omissions or additions shall be made to this document, but should it be deemed necessary to do so, the Bidder is at liberty to qualify his bid.

(d) All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in this document.

(e) The number of guards required in this Bid document may vary from time to time. The successful bidder will be notified in writing of the number of guards to be added or removed to and from the site.

(f) It is a requirement of this contract that the successful bidder have a command post / site office in a radius of 100 to 500km from the actual site where the service will be rendered. An inspection of the command post / site office will be conducted by DWS Officials on appointment of the successful service provider.

2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature may be directed in writing to Mr. Simon Ramoroka, ASD: Security Management on the following e-mail address ramorokak@dws.gov.za

3. ADMINISTRATIVE DOCUMENTATION

3.1 SUPPLY CHAIN MANAGEMENT ADMINISTRATIVE FORMS TO BE COMPLETED BY THE BIDDER

The bidder must ensure that all documents as attached to this bid is fully and neatly completed and also that signatures are made to all areas where it is indicated to do so. The documents are as follows:

a. Declaration of Interest (SBD 4)
b. Preference Points Claim in terms of PPR, 2022 (SBD 6.1)
c. Originally certified copy of the companies B-BBEE registration certificate (if registered in terms of PPR of 2022)
d. Proof of registration on the National Treasury Central Supplier Database (CSD).

3.2 DOCUMENTATION TO BE ATTACHED BY BIDDERS

The documents to be attached are as follows:

a. Schedule of Bidders Particulars
b. Schedule of similar work undertaken
c. Annexure 10: Pricing Schedule (Pricing Schedule must include all cost and taxes)
d. Copies of Identification Document(s) for company directors
e. Submission of a letter of Good Standing with the Compensation Commissioner (Workmen's compensation)
f. Submission of a letter of Good Standing with the Unemployment Insurance Fund (UIF)
g. Letter of intent for Public Liability Insurance to the value of five (5) million rand.
h. Submission of Registration Certificates of both the company and its Directors with PSIRA as per PSIRA Act 56 of 2001.
i. Submission of a letter of Good Standing with PSIRA for the company
j. PSIRA Registered Employee List (PSIRA Listing of employees for service provider as listed with PSIRA)
k. Certified copies of vehicle registration documents registered in the company's name.
l. Copy of Firearms Licenses.
m. Firearm Competent Training Certificates of all employees.
n. An example (single page) of security registers to be utilized by the private security service provider (Example: Occurrence Book, access register, attendance register, firearm permits and register, asset movement register, incident and investigation reports, etc.)
o. Proof of current and/or previous security contracts in the Private Sector or Government.
p. Reference letter(s) from current and/or previous client(s) relating to service delivery Private Sector or Government.
q. List of and proof of two-way communication devices and registration according to ICASA requirements.
r. Clearance certificate of current and/or previous National Key Point deployment for security services (If available).

4. COMPLETION OF BIDS

The bid must be signed on the Invitation to Bid form (SBD 1) annexed here to with all blanks in the bid and the appendix filled in.

(a) All spaces in the Standard Bidding Documents (SBD), bid forms and other annexure(s) shall be completed in full.

(b) The Special Conditions of Contract contained in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.

(c) The bid documents shall not be separated in any way nor must any pages be detached from the original documents.

5. SUBMISSION OF BIDS

Original Bid Documents shall be duly completed, signed and submitted as follows:
(a) The original Bid, together with a covering letter and supporting documents, shall be sealed in an envelope endorsed:

BID NO: W11584: RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS, KIMBERLEY OFFICE FOR THE PERIOD OF THIRTY-SIX (36) MONTHS AND UPINGTON AREA OFFICE FOR A PERIOD OF TWELVE (12) MONTHS
and the name of the Bidder shall be clearly shown.

(b) Bids, sealed and endorsed as above, should be deposited in the tender box placed at the entrance of

THE TENDER BOX
DEPARTMENT OF WATER AND SANITATION
28 CENTRAL ROAD, BEACONSFIELD
KIMBERLEY
8301

Tel: 053 836 7642/ 053 836 7643

6. SIGNATURE ON BIDS

The Bid, if by an individual, must be signed by that individual or by someone on his behalf duly authorized thereto and proof of such authority must be produced. If the bid is by a Company it must be signed by a person duly authorized thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.

The said company/supplier must confirm that it has familiarized itself with the item description, specification and bid conditions and if the bid consist of more than one item it should be clearly indicated in respect of which item(s) the supportive letter has been issued. The Company Director/s or person/s authorized to do so must initial each page, of the bid document, at the bottom. Failure to do so may invalidate the bid.
If the bid is submitted by joint venture of more than one person and/or Companies and/or firms it shall be accompanied by the following:

(a) The original or a certified copy of the joint venture agreement under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will

function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.

(b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorizing the person who signed the bid to do so.

7. NON-COMPULSORY HYBRID BRIEFING SESSION

Kindly note that there would be non-compulsory hybrid briefing session for this bid indicated in the bid document. Please take note that all questions could be raised by the prospective service provider at the briefing session.

7.1 NON-COMPULSORY HYBRID BRIEFING SESSION ATTENDANCE: The briefing session will be held in hybrid format. The meeting link will be shared and the attendance register should be populated in the Chat Box (the name of company, the name and surname of the representing official as well as the contact details {telephone/ cellphone and email address} should be clearly stated).

DATE: 20 NOVEMBER 2026
VENUE: HYBRID
PHYSICAL: DEPARTMENT OF WATER AND SANITATION
28 CENTRAL ROAD, BEACONSFIELD
KIMBERLEY
8301

ONLINE: REFER TO THE LINK ON THE ADVERT PLATFORMS

8. GENERAL AND SPECIAL CONDITIONS OF CONTRACT

The General and Special Conditions of Contract shall be regarded as an integral part of the contract documents.

9. APPLICATION OF THE PREFERENCE POINT SYSTEM

This tender will be evaluated on either 80/20 preference point system, and the lowest acceptable tender will be used to determine the applicable preference point system as provided for in the Preferential Procurement Regulation 2022 section 3(ii).

10. BIDDERS TO COMPLY WITH DOCUMENTS

Where applicable, Bidders must allow in their Bids for all labour, material, machinery and everything necessary for the execution and completion of the Contract in accordance with the bid document and Service Level Agreement (SLA). No alterations may be made in the Invitation to Bid, Schedule of Quantities or other documents and the bid will be deemed to comply entirely with the terms of the documents.

11. CERTIFICATES

The Bidder should submit at closure of the bid **all** the relevant registration certificates as specified in paragraph three (3) above.
The Bidder shall submit proof of insurance as specified in the Special Conditions of Contract, Sub-Clause 11.1 within **30 days** after receipt of **"Letter of notification to Bidder"** from the Department. Failure to comply with this requirement within the 30 calendar days shall result in the bid being awarded to another bidder.

12. BID VALIDITY PERIOD

The bid offer must be valid for at least **120 days** from closing time. If requested in writing by DWS, the validity period stated in the bid document may be extended.

13. TELEGRAPHIC BIDS

No bid forwarded by telegram, telex, facsimile, e-mail or similar apparatus will be considered.

14. THE DEPARTMENT'S RIGHT TO DECLINE ANY BID

The Department does not bind itself to accept the lowest or any bid. Late bids will not be accepted.

15. ACCEPTANCE OF BID OFFER

The bid offer will only be acceptable if the bidder complies with all the requirements as stated in the bid document.
No official order will be issued before the signing of the Service Level Agreement which is included in this document. The signing of the SLA should take place before the issuing of an order.
TAKE NOTE: The successful bidder (service provider) must not commence with the security service without confirmation of purchase order (PO).

16. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

The Department will not be held liable for any expenses incurred in preparing and submitting bids.

17. PAYMENTS UNDER THE CONTRACT

All payments due to the Contractor in terms of the contract will be done by means of Electronic Fund Transfer (EFT).
Contractors must provide the necessary details of their bank account in a standardized entity forms supplied by the Department of Water and Sanitation.

18. REJECTION OF BID

Bids not complying with the above-mentioned requirements and specifications may be regarded as incomplete and may not be considered.

19. RESULTS OF BIDS

Awarded bidder will be published.

20. INSURANCE DOCUMENTATION

Successful bidder will be expected to secure insurance with legitimate financial institution to the value indicated in **B. SPECIAL CONDITIONS OF CONTRACT, Sub clause 5.2**
Proof of such insurance policy **must** be provided to the Department of Water and Sanitation within 30 days after receipt of "Letter of notification to Bidder" from the Department of Water and Sanitation and be kept active for the duration of the contract. Time to time an updated letter from the financial institution in question would be requested for monitoring purpose and compliance with a contract.

The bids will be evaluated in line with the following criteria:

21. ADMINISTRATIVE COMPLIANCE

Bidders are required to comply with the following list below:

No	Criteria	Yes	No
1	**Companies must be registered with the National Treasury's Central Supplier Database. Provide proof of print out from CSD.**		
2	**Tax compliant with SARS (to be verified through CSD and SARS).**		
3	**Complete, sign, submit SBD 1, SBD 3.2, SBD 4, SBD 6.1**		

EVALUATION CRITERIA

The DWS will evaluate all proposals in terms of the Preferential Procurement Regulations (PPR) 2022. A copy of the PPR 2022 can be downloaded from www.treasury.gov.za. In accordance with the PPR 2022, submissions will be adjudicated on **80/20** points system and the evaluation criteria. Proposals received will be evaluated on three (3) phases namely:

PHASE ONE: MANDATORY COMPLIANCE

PHASE TWO: FUNCTIONALITY/TECHNICAL EVALUATION

PHASE THREE: SITE INSPECTION TO BE CONDUCTED TO THE SHORT-LISTED BIDDERS

PHASE FOUR: EVALUATION OF PRICE AND SPECIFIC GOALS

PHASE FIVE: STATE SECURITY AGENCY SECURITY SCREENING RESULTS

PHASE ONE: MANDATORY COMPLIANCE

Bidders must submit the following mandatory documents:

MANDATORY CRITERIA	REQUIREMENT
1. Certificate of confirmation issued by the **Registrar of Companies** and in the name of the Company	Attach certificate issued by the registrar of companies in the name of the Company
2. Valid Copy of **company registration certificate with PSIRA**	Attach valid company registration certificate with PSIRA in the name of the company
3. Valid copy of all Company **director/s Grade**	Attach valid copy of Grade A PSIRA

A PSIRA registration certificate	registration certificate for directors of the Company
4. Valid PSIRA letter of good standing not older than 3 months	Attach valid letter of good standing not older than 3 months in the name of the company
5. Valid certified copies of Directors' identity documents **(South African Citizens only)**	Attach certified South African ID copies of director(s) of the company
6. Valid Letter of good standing from Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA) from the Department of Employment and Labour in the name of the Company or and Close Corporation (Security Industry) / Valid Letter for Tender purposes.	Attach certified and valid COIDA letter of good standing for tender purposes / Valid Letter for Tender purposes from Department of Employment and Labour.
7. Proof of insurance / Letter of Intent for Public Liability Cover with a registered Financial Services Provider (FSP) company to the value of 5 million rands in the name of the company and/or Close Corporation.	Attach proof of Public Liability insurance cover or Letter of intent from a FSP registered company
NB: The validity period of all certified copies of documents must not exceed six months.	

Failure to comply with all the above mandatory requirements will result in disqualification.

PHASE TWO: – TECHNICAL EVALUATION

The bidder is expected to achieve a minimum required score of 70% for functionality in order to qualify to the next phase. Bids that do not meet the minimum required score will be disqualified. The Functional/Technical criteria are:

Bidders will be evaluated in the following manner:

EVALUATION CRITERIA	WEIGHT
PAST COMPANY EXPERIENCE: This refers to the number of years of experience of the bidder to undertake the scope of work outlined in this quotation. **A proven track record with signed reference letters and/or appointment letter from previous / current clients of security guarding services experience (clearly reflecting company name, contact number, contract duration with start and end date, contract value). Company experience in security industry measured as per below, i.e. score x 5 = points**	**25**

Number of years	Score	Value
4 years and above	5	
Above 3 – 4 years	4	
Above 2 – 3 years	3	
Above 1– 2 years	2	
1 year	1	
Below 1 year	0	

<table>
<tr><th>EVALUATION CRITERIA</th><th>WEIGHT</th></tr>
<tr><td>
CONTROL ROOM:
Attach the following:
a) Proof of address
b) PSIRA qualification
c) Control room certificate of the operator.
d) Sworn affidavit for control room confirming information for bullets a) to c).

Measured as per below, i.e. score x 5 = points
<table>
<tr><th>Availability of control room</th><th>Score</th><th>Value</th></tr>
<tr><td>a) Control room available, fully functional, operating 24/7 manned by competent personnel. Please attach PSIRA qualification and control room certificate of the operator, proof of address for the control room and sworn affidavit confirming information for bullets a) to c).</td><td>5</td><td></td></tr>
<tr><td>b) Control room available, fully functional, operating 24/7 manned by competent personnel. Please attach PSIRA qualification of the operator, proof of address for the control room and sworn affidavit confirming information for bullets a) to c).</td><td>4</td><td></td></tr>
<tr><td>c) Control room available and fully functional operating 24/7 confirmed in a sworn affidavit confirming information for bullets a) to c).</td><td>3</td><td></td></tr>
<tr><td>d) Control room available and fully functional operating 24/7 without sworn affidavit confirming information for bullets a) to c).</td><td>2</td><td></td></tr>
<tr><td>e) Control room available supported by proof of address</td><td>1</td><td></td></tr>
<tr><td>f) No control room</td><td>0</td><td></td></tr>
</table>
</td><td>25</td></tr>
<tr><td>
IMPLEMENTATION PLAN consisting of the following documents:
1. Company profile
2. Deployment plan
3. Operational plan
4. Contingency Plan
5. Communication plan
Measured as per below, i.e. score x 5 = points
<table>
<tr><th>DOCUMENTS</th><th>Score</th><th>Value</th></tr>
<tr><td>• Communication plan (key points as how will the service provider will ensure effective communication on-site, control room and different stakeholders)
• Contingency Plan summarizing key points as to what the service provider will do in crisis / emergency situations such as, but not limited to, staff shortages, strikes, bomb threats, fire, ad-hoc activities.
• Operational plan indicating access control procedures, recordkeeping procedures, management of staff and attendance, frequency of site meetings.
• Deployment plan service provider to indicate on how they are going to deploy security guards on site (provide on-site schedules/duty roster).
• Company Profile reflecting resources, services rendered, company experience, PSIRA registration.</td><td>5</td><td></td></tr>
<tr><td>• Contingency Plan summarizing key points as to what the service provider will do in crisis / emergency situations such as, but not limited to, staff shortages, strikes, bomb threats, fire, ad-hoc activities.</td><td>4</td><td></td></tr>
</table>
</td><td>25</td></tr>
</table>

EVALUATION CRITERIA			WEIGHT
• Operational plan indicating access control procedures, recordkeeping procedures, management of staff and attendance, frequency of site meetings. • Deployment plan service provider to indicate on how they are going to deploy security guards on site (provide on-site schedules/duty roster). • Company Profile reflecting resources, services rendered, company experience, PSIRA registration.			
• Operational plan indicating access control procedures, recordkeeping procedures, management of staff and attendance, frequency of site meetings. • Deployment plan service provider to indicate on how they are going to deploy security guards on site (provide on-site schedules/duty roster). • Company Profile reflecting resources, services rendered, company experience, PSIRA registration.	3		
• Deployment plan service provider to indicate on how they are going to deploy security guards on site (provide on-site schedules/duty roster). • Company Profile reflecting resources, services rendered, company experience, PSIRA registration.	2		
• Company Profile reflecting resources, services rendered, company experience, PSIRA registration.	1		
• Non-submission	0		
Training Plan explaining specific target areas and intended audience: Comprehensive detailed Training Plan/Schedule for Security Guard/Officer	1. Training plan 2. Frequency of training 3. Detailed Objectives of a particular training 4. Detail Monitoring process In order of priority 1,2,3, and 4=5 1,2 and 3=4 1,3 and 4=3 1 and 3 =2 Any of 1,2 ,3 or 4=1 Non submission = 0		**15**
Security equipment. The service provider to list available equipment to be used for the project and provide pictures hereof. 1.Batons 2.Torches 3.Hand Cuffs 4.Hand Held Metal detectors 5.Registers 6.Communication radios	Key security equipment to be deployed on the project: 1. All equipment listed =5 2. 1,2,3,5,and 6=4 3. 1,2,5,and 6=3 4. 2,5,and 6= 2 5. Any of 1,2,3,4,5 or 6=1 6. Non submission = 0		**10**

EVALUATION CRITERIA	WEIGHT
SUB TOTAL	**100**

Bidders are required to attain 70 % on functionality to be further evaluated on phase 3 of site inspection at the Bidder's business address where security operations are conducted. Bidders who fail to meet the minimum threshold of 70% shall be disqualified!!!

PHASE THREE: SITE INSPECTION TO BE CONDUCTED TO THE SHORT-LISTED BIDDERS

This inspection will be conducted unannounced by the evaluation committee at the Main/ Head Offices of the Bidder as per the below compulsory site inspection template to test readiness, compliance, and competence of the Security Company at an Address provided in the bid document.

Compulsory Site Inspection Template (Bidder must not complete this Template)

Name of Bidder:				
	Area: City/Town			
	Area Municipality			
	Area Province			
BIDDERS / COMPANY BUSINESS OFFICES				
Proof of Physical Address		*Verified: (Yes / No)*	*Compliant*	*Not Compliant*
Telephone (Landline) OR Cell number		*Verified: (Yes / No)*	*Compliant*	*Not Compliant*
Email Address		*Verified: (Yes / No)*	*Compliant*	*Not Compliant*
COMPANY / BIDDERS OPERATIONAL CONTROL ROOM				
Does the bidder have an Operational Control Room?	*Yes/No*	*Comments:*	*Compliant*	*Not Compliant*
Is the control room fully operational?	*Yes/No*	*Comments:*	*Compliant*	*Not Compliant*
Is the Operational control room manned by a competent person? What PSIRA qualification does the officer have?	*Yes/No*	*Comments:*	*Compliant*	*Not Compliant*
Does the Operational Control Room have a functional base communication Station?	*Yes/No*	*Comments:*	*Compliant*	*Not Compliant*
Does the official who is appointed to man the Operational control room make entries in the Occurrence Book/ Electronic occurrence book?	*Yes/No*	*Comments:*	*Compliant*	*Not Compliant*
Is the following equipment available: *Safe* *Radio/Communication equipment* *Landline Telephone* *Other security equipment (Torches, Handcuffs,*	*Yes/No*	*Comments:*	*Compliant*	*Not Compliant*

Batons, Handheld metal detectors, registers and communication radios)				
BIDDERS / COMPANY RECORDS				
Total number of personnel as per payroll or PSIRA personnel list of the bidder	*Yes/No*	*Comments:*	*Proof*	*No Proof*
Proof of salaries of guards (ensure if it is in-line with PSIRA tariffs)	*Yes/No*	*Comments:*	*Proof*	*No Proof*
Proof of recent / previous projects:	*Yes/No*	*Comments:*	*Proof*	*No Proof*
1			*Compliant (Proof)*	*Not Compliant*
2			*Compliant (Proof)*	*Not Compliant (No proof)*
3			*Compliant (Proof)*	*Not Compliant (No Proof)*
4			*Compliant (Proof)*	*Not Compliant (No Proof)*
5			*Compliant (Proof)*	*Not Compliant (No Proof)*
Does the bidder have uniform and is it branded?			*Compliant*	*Not Compliant*
Does the bidder have vehicles and are the vehicles marked / branded?			*Compliant*	*Not Compliant*
Are the bidder's vehicles installed with radio/ communication systems?			*Compliant*	*Not Compliant*
Is the radio/ communication system in the bidder's vehicles functional?			*Compliant*	*Not Compliant*

Bidders are expected to fully comply with all of the above to move to the next phase

PHASE FOUR: EVALUATION OF PRICE AND SPECIFIC GOALS

Evaluation of Price and Specific Goals	Bidders should take note that points will be claimed for specific goals in terms of Preferential Procurement Regulation, 2022. Such claims should be accompanied by either an original SANAS accredited certificate or a certified copy of such a certificate or sworn affidavit to qualify for the points.	Note by Initialing

The 80/20 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	**20**
PRICE	**80**
Total	**100**

Price

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

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

Where:
Ps= Points scored for comparative price of bid under consideration
Pt= Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents Required for verification of Points allocation: -

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = Mpa \times \frac{P\text{-}own}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

PHASE FIVE: STATE SECURITY AGENCY SECURITY SCREENING CERTIFICATE

State Security Agency Security Screening Certificate	The bid will be rendered non-responsive if the bidder fails to be cleared positively by the State Security Agency (SSA).	Note by Initialing

Bidders are encouraged to prioritise 65% of labour from the Sol Plaatje Local Municipality for Kimberley office and Dawid Kruiper Local Municipality for Upington office.

SECTION 2: SPECIFICATION
SECTION 2.1: KIMBERLEY OFFICE

SPECIFICATION			NORTHERN CAPE PROVINCIAL OPERATIONS: KIMBERLEY OFFICE FOR THE PERIOD OF THIRTY-SIX (36) MONTHS									
NO	**SITES**	GRADE B (Supervisor) Armed= Non-Armed=	GRADE C Armed= Non-Armed=	Total amount of Security per Month	Fixed PTT Radios Clocking tags Required Monthly Cost	YEAR 1 (2026-2027) Fixed PTT Radios Clocking tags Required Annual Cost	YEAR 1 (2026-2027) Total Security Cost Price X 12 Months	YEAR 2 (2027-2028) Fixed PTT Radios Clocking tags required annual cost	YEAR 2 (2027-2028) Fixed PTT Radios Clocking tags required annual cost	YEAR 3 (2028-2029) Fixed PTT Radios Clocking tags annual cost	YEAR 3 2028-2029) Fixed PTT Radios Clocking tags annual cost	TOTAL AMOUNT
1	DWS (Kimberley Office)	2 X Unarmed 1=Male 1=Female	9 X Unarmed 5=Males 4=Females	Grade B x 2 Grade C x 9 Total= 11	2x (Two) PPT Integrated into clocking tags patrol system 6x (Six) Clocking tag reports to be provided Patrol Device with Time and Attendance, PTT and Tracking 4 x Hand Held Metal detectors 3 x batons 3 x handcuffs 3 x Pepper Sprays 3 x Torches	**PLEASE REFER TO THE DETAILED PRICING ANNEXURE 10 BELOW**						
		Total= 2	**Total=9** **Males=5** **Females=4**									

DETAILED PRICING SCHEDULE

1. KIMBERLEY OFFICE FOR THE PERIOD OF THIRTY-SIX (36) MONTHS									
Item	**Area/Office/Unit**		**Province**	**Town**		**Site Description**		**PSIRA Area**	
1	DWS (Kimberley Provincial Office)		Northern Cape	Kimberley		28 Central Road, Beaconsfield, Kimberley		**1**	
	SECURITY OFFICERS:		Security Officers will be on duty 24 hours a day for seven days a week(Monday to Sunday) except where otherwise specified by the Department of Water and Sanitation.						
	SUPERVISOR:		Duties will include but is not limited to supervision, monitoring of guards, liaising between client and contractor, security meetings, incident investigation, etc. as required by the Department of Water and Sanitation.						
	SECURITY GUARDS:		Duties will include but is not limited to access control, security patrols and general guarding duties, etc. as required by the Department of Water and Sanitation.						
	Security Specifications			**Year One (2026-2027)**		**Year Two (2027-2028)**		**Year Three (2028-2029)**	
	Security Grade	**Qty**	**Armed/Unarmed**	**Unit Price (Excl. VAT)**	**Total Per Month (Excl. VAT)**	**Unit Price (Excl. VAT)**	**Total Per Month (Excl. VAT)**	**Unit Price (Excl. VAT)**	**Total Per Month (Excl. VAT)**
	B	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
		2	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
	C	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
		9	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
	PTT Radios	2	PPT Integrated into clocking tags patrol system (Patrol Device with Time and Attendance, PTT and Tracking)	R.....	R.....	R.....	R.....	R.....	R.....
	Clocking tags	6	Clocking tag reports to be provided (Patrol Device with Time and Attendance, PTT and Tracking)	R.....	R.....	R.....	R.....	R.....	R.....
					Sub-Total (Per Month)		R.....		R.....
					15% VAT		R.....		R.....
					Total Price (Per Month)		R.....		R.....
					Total Price (12 Months)		R.....		R.....

TOTAL BID PRICE

Please note the below columns must be completed and yearly cost (total price for twelve (12) months) must correspond with prices as calculated above Total cost per year and total contract cost must include 15% VAT.

NORTHERN CAPE PROVINCIAL OPERATIONS					
ITEM	**SITE DESCRIPTION**	**TOTAL COST PER YEAR (Including 15%VAT)**			**TOTAL CONTRACT COST (Including 15% VAT) THREE YEARS (2026 - 2029)**
		YEAR ONE (2026 - 2027)	**YEAR TWO (2027 - 2028)**	**YEAR THREE (2028 – 2029)**	
1	DWS (Kimberley Office)	R.....	R.....	R.....	**R.....**
TOTAL CONTRACT COST FOR PRIVATE SECURITY SERVICES FOR THE NORTHERN CAPE PROVINCIAL OPERATIONS: KIMBERLEY FOR A PERIOD OF THIRTY-SIX MONTHS (36)					**R.....**

SECTION 2: SPECIFICATION
SECTION 2.2: UPINGTON OFFICE

SPECIFICATION			NORTHERN CAPE PROVINCIAL OPERATIONS: UPINGTON OFFICE FOR THE PERIOD OF TWELVE (12) MONTHS									
NO	**SITES**	GRADE B (Supervisor) Armed= Non-Armed=	GRADE C Armed= Non-Armed=	Total amount of Security per Month	Fixed PTT Radios Clocking tags Required Monthly Cost	YEAR 1 (2026-2027) Fixed PTT Radios Clocking tags Required Annual Cost	YEAR 1 (2026-2027) Total Security Cost Price X 12 Months					TOTAL AMOUNT
1	DWS (Upington Office)	2 X Unarmed 1=Male 1=Female	16 X Unarmed 10=Males 6=Females	Grade B x 2 Grade C x 16 Total= 18	2x (Two) PPT Integrated into clocking tags patrol system 6x (Six) Clocking tag reports to be provided Patrol Device with Time and Attendance, PTT and Tracking 4 x Hand Held Metal detectors 3 x batons 3 x handcuffs 3 x Pepper Sprays 3 x Torches	**PLEASE REFER TO THE DETAILED PRICING ANNEXURE 10 BELOW**						
		Total= 2	**Total=16** **Males=10** **Females=6**									

DETAILED PRICING SCHEDULE

1. UPINGTON OFFICE FOR THE PERIOD OF TWELVE (12) MONTHS								
Item	**Area/Office/Unit**		**Province**	**Town**		**Site Description**		**PSIRA Area**
1	DWS (Upington Office)		Northern Cape	Upington		Upington Office, Louisville Road.		**1**
	SECURITY OFFICERS:		Security Officers will be on duty 24 hours a day for seven days a week(Monday to Sunday) except where otherwise specified by the Department of Water and Sanitation.					
	SUPERVISOR:		Duties will include but is not limited to supervision, monitoring of guards, liaising between client and contractor, security meetings, incident investigation, etc. as required by the Department of Water and Sanitation.					
	SECURITY GUARDS:		Duties will include but is not limited to access control, security patrols and general guarding duties, etc. as required by the Department of Water and Sanitation.					
	Security Specifications		**Year One (2026-2027)**					
	Security Grade	**Qty**	**Armed/Unarmed**	**Unit Price (Excl. VAT)**	**Total Per Month (Excl. VAT)**			
	B	0	Armed	R.....	R.....			
		2	Unarmed	R.....	R.....			
	C	0	Armed	R.....	R.....			
		16	Unarmed	R.....	R.....			
	PTT Radios	2	PPT Integrated into clocking tags patrol system (Patrol Device with Time and Attendance, PTT and Tracking)	R.....	R.....			
	Clocking tags	6	Clocking tag reports to be provided (Patrol Device with Time and Attendance, PTT and Tracking)	R.....	R.....			
	Sub-Total (Per Month)						R.....	R.....
	15% VAT						R.....	R.....
	Total Price (Per Month)						R.....	R.....
	Total Price (12 Months)			R			R.....	R.....

TOTAL BID PRICE

Please note the below columns must be completed and yearly cost (total price for twelve (12) months) must correspond with prices as calculated above Total cost per year and total contract cost must include 15% VAT.

NORTHERN CAPE PROVINCIAL OPERATIONS					
ITEM	**SITE DESCRIPTION**	**TOTAL COST PER YEAR (Including 15%VAT)**			**TOTAL CONTRACT COST (Including 15% VAT) TWELVE MONTHS (WITHIN 2026 – 2029 FINANCIAL YEARS)**
		YEAR ONE (2026 - 2027)			
1	DWS (Upington Office)	R.....			**R.....**
TOTAL CONTRACT COST FOR PRIVATE SECURITY SERVICES FOR THE NORTHERN CAPE PROVINCIAL OPERATIONS: UPINGTON FOR A PERIOD OF TWELVE MONTHS (12)					**R.....**

ANNEXURE 10

DEPARTMENT OF WATER AND SANITATION

(Non-firm Bid)

BID NO:

RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS, KIMBERLEY OFFICE FOR THE PERIOD OF THIRTY-SIX (36) MONTHS AND UPINGTON OFFICE FOR A PERIOD OF TWELVE (12) MONTHS

3.2 PRICING SCHEDULE

RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS: KIMBERLEY OFFICE FOR THE PERIOD OF THIRTY-SIX (36) MONTHS AND UPINGTON OFFICE FOR A PERIOD OF TWELVE (12) MONTHS

NB : USE INK PREFERABLY BLACK TO FILL IN THIS FORM

NAME OF BIDDER: _____

VALIDITY: 120 DAYS

3.2.1. GENERAL DESCRIPTION OF WORK AND SCHEDULE OF GUARDING SERVICES

Rendering of continuous armed & unarmed security guarding services as follows:		
Standard rules which is to be taken into account when pricing done for the services to be rendered. The bidder must write "Take Note" in the empty spaces under the "Take Note" column.		
No:	**Standard services requirement**	**Initial page**
a	**Weekdays:** Monday to Friday 24 hour shifts (Starting Monday at 06h00 AM until Saturday06h00 AM)	
b	**Weekends:** Saturday to Sunday 24-hour shifts (Starting Saturday at 06h00 AM until Monday 06h00 AM)	
c	**National Holidays :** Service to be rendered as per weekend's description which is a 24-hour guard service	
d	**Day Shift:** Starting at 06h00 AM until 18h00 PM	
e	**Night Shift:** Starting at 18h00 PM until 06h00 AM	
f	**Security Aids:** The bidder must ensure that the Supervisors and Guards as per the specification are equipped with company uniform and equipment such as firearms and licenses, torches, two-way handheld radios' for on-site communication and to contact the PSSP control room , occurrence books and pocket books and all other security equipment as per the PSIRA requirements.	
g	**Branded Patrol Vehicle:** The bidder must ensure that a branded patrol vehicle is available at all time for the full duration of the contract.	

3.2.2. SPECIAL CONDITIONS OF WORK AND SCHEDULE OF GUARDING SERVICES

Special rules and conditions which are to be taken into account when pricing done for the services to be rendered. The bidder must write "Take Note" in the empty spaces under the "Take Note" column.		
No:	**Special services requirement**	**Take Note**
a	It is crucial that the bidders must know that it is expected that the successful bidder will be required to render armed and unarmed security guarding services at Departmental premises for the period as specified in the bid document.	
b	**LOCAL EMPOWERMENT:** The successful Bidders who are appointed to render services are encouraged to consider extensive recruitment in the local area, more especially for the guards other specialized field can be sourced accordingly.	

3.2.3. UNIT RATE FOR SECURITY SERVICES

The bidder will be required to complete the table below illustrating the unit rate per security officer inclusive of all cost as specified in paragraph 3.1.4. The unit rate should be calculated according to and include direct costs, overheads and profit for the security services to be rendered to the Department of Water and Sanitation. **For ease of reference see the below table**:

Description	**Overheads**	**Profit (percentage)**
Salary (Primary and Reliever) Night Shift Allowance Cleaning Allowance Bonus Leave (Annual, sick, etc.) Uniform Equipment Training Provident Fund UIF COID/WCA PSIRA	Meetings Vehicle and Travel Cost Management Inspections Administrative Duties	Company Profit Percentages ..... %

2.2.3.1 It is imperative that Unit prices must be in line with the Department of Labour's Sectorial Determination 6: Minimum Wages for Security Sector all PSIRA Illustrative Pricing Schedule. Bidders must take note of the Annual Amendments of the PSIRA prices in March of each year

SECTION 3: PRICING SCHEDULE

CONTENTS

3.1. PRICING INSTRUCTION

3.2. PRICING SCHEDULE (ANNEXURE 10)

3.1 PRICING INSTRUCTION

3.1.1 GENERAL

The Pricing Schedule forms part of the Contract Documents and must be read and priced in conjunction with all the other documents which include the Conditions of Contract, Special Conditions of Contract, and the Specifications.

3.1.2 OPERATIONAL REQUIREMENTS AT DEPARTMENTAL PREMISES AND PROJECT

Due to operational requirements and the uncertainties thereof security operations may vary from time to time. Departmental premises and projects specified in the Pricing Schedule are subject to change during the execution of the work due to the opening of new offices and projects; and closing at completion of these projects and/or construction works.

3.1.3 SECURITY QUANTITIES REFLECTED IN THE SCHEDULE

The security quantities given in the Pricing Schedule are estimated only, and subject to change during the execution of the work. The Quantities given in this document cannot be guaranteed and will vary from time to time due to opening of new and closing at completion of construction works.

The validity of the contract will in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment.

3.1.4 PRICING OF THE SCHEDULE (ANNEXURE 10)

The unit rates to be filled in the Pricing Schedule should include all costs. All rates and amounts quoted in the Pricing Schedule shall be in Rand and shall include VAT.

The price per month must include all costs, e.g., salaries, uniforms, transport, accommodation, insurance premiums, etc. No additional cost will be paid if not included in the price per month amount.

It should be noted that during the pricing process the bidder must comply with the amendments of Sectoral Determination Six (6): Private Security Sector amended annually on 1 September each year as specified under Basic Conditions of Employment Act, No 75 of 1997.

3.1.5 CORRECTNESS OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossedout neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initiated by the Bidder.

It must be noted that incorrect entries and/or calculations of the unit rate, monthly, annual and total contract pricing may invalidate the bid.

3.1.6 IMPORTANT TO NOTE THE FOLLOWING ON COMPLETION OF PRICING SCHEDULE WHICH IS COMPULSORY FOR FULL COMPLETION

3.1.7 DEPARTMENT OF WATER & SANITATION: KIMBERLEY OFFICE AND UPINGTON OFFICE

3.1.8 PRICE ADJUSTMENTS

3.1.8.1 NON-FIRM PRICES SUBJECTED TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN ON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES)

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

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

Where:

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

3.1.8.3 THE FOLLOWING INDEX/INDICES MUST BE Used TO CALCULATE YOUR BID PRICE:

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

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

Take note that this is a "non-firm bid" and the below formula must be completed. Failure to complete the below formula in paragraph 3.7.1.5 numbered a, b, c and d will invalidate your bid.

3.1.8.5 ***Factor:*** **D1, D2..= Each factor of the bid price e.g. *labour, transport, clothing, footwear,etc.* The total of the various factors D1,D2…etc. must add up to 100%.**

FACTOR (D1, D2 etc. e. g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS. (In this case March of every year as PSIRA escalation Month)

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

Name of Bidder……Bid number……

Closing Time 11:00 ……. Closing date……..

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

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY NO.
**(ALL APPLICABLE TAXES INCLUDED)

- Required by: ……

- At: ……..……

- Brand and model
  ……..……

- Country of origin
  ……..……

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

- If not to specification, indicate deviation(s)
  ……

- Period required for delivery
  ……

- Delivery: *Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o}\right) + VPt$$

Where:

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

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

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

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

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

5. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of his 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 interest1 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 State institution**

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:

……
……

1 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:

Name of company related to	CSD Registration number of the company related to

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 consortium2 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.

2 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.

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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN

TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON

PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT

SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

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

1.2 To be completed by the organ of state

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

he specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	**20**	

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.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE: ……

ADDRESS: ……

……

……

……

Annexure A

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUTEMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 80/20 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	**100**

Price

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

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

Where:
Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	**5**
People with disability	**5**
Youth (35 and below)	**5**
Location of enterprise (Province)	**2**
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	**3**
Total points for SPECIFIC GOALS	**20**

Documents Requirement for verification of Points allocation: -

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = Mpa \times \frac{P\text{-}own}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

RESOLUTION OF BOARD OF DIRECTORS FOR COMPANY /CLOSE CORPORATION/ PARTNERSHIP

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

(*legally correct full name and registration number, if applicable, of the Enterprise)*

Held at_____*(place)*

on_____*(date)*

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Department of Water and Sanitation in respect of the following project:

   _____

   (*project description as per Bid / Tender Document)*

   Bid / Tender Number:_____*(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: _____

   in *his/her Capacity as:_____ *(Position in the Enterprise)*

   and who will sign as follows: _____

   be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

13			
14			
15			
16			
17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must, where possible, be signed by <u>all</u> the Directors / Members / Partners of the BiddingEnterprise.*
3. *In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).*
4. *Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).*
5. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____

(*Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at _____ (*place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

   _____

   _____

   (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

   to the Department of Water and Sanitation in respect of the following project:

   _____

   _____

   (*Project description as per Bid /Tender Document)*

   Bid / Tender Number: _____ (*Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms:

   _____

   in *his/her Capacity as: _____ *(Position in the Enterprise)*

   and who will sign as follows: _____

   be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must, where possible, be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise.*
3. *In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).*
4. *Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).*
5. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SPECIAL RESOLUTION OF CONSORTIA OR JOINTVENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: (*legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

8. _____

_____

Held at_____

_____(*plac*

*e)*on

_____*(dat*

e)

RESOLVED that:

A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Water and Sanitation in respect of the following project:

_____

_____

(*Project description as per Bid /Tender Document)*

Bid / Tender Number:_____(*Bid / Tender Number as per Bid /Tender Document)*

B. *Mr/Mrs/Ms:_____in *his/her Capacity

as:_____*(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

_____

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address:_____

_____

_____

_____

(code)

Postal Address:_____

_____

_____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES***
3. *Should the number of the Duly Authorized Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.*
4. ***RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture,must be attached to this **SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES***

LETTER OF AUTHORITY FOR SOLE PROPRIETOR OR SOLE TRADER

I, ……hereby confirm that I am the sole owner of the business trading as ……

Signature: Sole owner ……

Date ……

Witnesses:

1. _____ .....
Date :

2. _____ .....

ENTERPRISE STAMP

Any reference to words “Bid” or Bidder” herein and /or in any other documentation shall be constructed to have the same meaning as the words “Tender or Tenderer”.

SECTION 4: GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- **The General Conditions of Contract will form part of all bid documents and may not be amended.**

- **Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.**

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application.

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

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights.

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

7. Performance security

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

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

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

- A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

- A cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or 8 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) In the event of termination of production of the spare parts:
(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods

supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.

(b) If the Supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation

34. Prohibition of Restrictive practices

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

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

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

SECTION 5: SPECIAL CONDITIONS OF CONTRACT

5.1

- The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- The Bid must be strictly in accordance with the conditions and specifications contained herein.
- If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- Failure to sign all relevant places shall invalidate your bid (SBD1, SBD 3.2, SBD 4, and SBD 6.1 or 6.2 and SCC)
- All queries should be sent to the relevant person via email state above. No query will be responded to if sent 7 days before the closing date.
- If you are not a registered supplier with the Department of Water and Sanitation, please complete the
- supplier registration forms and banking details, supplier registration forms are available at Departmental
- website, www.dws.gov.za
- Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- The DWS reserves the right to not make an award on any of the responses to this Bid.
- The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- All bid documents should be hand delivered and deposited into the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- Only signed, original documents will be accepted.

5.2. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

SPECIAL CONDITIONS OF CONTRACT

Item	Data	Take Note by Initialing
Delivery and documents	Invoices submitted for payment must be verified and signed and should be supported by timesheets/salary advice signed by the appointed security officers. These documents will be signed for as received on delivery by a designated person.	Note by Initialing
Insurance	It shall be the bidder's responsibility to submit Public Liability insurance of which the insurance must cover to at least the	Note by Initialing

	minimum value of Five (5) million rand each. The validity of these insurances must cover the period upon which the services will be rendered. All losses incurred by the Department as a result of failures occurred within compliance or breach of contract shall be claimed from the successful bidders. The Department reserves the right to verify the validity of the above-mentioned insurances on a monthly basis or as otherwise agreed.	
Transportation	An all-inclusive price is required.	Note by Initialing
Incidental Services	The supplier may be required to enter or provide any or all of the following services, including additional services connected therewith, (SLA, SOP and Site specifications)	Note by Initialing
Firearms	It shall be the bidder's responsibility to fully comply with the provisions of the Firearms Control Act, Act 60 of 2000 and the specific Regulations of 2004 pertaining to the Firearms Control Act. The bidder is to ensure that all firearms which are to be utilized during the services period is stored as in accordance with the guidelines of the said Act; guards are to be trained by an accredited approved training service provider; all the firearms of the bidder must be registered in the name of the company; the bidder must ensure that the guards are supplied with valid firearm permits for each shift undertaken. The bidder must keep record of all relevant documentation with regard to the firearms, firearms permits, and competency training certificates for the use of firearms for audit purposes by the departments' representative. The bidder must take note that should the company or its security officers not comply with the provisions of the said Act and regulations, the department has the right stop the services or to abscond the services with immediate effect and report to the nearest SAPS.	Note by Initialing

<table>
<tr><td>Payment</td><td>Payment will be made in Rand.</td><td>Note by Initialing</td></tr>
<tr><td>Prices</td><td>Only price adjustments in accordance with the formula indicated in the pricing schedule will be allowed.</td><td>Note by Initialing</td></tr>
<tr><td>Settlement of Disputes</td><td>Disputes shall be resolved by way of negotiation failing which the matter shall be referred for mediation, conciliation and then arbitration as agreed by the parties.</td><td>Note by Initialing</td></tr>
<tr><td>Applicable law</td><td>The contract shall be governed and interpreted in accordance with South African laws.</td><td>Note by Initialing</td></tr>
<tr><td>Termination of contract</td><td>The parties shall have a right to terminate this agreement after thirty days written notice has been served to the other party.</td><td>Note by Initialing</td></tr>
<tr><td>Non-firm Bid Formula</td><td>Take note that this is a “non-firm bid” and the below formula must be completed. Failure to complete the below formula in paragraph 12.14.1<u>numbered a, b, c and d</u> will invalidate your bid.

Escalation formula: $(1-x)\left[a\frac{St}{So}+b\frac{Tt}{To}+c\frac{Ct}{Co}+d\frac{Ot}{Oo}-1\right]$

X = 0,15

Failure to complete areas (a, b, c and d) in the gray shaded columns in percentage figures to add up to 100% will invalidate the bid

<table>
<tr><th>Components</th><th>Portion (fraction) of price</th><th>Index Series P0141.1 TABLE</th></tr>
<tr><td>S = Salaries/Wages</td><td>a =</td><td>21</td></tr>
<tr><td>T = Transport</td><td>b =</td><td>16</td></tr>
<tr><td>C = Clothing and Footwear</td><td>c =</td><td>16</td></tr>
<tr><td>O = Overheads</td><td>d =</td><td>26</td></tr>
<tr><td></td><td>100 %</td><td></td></tr>
</table>
</td><td>Note by Initialing</td></tr>
</table>

5.3. SPECIAL CONDITIONS OF CONTRACT FOR SECURITY SERVICES

BIDDERS ARE EXPECTED TO TAKE NOTE OF THE BELLOW BY INITIALLING

5.3.1 GENERAL CONDITIONS

ITEM	DATA	Take Note by Initialing and marking
1.	It is expected that the Contractor shall pay his/her employees at least the minimum monthly basic wage, as prescribed for the area concerned according to, Sectorial Determination 6: Private Security Sector in terms of Section 51(1) of the Basic Conditions of Employment Act, Act 75 of 1997 (Government Gazette no 20933 dated 25 February 2000). **Proof of this should be provided to the Department for the duration of the contract on a monthly basis.**	Note by Initialing
2.	For the purpose of this contract, use will be made of the specified Grade Security Officers, as defined in the Basic Conditions of Employment Act, Sectorial Determination 6: Private Security Sector.	Note by Initialing
3.	The award of this contract is subject to the clearance of all prospective bidders by the State Security Agency (SSA). In the event that SSA does not clear the bidder scoring the highest number of points the award of the bid may in terms of Regulation 9 of the Preferential Procurement Regulations (2011), be awarded to a bidder that did not score the highest number of points.	Note by Initialing
4.	Are you, the company or close corporation and every director of the company or every member of the close corporation, registered in terms of Sections 10(1)(a) and 10(1)(b) of the Security Officers Act, 1957 (Act 92 of 1987) and the Private Security Industry Regulations Act, 2001 (Act 56 of 2001)? Attach proof of registration. (Company PSIRA Reg. No: _____)	Note by Initialing
5.	The Department reserves the right to appoint more than one bidder for this contract. The successful bidder must comply with all requirements and specifications as listed in this bid.	Note by Initialing
6.	The Department reserves the right not to accept offers of bidders not registered as a security service provider or security officers with the Private Security Industry Regulatory Authority (PSIRA).	Note by Initialing
7.	Are all your employees registered as Security Officers in terms of Private Security Industry Regulatory Authority (Act 56 of 2001)? Are all your employees trained according to the training required by the Private Security Industry Regulatory Authority (PSIRA)? If so, did you attach a printout list of all your personnel or Security Officers registered by you with PSIRA to this bid? **NOTE:** **Section21 (1) of the abovementioned Act determine that a contract "which is inconsistent with a prohibition contained in paragraph (a) or**	

	(b) of subsection (1), shall to the extent to which it is so inconsistent, not be of force."	Note by Initialing
8.	Is the offer strictly in accordance with the conditions and specifications? If not in accordance with the specification, furnish the deviations.	Note by Initialing
9.	Period required for commencement with service after acceptance of bid. **Bidders must be in the position to assume duty within 30 days after the awarding of the bid.**	Note by Initialing
10.	Are you registered in terms of section 23(1) or 23(3) of the value Added Tax Act, 1991 (Act no 89 of 1991)? If so, state your VAT registration number: _____	Note by Initialing
11.	Has full particulars, namely index series, index, base date and figures, components out of which the bid price is made up and the weights allotted to that as well as the firm part of the bid price been furnished as required in the pricing schedule in Annexure 10?	Note by Initialing
12.	Please note that the Department is not obliged to accept the lowest or only bid received. Bids will be evaluated according to the attached criteria of the Department of Water and Sanitation.	Note by Initialing
13.	The bidder shall, in order to secure the continuity of the service, in the application of the security measure, allocate specific personnel for the service on the site. Exchange of personnel without the consent of the Departmental representative would not be permissible under this contract.	Note by Initialing
14.	Have you furnished all particulars as called for in paragraphs 3 and 4 of the Conditions of Bid?	Note by Initialing
15	The Parties agree that due to operation requirements and the uncertainties thereof, Security operations may vary from time-to-time regard had to DWS' events management; deployment of emergency services for threats; cluster activities and construction works. As a result, thereof the number of sites and security guards may be required to be increased or decreased from time to time due to, completion or closing and opening of new projects as deemed necessary by the DWS. The changes will be communicated timeously to the Service Provider Management by the DWS and both Parties will endeavour to reach an amicable agreement.	**Note by initialing**
16.	Firearms to be used must be at least 9mm pistols, 38 revolvers and shotguns. All firearms to be utilized for this contract must be registered in the service provider's name.	Note by Initialing
17.	Bidders should take note of office change for Kimberley and Upington Offices which will affect the contractual price due to number of guards as per office space either by decreasing or increasing.	Note by Initialing

5.3.2 ADMINISTRATIVE CAPABILITIES

1.	Offices as per PSIRA regulations and requirements		
		Note by Initialing	
2.	Training Center		
		Note by Initialing	

5.3.3 EMPLOYMENT REQUIREMENTS

1.	Minimum academic requirements: Security Manager/ Operational Manager-Grade 12 and PSIRA Grade A Security Supervision-Grade 12 and PSIRA Grade B or higher Security Guards-Grade 12 and PSIRA Grade C or higher		
		Note by Initialing	
2.	Language requirements: English literate (i.e. English and Ethnic languages of area of deployment)		
		Note by Initialing	
3.	South African Polices Service Clearance Certificate		
		Note by Initialing	
4.	Company Registration as per Private Security Industry Regulatory Act (Act 56 of 2001)		
		Note by Initialing	
5.	Director(s) and/or managing members registration as per Private Security Industry Regulatory Act (Act 56 of 2001)		
		Note by Initialing	
6.	Security supervision and guards registration as per Private Security Industry Regulatory Act (Act 56 of 2001)		
		Note by Initialing	
7.	Age requirements: (Minimum age -18 years / Maximum age - 50 years)		
		Note by Initialing	

5.3.4 CORPORATE AND COMBAT UNIFORM

1.	Shirts / Blouses		
		Note by Initialing	
2.	Trousers / Skirts		
		Note by Initialing	
3.	Boots / Shoes		
		Note by Initialing	

4.	Socks / Pantyhose's		Note by Initialing
5.	Belts		Note by Initialing
6.	Jerseys		Note by Initialing
7.	Coats / Jackets / Wind Breakers		Note by Initialing
8.	Raincoats / Ponchos		Note by Initialing

5.3.5 STANDARD EQUIPMENT

1.	Baton		Note by Initialing
2.	Handcuffs per security officer		Note by Initialing
3.	Whistle per security officer		Note by Initialing
4.	Occurrence book, Pocketbook and pen per security officer		Note by Initialing
5.	Flashlight / Torch		Note by Initialing
6.	Company Identity / PSIRA Registration Card		Note by Initialing
7	Communication devices (appropriately certified PTT Radios for Communication and patrol systems (Summery report to be provided) cellphone for back-up in good working condition with airtime and data		Note by Initialing
8	Handheld Metal Detector Scanners		Note by Initialing
9	Extended-Eye Mirror		Note by Initialing
10	Patrol Vehicle as stated in the pricing schedule		

		Note by Initialing
11	Occurrence Book, and pocket book	
		Note by Initialing

5.3.6 TRANSPORT

1.	Passenger Vehicle	
		Note by Initialing
2.	Commercial Vehicle	
		Note by Initialing
3.	Bicycle or quad bike	
		Note by Initialing

5.3.7 FIREARMS (If applicable)

1.	Pistol (9mm Caliber)	
		Note by Initialing
2.	Storage Facilities	
		Note by Initialing

3.	Control System(s) and frequency of control		
		Note by Initialing	
4.	Firearm and Ammunition Control Register		
		Note by Initialing	
5.	Firearm Issue Permits		
		Note by Initialing	
6.	Ammunition usage table		
		Note by Initialing	
7.	Holster		
		Note by Initialing	
8.	Competency Certificate		
		Note by Initialing	
9.	Maintenance Program of firearms (Internal / External)		
		Note by Initialing	
10.	Certificate of serviceability (Issued annually by register and qualified gunsmith)		
		Note by Initialing	

5.3.8 COMMUNICATIONS

1.	Hand-held radios or communication device(s)		
		Note by Initialing	
2.	PTT Radio		
		Note by Initialing	
3.	Telephone System (Landline or Fax line)		
		Note by Initialing	
4.	Cellular Telephones		
		Note by Initialing	
5.	Logging and Recording Reports		
		Note by Initialing	
6.	Logging and Recording Documentation		
		Note by Initialing	

SECTION 6: PRIVATE SECURITY SERVICE PROVIDER OFFICE INSPECTION

The bidder must take note that upon appointment, the Department of Water and Sanitation Officials from Security Management and Supply Chain Management will randomly inspect the Private Security Service Providers (PSSPs) head office as well as regional and satellite offices attached to the department's contract, as part of ongoing compliance and performance evaluation which forms part of this contract.

The inspections will be conducted randomly or on quarterly basis for the duration of the contract, conditions of which will be determined by the Department

SECTION 7: PENALTIES

The bidder must take note of the under listed penalties which will be imposed should ineffective services be rendered during the contract period. Any violation suggesting one or more of the listed penalties, a credit note would be forwarded to the Service provider for consideration in the next invoice.

The bidder must also take note that if the transgression(s) are of such nature that the severity of the incident and/or non-compliance is damaging to the Departments name, or any losses occurred due to the actions or non-compliances the Department reserves the right to start legal procedures to recover such losses.

ITEM	TAKE NOTE	
	Penalty Fee	Frequency
The security officer is on duty without pocket book and pen.	R120	Per Incident
The security officer is on duty without PSIRA Identity Card or name tag.	R120	Per Incident
The security officer is on duty without any instrument to determine time or such instrument is not in a working condition.	R120	Per Incident
Possession of private cell phone by a security officer whilst on duty	R120	Per Incident
Pocket Book of a security office written up advance	R120	Per Incident
Pocket Book not written up hourly	R120	Per Incident
There is no base radio/communication on site where required or such radio/ communication tool is not in a working condition.	R120	Per Incident
The security officer is without a hand-held radio or communication devise or such radio and/or communication devise is not in a working order.	R120	Per Incident
The security officer is in possession of a private firearm whilst on duty.	R1000	Per Incident
Self-posting and/or no parade or inspection of security officers during shift change.	R600	Per Incident

Late posting of security officers	R600	Per Incident
Late submission of any required information or documentation as per agreement and specified by the Department	R400	Per Incident
Late submission of incident and/or progress reports as per agreement and specified by the Department	R600	Per Incident
No visit from supervising inspector / site / project manager to site	R400	Per Incident
Non-attendance of weekly meeting by supervising inspector / site / project manager	R400	Per Incident
Non-attendance of monthly meeting by managing member and/or director	R400	Per Incident
Visitors to building and/or site without escort.	R400	Per Incident
Security officer sleeping on duty	R1000	Per Incident
Security officer under the influence of alcohol or drugs	R1000	Per Incident
Security officer absent from duty and/or no security officer deployed	R1000	Per Incident
Security officer failing to report an incident by end of current shift.	R600	Per Incident
Security service provider failing to provide and/or maintain security equipment and aids as per agreement and specified by the Department	R2000	Per Incident
Security officer out of uniform and/or in civilian clothes whilst on duty	R600	Per Incident
Security guardroom(s) and surrounding area not clean and in disarray	R600	Per Incident
Security service provider and/or security officer acting out of his/her scope of work or damaging the Departments name by his/ her actions	R5000	Per Incident

SECTION 8: SCOPE OF WORK (STANDARD AND PARTICULAR SPECIFICATIONS)

Standard Specifications for Security

Particular Site Specifications

8.1 STANDARD SPECIFICATION FOR SECURITY SERVICES

8.1.1 The norm/quality of the security service to be rendered must be in accordance with the acceptable standard of the trade concerned.

8.1.2 All possible steps shall be taken by the contractor to ensure that the intended execution of this agreement will take place. These steps include, inter alia, the following:

8.1.3 The protection of State property at the intended site and the protection of the said property against theft and vandalism.

8.1.4 The protection of State's officials against physical safety threats and attacks or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977)

8.1.5 The contractor must provide the security personnel required for successful rendering of the service, as follows:

- Guards (security officer, grade C), that is the persons who shall execute the physical security service.
- First level supervisor (security officer, grade B), that is the persons exercising direct supervision and control over the security officers and who shall be present at the site at all times.

8.1.6 It is the responsibility of the contractor to see to it that the security personnel in his service and especially those employed for the rendering of this service, meet the following requirements at all times:

8.2 SUPERVISORS:

- Supervisors shall be trained and have at least Grade 12 academic qualifications and Grade "B" PSIRA certificate.

- Supervisors shall have a good grounding in their post descriptions and duties.

- Supervisors shall always be capable of leading/controlling and supervising their subordinates.

- Supervisors shall be able to communicate, read and write in English and any other official language.

- Supervisors must have received training from a training facility in regard to supervisor duties and security procedures.

8.3 SECURITY OFFICERS:

- Security Officers shall be trained and have passed at least Standard Eight (Grade 10) and Grade "C" PSIRA certificate.

- Security Officers shall be able to communicate, read and write English and any other official language.

- Security officers may not be younger than 18 years of age.

8.4 THE FOLLOWING GENERAL REQUIREMENTS APPLY:

DEPARTMENT OF WATER AND SANITATION

- Noted herewith is that the Department of Water and Sanitation must by all means provide an enabling environment to the Private Security Service Provider (PSSP) in order to render a top of the range quality service that is non-compromising. The Service Level Agreement (SLA) entered, will be well managed and monitored to achieve the Department of Water & Sanitation' intention of providing a safe and secure risk-free work environment to all its visitors, customers, employees, and sub-contractors.

PRIVATE SECURITY SERVICE PROVIDER

- On the other hand, Private Security Service Provider (PSSP) must ensure total compliance to all Private Security Industry Regulatory Authority (PSIRA) regulations and "Code of Conduct" and be managed by a competent, qualified, and knowledgeable person who must be supported by PSIRA accredited trained security officers as mentioned in the Standard Security Operational Plan.

OPERATIONAL MEETINGS

- Meetings between the Department of Water and Sanitation (DWS) and the Private Security Service Provider (PSSP) will take place on a weekly (with site/project supervision) and monthly (with managing member/director) for duration of contract period. Ad-hoc meetings may be called based on operational necessities or incidents. The minutes of those meetings will be kept by the Department of Water and Sanitation security management personnel and administration section. The purpose of these meetings will be to improve the service rendered to the Department of Water and Sanitation facilities. Reports must be handed to the Security Coordinator/Manager during the meetings.

RESOURCES

- All resources specified in the tender document must be provided and any additional items in this agreement must be highlighted in writing and attached herewith as addendum(s).

- Except as otherwise expressly provided or indicated in the agreement, the contractor shall supply labour, supervision, equipment, consultation, required service and any other item/s and incur expenditure necessary for the provision of an efficient security service to the Department of Water and Sanitation.

ACTS OF MISCONDUCTS

- The SLA requires that the Private Security Service Provider (PSSP) is bound to solve problems associated with misconduct of his personnel and take necessary steps to correct such behavior. This aspect must be highlighted in operational meetings.

CAPACITY BUILDING

- Private Security Service Provider (PSSP) must provide (in all meetings) detailed reports on capacity building or community involvement activity. Capacity building may be in the form of in-house training, refresher courses or any community involvement that the company has undertaken.

8.5 SECURITY PERSONNEL

- The company or close corporation and every Director of the company or member of the close corporation including the Security Coordinator from the Department of Water and Sanitation shall be registered in terms of Private Security Industry Regulatory Act (Act 56 of 2001).

- This means that all supervision and security officers shall be registered with the Private Security Industry Regulatory Authority in terms of Private Security Industry Regulatory Act (Act 56 of 2001), as amended.

- The following requirements with regards to the Security Officer to be supplied to the Department of Water and Sanitation premises shall be adhered to by the company or close corporation.

    - Education between Grade 10 & 12 levels
    - At least TWO YEARS security guarding experience
    - Communicate, read and write at least English and one additional official language
    - Not younger than 18 years
    - Must always present an acceptable image and appearance
    - Security Officers must not work continuous shifts in excess of (12) twelve hours
    - Sub Directorate: Safety and Security Management's Representative will ensure that a file containing the above information is opened and kept

- All Directors and personnel must have obtained a positive security clearance from the South African Police Service (SAPS) and State Security Agency (SSA).

    - Close corporation shall subject all Security Officers to be supplied for security screening by the South African Police Service (SAPS) and State Security Agency (SSA).
    - Directors, members of close cooperation and Security Personnel involved with the contract or having access to information related to the contract must sign a declaration of secrecy.
    - All Directors shall at least have Grade "A" training qualifications.
    - All Supervisors shall at least have Grade "B" training qualifications.

- Personnel shall be neatly dressed in a proper company uniform and issued with equipment as specified in the Private Security Industry Regulatory Authority (PSIRA) regulations.

- The Private Security Service Provider (PSSP) shall comply with all relevant Acts regulating the relationship between the employer and employee, this includes observing all relevant Acts introduced while the contract is in effect.

8.6 SUPERVISORS AND SECURITY OFFICERS

- Supervisors and security officers shall have undergone and passed formal security training as prescribed by PSIRA.

- At all times supervisors and security officers shall present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink while attending to people.

- Supervisors and security officers shall at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards them.

- Supervisors and security officers shall be physically healthy and medically fit for the execution of their duties.

- Supervisors and security officers shall sign an undertaking in which they declare that they will refrain from any action, which might be to the detriment of the State.

- Supervisors and security officers are prohibited from reading office documents or rummaging through records.

- No information concerning State activities may be furnished to the public or news media by the contractor and or his employees.

- The State reserves the right to ascertain from the State Security Agency (SSA) and South African Police Services whether security personnel in his employ possess record clearances as well as to ascertain from the Private Security Industry Regulatory Authority (PSIRA) whether the security personnel are registered.

- Security personnel must at least possess record clearance issued by the South African Police Service (SAPS) alternatively by SSA.

- The State reserves the right to ascertain from the Service Provider the validity of employee renumeration documents, (i.e., Provident funds, COIDA etc.).

8.7 The Director undertakes to ensure that each member of his security personnel will always when on duty be fully equipped in respect of:

- A neat and clearly identifiable uniform of the company, which uniform will include matching raincoats, overcoats, steel toe safety shoes and hard hats (colour black with a clear emblem of the company at the front) for all Departmental sites.

- No security personnel will be allowed on Site with clothing other than the approved uniforms. Allowance must be made for clothing in inclement weather.

- A clear identification card of the company with the member's photo and the Private Security Industry Regulatory Authority identification and employee's number on it, always worn conspicuously on his person. Alternatively: A clear identification card of the company with the member's identity and employee's number on it, accompanied by his official identity document, always worn on his person.

8.7.1 Security Aids needed for these services and the bidder **MUST Take Note** of the **Security Aids** required and initial in each line of the table below.

Compulsory security service aids to be always worn on the person during guard duty, such as:

Security Aids:	**Action by Bidder**	**Initial**
Branded Uniform	Take Note	
Baton	Take Note	
Handcuffs	Take Note	
Whistle	Take Note	
Pocket Book	Take Note	
Black Pen	Take Note	
Torch (at Night)	Take Note	
Two-way hand held Radio	Take Note	
Firearm (when applicable)	Take Note	

8.7.2 At his headquarters the Director must keep available for inspection by representatives of the State, proper qualified staff and all appropriate documents of all security personnel in his service who are employed for the rendering of the service to the State by the Director and be available for inspections by the Administration's Inspectorate of Privatization. The appropriate documents shall include, inter alia, the following:

- **Curriculum Vitae**
- **Scholastic Report**
- **PSIRA registration**
- **Medical fitness certificates**
- **SAPS Criminal records and clearance**
- **SSA Security clearance (if available)**

8.7.3 The Department of Water and Sanitation reserves the right to inspect as part of compliance for the duration of this contract the head office, regional and/or area office of the PSSP, from time-to-time, as prescribed by legislation, departmental policies and directives under guidance of the Director: Security Management.

8.7 SECURITY AIDS

The bidder must ensure that the following security aids, if specified, are available at all items at each site where the contractor renders a security service in terms of this contract.

8.8 OCCURRENCE BOOK

a) PURPOSE:

The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors and other occurrences at the site.

b) COMPULSORY OCCURRENCE-BOOK ENTRIES:

The security personnel on duty must make the following entries in the occurrence book;

- All **listed routine procedures** such as patrols undertaken, handling-over of shifts, etc., by whom and the time of commencement. These entries must be made clearly legible, in **blue/black** ink.

- All **occurrences**, however important, slight or unusual with reference to the correct time and relevant actions taken.

- All **security personnel activities** – especially deviations in respect of the Site Instructions – indicating particulars of the personnel and relevant times.

- The **issue and/or receipt of keys**, indicating the time and by whom they were received or delivered.

- The **unlocking or locking of doors or gates**, indicating the time and by who locked or unlocked.

- The **handing-over of shifts**, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.

- **Occurrence book read**: After the taking-over of shifts, the first-level supervisor must make an entry declaring that he has read the occurrence-book in order to acquaint himself with events that occurred during the previous shift.

- All **visits by second-level supervisors and top management**: these entries must be done in **red ink.**

- **Officials of the Department** shall pass on in writing, all additional requests in respect of the rendering of the service.

- All personnel shortages

NOTE: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be cross out by a single line and initialed on the side.

c) STORAGE OF OCCURRENCE BOOKS:

- The Department shall store the fully completed occurrence books which must be handed in by the Director to the Departmental representative or Security Manager and shall be stored at Department Water & Sanitation Offices for a period of 5 years.

d) ADMISSION CONTROL REGISTERS OR FORMS:

PURPOSE: The purpose of the admission control register or forms is to always have correct and reliable information available regarding persons and vehicles admitted to the site within a specific period, in case occurrences take place such information may assist in the enquiry or investigation.

e) PEDESTRIAN REGISTER / PEDESTRIAN ADMISSION CONTROL FORMS:

Under no circumstances may an entry in the register or form be allowed to be completed by the person requesting admission. This register forms must be completed correctly and legibly by the security officer on duty and shall make provision for the following (In compliance to **POPIA**):

Register Requirements	Action by bidder	Initial
Date of visit	Take Note	
Admission and exit times of the visitor to and from the site	Take Note	
Surname and initials of the visitor	Take Note	
Home or work address of the visitor	Take Note	
Official identity/passport number of visitor	Take Note	
Name of person to be visited	Take Note	
Purpose of visit	Take Note	
Brand, caliber and number of firearms in visitor's possession	Take Note	
Signature of visitor.	Take Note	

f) VEHICLES REGISTER/VEHICLES FORMS:

Under no circumstances may an entry in the register or form be allowed to be completed by the person requesting admission This register forms must be completed correctly and legibly by the security officer on duty and shall make provision for the following (In compliance to **POPIA**):

Register Requirements	Action by bidder	Initial
Date of visit	Take Note	
Admission and exit time of visitor to and from the site	Take Note	
Surname and initials of driver	Take Note	

Home or work address of the driver	Take Note	
Registration number of the vehicle	Take Note	
Name of person to be visited	Take Note	
Purpose of visit	Take Note	
Number of passengers	Take Note	
Brand, caliber and number of firearms in the vehicle	Take Note	
Signature of driver.	Take Note	

g) STORAGE OF PEDESTRIAN AND VEHICLE REGISTER AND FORMS:

The Bidder must store the fully completed pedestrian and vehicle registers and forms for a period of twelve months.

h) POCKETBOOK:

PURPOSE: The purpose of the pocketbook is to note down all incidents occurring, or observations made by a security guard/-officer during a turn of duty, for later reference.

REQUIREMENT: During their turns of duty all security personnel must wear a pocketbook on their persons.

The following information must be noted down in the pocketbook:
All occurrences/events, however important, slight or unusual, referring to the following:

Pocket Book Requirements:	Action by bidder	Initial
Reporting on and off duty,	Take Note	
Time of occurrence or event,	Take Note	
Extent of occurrence or event,	Take Note	
Relevant occurrence-book serial number with due allowance for paragraph 4.1.22 below.	Take Note	

COPYING INTO OCCURRENCE-BOOK:

All relevant information noted down in pocketbook must immediately or directly after return from a patrol or a shift, be copied into the occurrence-book.

STORAGE OF POCKETBOOK:

- The bidder must store the fully entered pocketbook for the duration of the contract and a further 12 months thereafter.

8.9 EMERGENCY INFORMATION

- The Director must ensure that **all emergency procedures and Emergency Services (Fire Department, South African Police, Ambulance Service, Closes Hospital, etc.) phone number must be made available to all Security Supervisors and Security Officers** allocated to the site.

8.10 SITE INSTRUCTIONS

a) **PURPOSE:**

- The purpose of the site instructions is to serve as proof, at all reasonable times, and that all personnel who should be on duty per shift, are indeed on duty.

b) **DRAWINGS UP A DUTY-LIST:**

- Daily, weekly or monthly site instructions of all security personnel on duty must be drawn up by the contractor and kept in the security control office of each site where such service is rendered.

c) **CHANGES TO THE DUTY-LIST:**

- Any changes to the site instructions shall be crossed out by a single line, initialed, dated and noted in the occurrence-book.

8.12 DUTY SHEET:

PURPOSE:

- The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for this contract.

- The bidder must avail at the site a fully expounded duty sheet per duty point.

- The supervisor must make daily contact with the departmental representative at the site in order to verify and handle mutual complaints, problems, bottlenecks and requests concerning the rendering of service. At least once a month formal discussions must be held and minutes of which must be kept by the departmental representative.

No security personnel may be allowed to do continuous duty for longer than twelve hours.

8.13 LOST ARTICLES:

DEFINITION:

- Lost articles are articles found at the site and for which ownership cannot be established immediately. These articles must be handed in at the control or guard room.

- All lost articles handed in at the control room must be recorded in the occurrence-book, after which they must be handed to the departmental representative immediately.

- No deliveries by any person will be received at the control or guard room. The necessary arrangements must be made through the departmental representative.

8.14 LABOUR UNREST INCIDENTS:

DEFINITION:

- When the Department's personnel on the site or the security personnel engage in illicit personnel practices such as unlawful strikes, unrest and intimidation.

LABOUR UNREST AT THE SITE:

- If the service is interrupted or temporarily deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on the methods to ensure continuation of the security services.

8.15 CHECKING OF SERVICE:

- Checking of service shall be done by on site supervisory staff at the site at least twice during a 24 hour period and by the Area/Project Manager himself at least on a weekly basis. If the service is unsatisfactory the director(s) and/or Managing Member must intervene with the checking of service. Proof of checking must be done by recording the visit in the occurrence books.

- The State reserves the right to check the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.

- The State reserves the right to require from the Director, that any of his employees be replaced, in which case the employee must leave the site forthwith. The State will not be held responsible for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses.

NOTE: The departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.

- The contractor will be held liable for any damage or loss suffered by the State, as a result of the contractor's own or his employees' negligence or intent which originated from the service rendered at the site.

- The State will not be liable for any loss or damage of any nature to any of the contractor's properties or any items kept at the State's sites, only in cases where negligence can be proved by the service provider and the loss originated as a result of negligence or intent on the part of the State.

The State is indemnified against any liability, compensation or legal expenses in respect of the following cases: The contractor will be notified in writing of the particulars of each claim he is liable for:

- Loss of life or injuries which might be sustained by the security personnel during the execution of their duties.

- Damage to or destruction of any equipment or property of the contractor during the execution of their duties.

- Any claims and legal costs which might ensue from the failure by or acts committed by the security personnel against third persons, which acts include illicit frisking, illicit arrests and other illicit or wrongful deeds.

8.16 INSURANCE (PUBLIC LIABILITY / PROFESSIONAL INDEMNITY)

- The contractor must, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations.

- A copy of such insurance contract must be handed to the departmental representative on commencement of the service.

- Evidence that such insurance premiums have indeed been paid, must be furnished annually, the State would have the right to ensure compliance on a monthly basis. The contractor must furnish the State with details of the Insurance Company and the policy.

8.17 DEPARTMENTAL EQUIPMENT

- The contractor may not, unless otherwise specified, make use of any of the State's equipment, aids and/or property, for purposes of compliance with the conditions, which equipment, aids and/or property include inter alia vehicles, stationery, firearms, rooms and furniture.

8.18 HOUSING AND/OR ACCOMMODATION

No housing will be provided.

8.19 TRAINING AND SITE INDUCTION

- The contractor is responsible for the training of his personnel at the site in respect of the application of the guideline of the emergency plan applicable for the specific site.

8.20 KEY CONTROL

- All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions, will be provided.

8.21 CLEANLINESS OF GUARD/SECURITY ROOMS

- The contractor's personnel must at all times refrain from littering and must at all times keep the grounds and buildings occupied by keeping them clean, hygienic and neat. If dogs are used, the contractor at the end of each shift shall remove dogs' faeces.

- The service provider and its officials shall be responsible for cleaning in and around the guard/security rooms supplied by the Department. If the service provider do not comply he/she will be liable for a fined.

- Any damage caused by the service provider and its officials to Departmental property (guardrooms, etc.) of which the service provider will then be the responsible for cost and repair of such property.

8.22 TRADING ON DEPARTMENTAL PROPERTY

- Under no circumstances shall security service provider and its officials be allowed to carry out any trading on Departmental property.

8.23 DISPLAY OF SIGNS AND OBJECTS

- The bidder shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or against State buildings or sites or any part thereof without written permission. The contractor shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable.

- Any sign, printed matter, painting name plate advertisement, article or object displayed without written consent or which is regarded as objectionable, or undesirable will immediately be removed. The contractor shall be held responsible for the costs of such removal.

8.24 PRO-RATA DECREASE OF PAYMENT:

- If at any time the service is not rendered in accordance with the conditions of contract or the specification (for example number of guards are incomplete), the right is reserved to adjust payment pro-rata.
  4.2.29.1

- Similarly, no departure from or breach of or failure to comply with any of the conditions shall be deemed to be a condonation, waiving or ratification of such departure, breach or failure to comply unless such condonation, waiving or non-fulfillment has been agreed to in writing, by the Department.

8.25 TERMINATION OF SERVICE:

- The stipulations of the General Conditions of Contract apply in particular to cases of any failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.

- The contract will be terminated immediately should the contractor no longer qualify as security service provider in terms of the Private Security Industry Regulatory Act (Act 56 of 2001) as amended.

- In the case that any of its employees no longer meet the qualifications or conditions of the Security Officers Act, 1987 (Act 92 of 1987) and the Private Security Industry Regulatory Act (Act 56 of 2001) as amended, the contractor must immediately remove from the site and replace these employees and notify the Department.

- Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent with the Department.

- Should the contractor alienate his rights and liabilities in terms of this contract, he must notify DWS immediately so that the necessary steps for the cession of the contract can be taken.

8.26 PARTICULAR SITE SPECIFICATIONS

8.26.1 This particular site specification must be read in conjunction with the **STANDARD AND SPECIAL CONDITIONS OF CONTRACT**. All the under mentioned paragraphs refer to the Standard and Special Conditions of Contract.

8.27 SERVICES REQUIRED

RENDERING OF SECURITY SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS: KIMBERLEY OFFICE FOR THE PERIOD OF THIRTY-SIX (36) MONTHS AND UPINGTON OFFICE FOR A PERIOD OF TWELVE (12) MONTHS

8.28 TYPE AND NUMBER OF SECURITY PERSONNEL

- The Private Security Service Provider (PSSP) shall supply the number of guards required by the Department of Water and Sanitation for the duration of this agreement. As specified in the pricing schedule and or as per purchase order. The contractor must agree to the number of guards needed.

- The bidder must also take note that due to uncertainties with regards to construction and labour related incidents of construction projects; the number of guards per this bid may increase or decrease from time to time due to opening of new and closing at completion of construction works as deemed necessary by the Department of Water and Sanitation provided that mutual agreements have been entered into.

- The validity of the contract will in no way be affected by the differences between the quantities in the Pricing Schedule and the quantities finally certified for payment.

8.28 REQUIREMENTS FROM SUCCESSFUL BIDDER

- Once the **successful bidder is informed** about his appointment and a purchase order placed for his services, he/she will be required to submit the following documentation immediately or within 21 days, for approval by the Contract Manager of Department of Water & Sanitation

8.28.1 **Copies of every security officer:**

i) Scholastic Certificate (21 days)
ii) Registration Certificate (immediately)
iii) Medical Certificate (21 days)
iv) Security Clearance (21 days)

8.28.2 Form of occurrence

8.28.3 Format of admission control register for:

i) Pedestrians (immediately)
ii) Vehicles (immediately)

8.28.4 Format of Site Instructions for approval (immediately)

8.28.5 The duty sheet for every position mentioned in Part A of Section 3: Pricing Schedule for approval.

8.29 PRIVATE SECURITY SERVICE PROVIDER'S RESPONSIBILITIES

- The Private Security Service Provider (PSSP) shall be responsible for the transportation of all guards to and from the premises.

- The Private Security Service Provider (PSSP) shall comply with the safety regulations as prescribed in the Occupational Health and Safety Act, Act 85 of 1993, Department of Water & Sanitation Security Policy and other related Acts and regulations.

- The Private Security Service Provider (PSSP) shall be responsible to equip his employees with the necessary Personal Protection Equipment (PPE) in areas where construction is taking place.

- Security Officers as required above must be to execute access control, searching on all main security points, frequent (hourly) patrolling of all areas, escort contractors and visitors, monitor activities and report crime related activities and enforce access control in terms of Control of Access to Public Premises and Vehicles Act, Act 53 of 1985 (as amended)

- The Department of Water and Sanitation reserves the right to evaluate the competency of any security personnel supplied on the contract at any given time and without prior notice to the contractor.

- The Department of Water and Sanitation reserves the right to inform the Private Security Service Provider (PSSP) to remove any supplied guard whose presence does not enhance or promote good relations. The Department will not be obliged to provide reasons for the removal of any personnel but will always act in good faith.

- The Private Security Service Provider (PSSP) shall provide security services in the form of static and patrolling guards and security officers to the standards prescribed in the Act, regulations and other provisions of this agreement.

- Despite the grade of an officer, the Private Security Service Provider (PSSP) shall make available a senior manager of the company (Director) for liaison with the Security Coordinator or his/her delegated officer.

- The Private Security Service Provider (PSSP) will be responsible for the implementation and maintenance of appropriate security measures and emergency procedures as approved by the Department of Water and Sanitation.

- The Department of Water and Sanitation will evaluate the performance of the contractor from time to time and the Private Security Service Provider (PSSP) will be informed of the outcome of such an evaluation, on receipt of the evaluation report, the Private Security Service Provider (PSSP) shall address, correct or remedy any shortcomings identified during the evaluation.

- The Private Security Service Provider (PSSP) shall supply Security Officers according to the Department of Water and Sanitation requirements (as per specifications) and submit to the contract manager for approval, the names, qualifications, identity copies. The Department of Water and Sanitation will observe relevant legislation in its conduct requirements and behave in good faith.

- The Private Security Service Provider (PSSP) personnel shall while on duty be accountable to the Security Coordinator but shall remain at all times the employee of the contractor.

- The Private Security Service Provider (PSSP) shall ensure that his personnel co-ordinate fully to provide the services to the Department of Water and Sanitations satisfaction and comply with the working procedures set out by the contract manager.

- No sub-contractors may be appointed under this contract as per PSIRA Act.

- The Private Security Service Provider (PSSP) shall provide continuous related training, in-service and training to his personnel at his cost.

- All training shall be presented by a registered and accredited training institution and shall be documented properly. These documents shall accessible to the Department of Water and Sanitation when required.

- The Private Security Service Provider (PSSP) must ensure that the Security Manager or Supervisor is trained in Incident Investigation and report writing. Proof of the relevant training must be provided.

- The Private Security Service Provider (PSSP) must report all incidents to the Safety and Security Coordinator before the end of the shift. The preliminary incident report regarding the incident must be provided within 24 hours after the incident and a full report as soon as the investigation is completed, and the report is available not exceeding 14 days.

- The Private Security Service Provider (PSSP) must supply the Department of Water & Sanitation with the results of the polygraph test, of security officers in case of serious incidents on request as part of the investigation process.

- It shall be the PSSP responsibility to fully comply with the provisions of the Firearms Control Act, Act 60 of 2000 and the specific Regulations of 2004 pertaining to the Firearms Control Act. The PSSP is to ensure that all firearms which are to be utilized during the services period is stored as in accordance with the guidelines of the said Act; guards are to be trained by an accredited approved training service provider.

- All the firearms of the PSSP must be registered in the name of the company; the PSSP must ensure that the guards are supplied with valid firearm permits for each shift undertaken. The PSSP must keep record of all relevant documentation with regard to the firearms, firearms permit, and competency training certificates for the use of firearms for audit purposes by the department's representative. The PSSP must take note that should the company or its security officers not comply with the provisions of the said Act and regulations, the department has the right stop the services or to abscond the services with immediate effect and report to the nearest SAPS.

- The Private Security Service Provider (PSSP) shall ensure that all DWS facilities being utilized by the security officers employed by the company, for example guardhouses, bathrooms, etc., is kept clean and in a good presentable condition. Damages to DWS facilities being utilized by security officers shall be the responsibility of the PSSP.

8.30 LIABILITIES

8.30.1 The Private Security Service Provider (PSSP) shall be held liable for any damage or loss suffered by the State or Sub-Contractors, as result of the Private Security Service Provider (PSSP)'s own or his employees' negligence or intent that originated at the site relating to security breaches and/or poor service delivery.

8.30.2 The Department will NOT be liable for losses or damages to Private Security Service Provider (PSSP) properties, or any items kept at the State's sites, in cases where the loss originated as a result of negligence or intent on the part of the State.

8.30.3 The Private Security Service Provider (PSSP) will be liable for loss of life or injuries, which might be sustained by the security personnel during execution of their services

8.30.4 The Department is indemnified against any liability, compensation or legal expenses in respect of the above-mentioned cases: The Private Security Service Provider (PSSP) will be notified in writing of the particulars of each claim he is liable for.

8.30.5 Damage to or destruction of any equipment or property of the Private Security Service Provider (PSSP) during the execution of his/her duties remains the responsibility of the Private Security Service Provider (PSSP).

8.30.6 The Private Security Service Provider (PSSP) will be liable for any claims and legal costs which might ensue from the failure by, or acts committed by the Security Personnel of the Private Security Service Provider (PSSP) against third persons, which acts include illicit frisking, illicit arrests and other illicit or wrongful deeds.

8.30.7 The Private Security Service Provider (PSSP) shall, at his own expense, take out sufficient insurance against any claims; costs, loss and/or damage due to his/her staff negligence ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.

8.30.8 The Private Security Service Provider (PSSP) may not, unless otherwise specified, make use of any of the State's equipment, aids and/or property, for purpose of compliance with the conditions, which equipment and aids and/or property include *inter alia* vehicles, stationary, firearms, rooms and furniture.

8.30.9 The Private Security Service Provider (PSSP) is responsible for the training of his personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site.

8.30.10 All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions, will be provided.

8.30.11 The Private Security Service Provider (PSSP) personnel shall at all-time refrain from littering and shall at all-time keep the grounds and buildings occupied by them clean, hygienic and neat. If dogs are used, the Private Security Service Provider (PSSP) at the end of each shift shall remove their droppings.

8.30.12 Under no circumstances are Security Personnel allowed to carry on any trading during periods of service execution.

8.30.13 The Private Security Service Provider (PSSP) shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article and/or object of any nature whatsoever, in, or to State Buildings or sites or any part thereof without written consent. The Private Security Service Provider (PSSP) shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable.

8.30.14 Any sign, printed matter, painting, name plate advertisement, article or object displayed without written consent or which is regarded as objectionable, or undesirable will immediately be removed. The Private Security Service Provider (PSSP) shall be held responsible for the costs of such removal.

8.31 RATES

The monthly rates to be filled in the pricing schedule should include all costs. The costs include wages, housing, transport, clothing, overhead costs, profit margin and all other foreseen or unforeseen items.

8.32 PAYMENT

Payment will be made once every month. The payment will be made for a period from 1st day of month to last day of the month. Payment will be made in Rands. A tax invoice clearly stating the amount of hours worked per month should be produced to the client. **The number of hours will be supported with the completed duty list per position**. Payment will be done within 30 days of receipt of invoice by depositing the payment directly into the bank account of the successful bidder. No cash payments or cheque payments will be done.

8.33 LIABILITY AND INDEMNITY

Department of Water & Sanitation is indemnified from and not liable for any claim/s, injury, loss, omission by or to any of the Private Security Service Provider (PSSP) personnel, whether direct, indirect, consequential, or otherwise that may have resulted directly or indirectly through any negligent or wrongful act, omission, error of any kind or nature on the Department of Water and Sanitation part, its employees or agent.

The Private Security Service Provider (PSSP) indemnifies the Department of Water and Sanitation against any claim that may be made by any third party against the contractor emanating from this contract.

The Private Security Service Provider (PSSP) shall submit an insurance cover certificate to the Department of Water and Sanitation within 30 calendar days of receiving the Letter of notification to Bidders from the Department of Water and Sanitation.

SECTION 9: SERVICE LEVEL AGREEMENT AND PSSP OFFICE INSPECTION FORM

CONTENTS

NOTE:

The *Service Level Agreement(SLA)* and *Compulsory PSSP Office / Site Inspection Forms* are to be completed by the Successful Bidder after the award of the contract and will be customized for this specific contract.

SECTION 10: COMPULSORY SUPPLY CHAIN MANAGEMENT AND PRIVATE SECURITY SERVICE PROVIDERS DOCUMENTATION

Submit and attach all Supply Chain Management (SCM) and Private Security Service Providers (PSSP) Documentation to the back of this document in the following order:

NO	COMPULSORY FORMS TO BE SUBMITTED BY THE BIDDER	ATTACHED	
		Yes / No	Initial
1	Originally Certified copy of company / CC / Trust / Partnership registration certificates (CIPC)		
2	Proof of tax compliance status		
3	Originally certified copy of Identification Documents (ID) of company director/s		

NO	COMPULSORY FORMS TO BE SUBMITTED BY THE BIDDER	ATTACHED	
		Yes / No	Initial
4	Originally certified copy of company / CC / Trust / Partnership B-BBEE Certificate		
5	Proof of registration on the National Treasury Central Supplier Database (CSD).		
6	Valid Letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993)		
7	Letter of intent of Public Liability Insurance to the minimum value of Five (5) million rand.		
8	Valid and originally certified copy of registration certificate of the company with PSIRA as per PSIRA Act 56 of 2001		
9	Originally certified copies of registration certificate(s) of company directors with PSIRA as per PSIRA Act 56 of 2001		
10	Letter of Good Standing with PSIRA for the company		
11	PSIRA Registered Employee List (PSIRA Listing of employees for service provider as listed with PSIRA)		
12	Company Profile		
13	Certified copies of vehicle registration documents registered in the company's name		
14	Certified copies of Firearms Licenses		
15	Certified copies of Firearm Competent Training Certificates of all employees		
16	Address and telephone list of company head office, provincial and area offices.		
17	Proof of current and/or previous security contracts in the Private Sector or Government		
18	Reference letter(s) from current and/or previous client(s) relating to service delivery Private Sector or Government		
19	Examples (single page) of security registers to be utilized by the private security service provider (Example: Occurrence Book, access register, attendance register, firearm permits and register, asset movement register, incident and investigation reports, shift roasters, duty sheets, etc.)		

NO	COMPULSORY FORMS TO BE SUBMITTED BY THE BIDDER	ATTACHED	
		Yes / No	Initial
20	Proof of clearance by the South African Police Service of previous and/or current National Key Point deployment/security service. **(If applicable)**		

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

……

Signature of Bidder:	**Date:**
Bidder's Name & Surname:	**Designation**
Witness Name & Surname:	**Date**
Signature:	**Address (Physical):**