



BID DOCUMENT

BID NO. AW 2018/19/39

BID DESCRIPTION

PROVISION OF SECURITY SERVICES FOR THE PERIOD OF THREE YEARS

CLOSING DATE

DAY: MONDAY
DATE: 06 APRIL 2020
TIME: 12H00

BIDDER TO COMPLETE

COMPANY NAME	
TRADING AS (if different from above)	

ISSUED AND PREPARED BY: AMATOLA WATER
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SECTION A

TENDERING INVITATION, CONDITIONS OF TENDER AND SPECIFICATION

SBD1**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR THE PROVISION OF SECURITY SERVICES FOR THE PERIOD OF THREE YEARS.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX LISTED BELOW

Reception area of Amatola House

6 Lancaster Road

Vincent

East London

THE BID BOX IS AVAILABLE FOR BIDS TO BE DEPOSITED BETWEEN 08:00AM – 16:00PM FROM MONDAY TO FRIDAY.

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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA	<input type="checkbox"/> Yes <input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR	<input type="checkbox"/> Yes <input type="checkbox"/> No	

FOR THE GOODS /SERVICES /WORKS OFFERED?	[IF YES ENCLOSE PROOF]	THE GOODS /SERVICES /WORKS OFFERED?	[IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED			
RATES BASED TENDER	This is a rates based tender and the final amount of Security Officers will depend on the needs of Amatola Water at any particular point in time		
BIDDING PROCEDURE AND SCM ENQUIRIES MAY BE DIRECTED TO: Sandile Biyela		TECHNICAL INFORMATION MAY BE DIRECTED TO: S. Dyalom	
ONLY WRITTEN QUERIES VIA EMAIL WILL BE ATTENDED TO			
PUBLIC ENTITY	AMATOLA WATER		
CONTACT PERSON	Sandile Biyela - Lead Demand Specialist	CONTACT PERSON	Sivuyile Dyalom – Facilities Manager
E-MAIL ADDRESS		E-MAIL ADDRESS	
sbiyela@amatolawater.co.za		sdyalom@amatolawater.co.za	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. **BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.4. **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

TENDER CONDITIONS

1. DEFINITIONS

The word "Bidder/Tenderer" in these conditions shall mean and include any firm of Contractors, Suppliers, Service Providers or any company or body incorporated or unincorporated.

2. BID PUBLICATION

Bid document will be available from **Friday, 13 March 2020** at Amatola Water website at www.amatolawater.co.za.

3. CLARIFICATION MEETING

Clarification meeting will be held on the **20 March 2020 @ Nahoon Boathouse @ 09h00**.

4. BID SUBMISSION

The original completed bid documents must be submitted in a sealed envelope endorsed with the Bid Number and Bid Description as detailed in the Tender Data. The sealed envelope must be deposited in the Bid/Tender Box, located in the reception area of Amatola House, 6 Lancaster Road, Vincent, East London, not later than the time and date specified on the cover page and SBD 1 of this bid.

5. DISQUALIFYING FACTORS

(a) The following forms must be completed in full as per the requirement of the bid.

SBD 1: Invitation to Bid

SBD 4: Declaration of Interest

SBD 8: Declaration of Bidder's Past SCM Practices

SBD 9: Certificate of Independent Bid Determination

Failure to attend the compulsory briefing session will invalidate the bid

(b) The following forms must be submitted with your bid:

1. B-BBEE VERIFICATION CERTIFICATE
2. JOINT VENTURE AGREEMENT (IF APPLICABLE)

All forms and declarations must be signed and completed and returned with the Bid Document as a whole.

Failure to sign and / or complete the forms and declarations will result in the bid being disqualified.

The lowest or any bid will not necessarily be accepted and your bid may be accepted in part or as a whole.

- The bid document must be completed in all respects in non-erasable ink.
- Bids must be submitted on original bid documents.
- Bid documents must remain intact and no portion may be detached.

6. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

7. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Amatola Water at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

8. JOINT VENTURE REQUIREMENTS

DEFINITION:- “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.

Should a group of companies/firms and/or interested parties wish to enter into a joint venture / consortium agreement the following minimum requirements must be met: -

- a. A properly signed copy of the joint venture/consortium agreement must be attached.
- b. Each member of the joint venture/consortium's taxes must be in order.
- c. After the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide a combined joint venture/consortium Tax Clearance Certificate.
- d. After the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide the details of the joint venture / consortium banking details.
- e. A trust, consortium or joint venture will qualify for points of their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- f. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

THE JOINT VENTURE/CONSORTIUM AGREEMENT MUST CONTAIN THE FOLLOWING: -

- a. Who the managing member will be.
- b. Who the signatory of authority will be.
- c. How the joint venture/consortium share of profit will be split.
- d. The bank account details where payments will be deposited into.
- e. The agreement must be signed by all parties.
- f. The agreement must be certified by a Commissioner of Oaths.
- g. The postal and physical address where all correspondence will be sent to

9. CONDITIONS OF TENDER

- I. Submission of this proposal signifies the applicant's acceptance of the conditions as laid down in this document, unless clearly stated otherwise.
- II. Any expense incurred by the applicant in preparing and submitting this proposal will be for the
a. Applicant's account.
- III. Amatola Water reserves the right not to accept any proposal and cancel the bid as and when the need arises.

BID SPECIFICATION

1.

The main objective is to invite bids from prospective service providers for the provision of security services at AMATOLA WATER Sites for the period of thirty six {36} months.

2. BACKGROUND

- 2.1 AMATOLA WATER is a state owned entity established to service potable water specified gazetted areas of the Eastern Cape Province.
- 2.2 The Control of Access to Public Premises and Vehicles Act 1985, Act No. 53 of 1985 as amended; the Criminal Procedure Act 1977, Act No. 51 of 1977; the Minimum Information Security Standards (MISS); the Minimum Physical Security Standards (MPSS); and various other legislations that regulate security within the Organs of State, prescribe the implementation of security measures as the most crucial in protecting assets of the state and ensuring business continuity.
- 2.3 AMATOLA WATER sites are currently dispersed as follows:
 - 2.3.1. Head Office (East London - Vincent);
 - 2.3.2. Nahoon Dam Complex (25km from East London towards King Williamstown);
 - 2.3.3. Laing Dam Complex (15km from King Williamstown);
 - 2.3.4. Debe Plant (45km from King Williamstown towards Alice);
 - 2.3.5. Sandile Plant (70km from King Williamstown towards Alice);
 - 2.3.6. Binfield Plant (35km from Alice);
 - 2.3.7. Peddie Plant (20km from Peddie);
 - 2.3.8. Glenmore Plant (50km from Peddie);
 - 2.3.9. Albany Coast Plant (25km from Port Alfred);
 - 2.3.10. Masincedane Plant (5km from Keiskammahoek);
 - 2.3.11. Mnyameni Plant (20km from Keiskammahoek);
 - 2.3.12. Mthatha Area Office.

3. SCOPE OF WORK

- 3.1. The contract is for the supply of physical services in all offices occupied/utilized by the AMATOLA WATER BOARD.
- 3.2. This is a fixed term contract valid for a period of three years from the day of signing the contract.
- 3.3. In terms of Control of Access to Public Premises and Vehicles Act 1985 (Act no 53 of 1985), the Minimum Physical Security Standards as well as Minimum Information Security Standard (MISS) all the Government institutions need to be protected on 24 hourly basis. Successful bidder (s) must provide registered security officers that will render physical services on a 24-hour basis for a fixed term of 36 months.

3.4. Security officers are expected to act as authorized officers in terms of the Control of Access to Public Premises and Vehicles Act 1985 (Act No. 53 of 1985) as amended and perform the following functions:

3.4.1. Control access to premises taking into account access control principles of identification, escort, authorization, recording and searching of personnel and vehicles.

3.4.2. Patrol of premises in ensuring protection of assets (personnel, property, visitors, beneficiaries and information);

3.4.3. Recording of all incidents in relevant registers;

3.4.4. Apply and enforce applicable AMATOLA WATER policies, systems and procedures.

3.5. Bidders are expected to submit proposals and security specifications as reflected in the Bid document.

4. COMPLIANCE MATTERS QUANTITIES AND EXPECTED DELIVERABLES

4.3.2. Company profile attached to the bid document;

4.3.3. Certified copies of registration certification with the Private Security Industry Regulatory Authority (PSIRA) in respect of the company, directors/members, and all registered security officers;

4.3.4. Valid PSIRA letter of good standing not older than 3 months;

4.3.5. Certified copies of identification documents in respect of company directors/members and registered security officers;

4.3.6. Valid Compensation for Occupational Injuries and Diseases Act Certificate;

4.3.7. Valid Unemployment Insurance Fund Certificate;

4.3.8. Valid original tax clearance certificate;

4.3.9. Public liability insurance;

4.3.10. Physical and postal addresses, contact details in terms of offices which will be providing services to AMATOLA WATER:

4.3.11. Physical and postal addresses of headquarters and regional offices (if any);

4.3.12. Names, address and telephone numbers of bank or any other financial institution which manages the bidder's finances;

4.3.13. Names, identity numbers and street addresses of all partners where persons, partnerships or closed corporations bid;

4.3.14. Number of registered security officers to be dedicated to each AMATOLA WATER site/office;

4.3.15. A list of references must accompany the bid and particulars of similar contracts successfully rendered or existing contracts with a clear indication of the cash value must be furnished.

4.3.16. Bidders are further expected to provide at least three written references with regard to services currently being rendered.

4.3.17. All bidders are expected to submit the price structure and cost breakdown that cover all the sites and security specifications as reflected in the bid document.

4.3.18. Details of the fully functional security control room. The security control room must meet the following basic requirements:

4.3.18.1. Operate 24 hours;

4.3.18.2. Not shared with any other service provider;

4.3.18.3. Equipped with base radio, telephone, first aid kit, fire extinguisher, occurrence book/incident register, operating manuals for all equipment in the control room, duty rosters for registered security officers and employee database;

4.3.18.4. ICASA radiation certificate for the radios:

4.3.18.5. Firearms safe;

4.3.18.6. Must meet applicable legal requirements and security industry best practices.

5. GENERAL DUTIES AND RESPONSIBILITIES OF THE BIDDER'

5.1. To provide security services meant to protect AMATOLA WATER assets including personnel, information and equipment against damage, theft and vandalism.

5.2. To perform access control duties, patrol the premises to prevent unauthorized persons from entering and removing equipment or assets such as beneficiary files etc. from the premises concerned and prevent any criminal activities.

5.3. To protect employees, visitors and customers by preventing or minimizing the risk of injury including death.

5.4. To apprehend any suspicious person on the premises and to take action as mandated and required by the laws of the Republic of South Africa.

5.5. To report any suspicious action or unusual occurrence/incident to AMATOLA WATER BOARD and the South African Police Services (SAPS).

5.6. Registered security officers must be supervised on a daily basis and be equipped to perform their duties as agreed upon.

5.7. To prevent and remove persons from illegal dumping, erecting of structures on and occupying premises under the control of AMATOLA WATER.

5.8. To monitor security threats and risks within the AMATOLA WATER's area of responsibility and provide an early warning to facilitate proactive interventions.

5.9. The bidder shall conduct business in a courteous and professional manner.

5.10. The bidder to provide necessary documentation as requested prior to the awarding of the contract.

5.11. The bidder must undertake to provide a certain and reasonable number of additional staff as required for the rendering of services at the sites during crisis situations.

5.12. To maintain a 24/7 permanently manned office/control room for the duration of the contract to enable continuous communication with AMATOLA WATER and the bidder's field staff. The bidder must have a functional radio control room, cellular phones for effective communication. Any bidder without a functional or fully operational the control room shall be deemed to be non-compliant and therefore disqualified.

6. MANAGEMENT AND SUPERVISION

6.1. The bidder must make provision for a Contract Manager who shall exercise supervision of registered security officers and/or activities on behalf of the bidder. The Contract Manager shall be a competent and responsible individual who has three (3) years' experience in carrying out security functions at management level. AMATOLA WATER shall be notified in writing of the appointment of the Contract Manager.

6.2. AMATOLA WATER may delegate to any person any of its powers or functions in terms of this agreement and on receiving notice in writing of such delegation, the bidder shall recognize and obey the delegated person to whom any such powers or functions have been delegated.

6.3. The bidder shall exercise adequate supervision over the service at each facility and shall be represented by a representative having full power and authority on behalf of the Contract Manager. Such representative shall be competent and responsible and shall have adequate experience in carrying out the security functions provided in terms of this agreement.

6.4. The bidder shall be required to carry out proper supervision of his own personnel by means of at least two visits by an off-site supervisor per shift. The Contract Manager should visit each site at least twice per week, one of which should be after hours. These visits must be recorded in the weekly report. Details of such visits shall be recorded in the occurrence book provided by the bidder and the pocket books of security personnel visited.

6.5. The bidder shall at all times be responsible for the acts and omissions of his employees providing security services to AMATOLA WATER in terms of this agreement while they are acting within the course and scope of their duties and employment.

7. ADMINISTRATIVE INFRASTRUCTURE

7.1. The bidder must demonstrate the capacity to have the administrative and management infrastructure to manage the contract at the time of commencing the contract. Such administrative and management infrastructure may include but not limited to clearly marked vehicles, immovable office structure, personnel, 24 hours functional control room.

7.2. The bidder must give access to its premises by AMATOLA WATER at any time for compliance inspection. These facilities must be acceptable for the running of a security business and be equipped with fully functioning equipment manned by skilled staff.

8. PLACE(S) OF DELIVERY.

8.1. Bidders to bid for all the Sites as per afore mentioned list of sites,

8.2. Bidders must also be in a position to provide services to any other site/s that may arise within AMATOLA WATER's operational area of responsibility.

9. LEGAL REQUIREMENTS.

9.1. The contract shall in all respects be construed in accordance with the laws of the Republic of South Africa and any disputes that may arise between the bidder and AMATOLA WATER in regard to the contract shall be settled within the courts of the Republic of South Africa.

9.2. Bidders shall comply, but not limited to, with the following relevant legislation:

- 9.2.1. The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);
- 9.2.2. The Private Security Industry Regulations, 2002 dated 14 February 2002;
- 9.2.3. Provisions from the Security Officers Act, 1987 (Act 92 of 1987);
- 9.2.4. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993);
- 9.2.5. The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);
- 9.2.6. The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
- 9.2.7. The Firearms Control Act, 2000 (Act no. 60 of 2000);
- 9.2.8. The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
- 9.2.9. The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);

9.3. Should any of the above be amended or replaced, the replacement or amendment should be adhered to.

9.4. All bidders that are not registered with PSIRA, CIPRO (EXCEPT FOR SOLE PROPRIETORSHIP), Compensation (CIDA and UIF) will be deemed non-compliant and therefore disqualified.

9.5. AMATOLA WATER shall not tolerate any unfair labour practices that happen during the duration of the contract. Labour disputes are the sole responsibility of the service provider. In the event of a labour dispute the service providers will continue to deploy alternative registered security officers

10. CONFIDENTIALITY.

10.1 The bidder must ensure that AMATOLA WATER's interests are served at all times during the contract period. Recommendations must be based on impartial observations, responsible opinions and pertinent facts. Any information gained by the bidder during the course of the contract must be kept in strict confidence and may not be used without the written permission of AMATOLA WATER.

11. SECURITY PERSONNEL.

11.1. It is the responsibility of the bidder to ensure that security personnel in his employment meet the following requirements at all times:

- 11.2. Registered security officers must have at least Grade 10 and minimum Grade D PSIRA registration.
- 11.3. Supervisors must have Grade-12 and Grade-C PSIRA Certificate.
- 11.4. Registered security officers must be able to communicate, read and write at least in English.
- 11.5. Registered security officers must not be younger than 18 years of age.
- 11.6. Registered security officers must be prepared to work 12 hours shift.
- 11.7. Supervisors and registered security officers must have undergone and passed the formal registered security officers training.

11.8. Registered security officers must at all times present an acceptable image/appearance which implies inter alia that they may not sit, lounge about, smoke, eat or drink whilst attending to people.

11.9. Supervisors and registered security officers must 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, personnel or discourteous behaviour towards them.

12. WORKING HOURS AND RATES

12.1. Security services shall be provided twenty four hours and seven days a week.

12.2. Bidders to apply and remunerate registered security officers in accordance with standards rates as prescribed by the Private Security Industry Regulatory Authority.

13. ADDITIONAL/ AOHOc SECURITY SERVICES

13.1. Due to security operational requirements within AMATOLA WATER, additional security services may periodically be required on an *adhoc* basis such as during Special Projects and other events.

13.2. Requests for additional security services shall be handled as follows:

13.2.1. AMATOLA WATER shall in advance request confirmation from the contracted service provider to establish its capacity and ability to render the required additional services at the time that the service is needed. The prospective service provider shall be expected to have capacity to provide *adhoc* additional security services.

13.2.2. The service provider's confirmation shall also include a detailed plan and dedicated team with a manager when necessary.

13.2.3. The contracted service provider shall provide the AMATOLA WATER with a quotation for the required *adhoc* services.

13.2.4. AMATOLA WATER shall assess the provider's confirmation for the rendering of additional security services before acceptance.

13.2.5. AMATOLA WATER shall have the right to negotiate with or engage alternative service provider/s in cases where the contracted service provider:

- Confirms that *it* does not have the capacity or ability to render the required *adhoc* services.
- The quotation is not in compliance with the PSIRA requirements
- The quotation is not market related.
- The services cannot be adequately provided.

13.2.6 Payment for such services will be calculated separately from the normal guarding services and will be subject to the provision of accepted quotations prior to engagement of such services and proof that the services were rendered as required.

13.2.7 The security officers provided for the event may be subjected to security screening or vetting by the State Security Agency (SSA) as may be required.

14. TRAINING OF SECURITY PERSONNEL

14.1. The bidder shall before the effective date of the contract provide proof of certification of all security personnel that will be utilized on this contract, as Grade A, B, C and D.

14.2. Personnel issued with firearms shall receive accredited training with such firearm at least once every six months. The results of such training shall be made available to AMATOLA WATER on request. Personnel shall be professionally and formally trained and be able to use and handle a firearm when required.

14.3. AMATOLA WATER shall conduct random competency tests/inspections of the bidder's security personnel.

14.4. The bidder's personnel shall after completion of their training, have expertise to execute their functions effectively, in particular regarding but not limited to the execution of their functions, including the legal aspects thereof.

14.5. Training shall be provided to the bidder's personnel before the commencement date to ensure that the personnel will immediately be qualified to perform their services to the level of professional efficiency required by AMATOLA WATER.

14.6. The bidder shall be responsible for all costs incurred in the training of security personnel.

15. BIDDER'S OBLIGATIONS

15.1. To ensure that all staff working under this contract are in good health and pose no risk to any AMATOLA WATER employee and clients/contractors.

15.2. To comply with AMATOLA WATER security and emergency policies.

15.3. To ensure that AMATOLA WATER is informed of any removal or replacement of registered security officers.

15.4. To have sufficient number of registered security officers available to render a service to the AMATOLA WATER during any crisis or adhoc situations.

15.5. To ensure that all registered security officers employed by the bidder are paid the minimum wages according to the applicable sectorial determination.

15.6. Ensure that all registered security officers under this contract are provided with uniforms which state the name of the company and which can be clearly distinguished from other companies. AMATOLA WATER reserves the right to order immediate removal of a security officer who does not adhere to this arrangement.

The uniform provided to security officer should consist of the following:

15.6.1. Male Registered security officers:

- Baton, Jacket, Jersey, formal trousers, shirt, formal shoes, whistle, rain suite, tie, handcuffs and keys.

15.6.2. Female Registered security officers:

- Baton, blouse/shirt, handcuffs and keys, jacket, jersey, shoes, skirt/trousers, stockings, whistle, rain suite, tie/cravat

15.7. To ensure that AMATOLA WATER is informed of any removal and replacement of registered security officers.

15.8. The company or close corporation must provide a contingency plan in case of the strike/unrest or any unplanned eventuality that can disrupt services to the Agency.

15.9. The bidder must agree to reliability checks by the State Security Agency (SSA) on the company, registered security officers and every director of the company or member of the close corporation prior to the signing of the contract

15.10. To provide all equipment but not limited to the following:

- 15.10.1. Occurrence Book and other relevant security registers;
- 15.10.2. Fully operational radios;
- 15.10.3. Fully operational torches,
- 15.10.4. Pocket Book;
- 15.10.5. **PSIRA** Identification Cards;
- 15.10.6. Pens;
- 15.10.7. Handcuffs and keys;
- 15.10.8. Handheld metal detectors;

15.11. The bidder shall acquaint himself with any relevant wage regulating measures or statutory enactment which may be in force or which may be contemplated, affecting conditions of employment during the term of agreement.

15.12. The bidder shall provide audited proof that remuneration paid to each of their employee was adjusted by at least the amount which the statutory wage applicable to each individual was increased.

15.13. The bidder shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses, provident fund contributions, medical fund and Insurance premiums.

15.14. Salaries paid by the bidder to his personnel shall at no stage be less than those prescribed by the current applicable wage determination in the security industry.

15.15. The bidder shall be responsible for the payment of all applicable taxes, charges, duties or fees assessed or levied by any recognized authority in respect of security personnel provided or as a result of the security personnel being provided by the bidder in terms of this agreement and shall on request furnish sufficient documentary proof to AMATOLA WATER that these payments have in fact been made, e.g. Provident fund, UIF etc.

16. GENERAL CONDITIONS

17.1. The bidder shall allow his personnel to attend and if necessary, testify in court proceedings, as well as in disciplinary and arbitration proceedings should AMATOLA WATER deem it necessary, provided AMATOLA WATER has notified the bidder within a reasonable time before the start of the proceedings that the presence of the bidder's personnel is required by AMATOLA WATER.

17.2. The contract shall be terminated immediately should the successful bidder no longer qualify as service provider in terms of the PSIRA Act, 2001 (Act 56 of 2001).

17.3. AMATOLA WATER reserves the right to cancel the contract forthwith and to terminate the services of the successful bidder without prior notice to do so if the successful bidder becomes unable for any reason whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder. In such an event, the successful bidder shall, when called to do so, hand over to AMATOLA WATER all documents which are related to the contract.

17.4. Should AMATOLA WATER property or any part(s) of AMATOLA WATER property be damaged or destroyed, AMATOLA WATER will, in its discretion determine which part(s) of the property no longer be bound by the stipulations of this agreement and no claim for indemnification in favour of one party against the other shall result from there. In respect of the remaining part(s) of the premises, which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of date of such change. If the damaged to property is repaired, AMATOLA WATER can request the service provider to resume the security services. AMATOLA WATER will provide the service provider with one month prior notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.

17.5. AMATOLA WATER shall not accept any responsibility for accounts/expenses incurred by the bidder that was not agreed upon by the contracting parties.

17.6. The bidder undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as is practically possible before the commencement of this agreement.

17.7. No security personnel provided by the bidder shall comment to the press or any other public communications media upon the business of AMATOLA WATER.

17.8. The bidder shall notify AMATOLA WATER in writing of any change of address within five days hereof.

17.9. The personnel provided in terms of this agreement shall report for duty at those points indicated by AMATOLA WATER. These points of reporting may vary from time to time according to the operational requirements of AMATOLA WATER.

17.10. The bidder shall provide AMATOLA WATER with daily posting sheets immediately when required by AMATOLA WATER.

17.11. The bidder shall be responsible for all costs incurred in the transport, deployment and posting of security personnel.

17.12. Training, vetting, criminal checks, issuing of uniform and equipment, standing operating procedures must be completed ten working days before the commencement of the contract.

17.13. AMATOLA WATER reserves the right to inspect the services rendered by the bidder at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.

17.14. The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.

17.15. The bidder shall take all possible steps to ensure that the contract and the intended execution will take place.

17.16. AMATOLA WATER reserves the right to conduct security background checks in respect of the recommended bidder(s) and its directors or members as well as registered security officers by the State Security Agency (SSA). Appointment of successful bidder(s) will be subject to positive background checks.

17.17. The bidder must keep available for inspection, at his headquarters, personnel files as well as all appropriate documents of all security personnel in his service.

17.18. Price adjustment must not occur more than once in a year. Adjustments will only be reviewed when proof of increase from PSIRA is presented and upon written request.

17.19. Failure to attend the compulsory briefing session will invalidate the bid.

17.20. The successful bidder will enter into a Service level Agreement (SLA) with AMATOLA WATER.

18. LIABILITY

18.1. The service provider indemnifies AMATOLA WATER from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from the death, injury or ailment of any person, or the damage of property of the service provider or any other person that may result from or be related to the execution of this contract.

18.2. The service provider will be held responsible for any damage or theft by his employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by AMATOLA WATER against the service provider. AMATOLA WATER reserves the right to claim for damages against the service provider arising out of negligence and/or poor performance by the service provider or its registered security officers.

18.3. In the case of the loss or damage to property resulting from providing service, the service provider undertakes to repair/rectify the damage immediately after the notification by AMATOLA WATER.

If the service provider fails to act after such notification, AMATOLA WATER will rectify the damages at will and the costs will be recovered from the service provider.

19. EVALUATION OF THE TENDER

19.1. STAGE ONE: COMPLIANCE

Phase One – Administrative Compliance

Bidders must submit the following mandatory documents:

Administrative Area	Compliant	Non-compliant
Certified copy of company registration with PSIRA		
Company Directors' certified copies of PSIRA registration certificates		
PSIRA Letter of Good Standing		
Directors' certified copies of identity documents		
Valid original Tax Clearance certificate		
UIF Letter of Good Standing		
Fully completed SBD forms		

NB:

- **Validity period of certified copies must not exceed three (3) months.**

19.2. STAGE TWO Price and preference

Price and Preference	100
Price	80
BBBEE Status level of contribution	20

PLEASE TAKE NOTE OF THE FOLLOWING SPECIAL CONDITIONS:

The Bid Evaluation Committee will consider PSIRA pricing structures. Bidders deviating from PSIRA pricing structures by quoting below the current year PSIRA illustrative pricing structure (A + B + C) shall be deemed non-compliant and may therefore be disqualified.

Any bidder who misrepresents itself in the bidding documents shall be disqualified and blacklisted in terms of the National Treasury Practice Note 5 of 2006.

19.3. Site Inspections

Unannounced site inspections shall be conducted to the physical addresses (premises) provided by the Bidder in bid documents, to verify administrative and infrastructural capacity/compliance to the security industry requirements.

20. BID AWARD AND CONTRACT

The contract will be concluded between AMATOLA WATER and the successful bidder (s). The contract period is from the date of signing the contract.

Bids must be submitted in line with any attached annexures and detailed specifications. Failure to bid accordingly shall invalidate the bid.

AMATOLA WATER reserves the right to award the bid to one or more service providers. AMATOLA WATER reserves the right to award the bid in whole or only partial.

21. SECURITY CONTRACT PERIOD

The security contract will commence after signing the contract. The successful service provider will be expected to provide security services for a period of **three (3 years)**, from the date of signing the contract. AMATOLA WATER may at the end of the contract exercise the sole discretion to extend or not extend the contract.

Failure to comply with the above Special Condition of Bid will result in the bid being disqualified.

SECTION B

RETURNABLE DOCUMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED IN FULL AND SUBMITTED WITH THIS BID:

- SBD 4: DECLARATION OF INTEREST**
- SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**
- SBD 8: DECLARATION OF BIDDER'S PAST SCM PRACTICES**
- SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THIS BID:

- B-BBEE VERIFICATION CERTIFICATE**
- JOINT VENTURE AGREEMENT (IF APPLICABLE)**

FORM A: AUTHORITY TO SIGN DOCUMENTS

The person listed below are duly authorised/ delegated to sign all documents in connection with the tender offer and any contract resulting from it on our behalf by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached.

Details of authorised/ delegated person

--

NAME

--

SIGNATURE

--

DATE

WITNESSES:

1.

--

NAME

--

SIGNATURE

--

DATE

2.

--

NAME

--

SIGNATURE

--

DATE

FORM B: SCHEDULE OF PREVIOUS RELATED CONTRACTS SATISFACTORILY CARRIED OUT BY THE TENDERER

Suppliers should very briefly describe their experience in this regard by completing the schedule below by providing details of at **least three comparable contracts** within the last 5 years relating to the **Provision of Security Services for the Period of Three Years**
All the required information requested below should be provided and a **general listing of contracts completed will not suffice**.

Comparable supply contracts of the entity within the last 5 years	Short Description	Contract Value (incl. VAT)	Dates (Commencement; Completion)	Client and contactable reference (include phone no.)

SIGNED ON BEHALF OF TENDERER:

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder?):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder
presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:
.....

.....
.....
2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof.

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

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

3. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

- 1.
2. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

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

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an

organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

$$P_s = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12

5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION C:
PRICING INSTRUCTIONS, PRICING
SCHEDULE AND CONTRACT

PRICE INSTRUCTIONS AND ESCALATION

The following pricing schedules must be completed in full:

SBD 3.1: Pricing Schedule: Firm prices

SBD 3.2: Pricing Schedule: Non- firm prices

NB: If there are any unconditional discount offers, kindly attach a schedule that will indicate where those discounts are applied from.

Failure to fully complete the pricing instructions will invalidate your bid. All line items should be completed.

No claim in respect of any price escalation will be considered by the Amatola Water unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Amatola Water of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims.

VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

Non-Vat vendors must not include VAT in the bid price.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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 Closing date:

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

Security Officer Pricing Schedule

Site of Delivery for Services	Shift (day / night)	RATE PER GRADE OF SECURITY OFFICER		
		GRADE A	GRADE B	GRADE C
Head Office	day			
	night			
Nahoon WTW	day			
	night			
Laing WTW	day			
	night			
Debe WTW	day			
	night			
Sandile WTW	day			
	night			
Masincedane WTW	day			
	night			
Mnyameni WTW	day			
	night			
Kingslyn WTW (Peddie)	day			
	night			
Glenmore WTW	day			
	night			
Binfield WTW	day			
	night			
Albany Coast WTW	day			
	night			

Mthatha Office	day			
	night			
Total of rates for Security Officers:				
Cost of overheads:				
Total Cost:				
This is a rates based tender and the final amount of Security Officers will depend on the needs of Amatola Water at any particular point in time				

For more information please contact (Sandile Biyela-email sbiyela@amatolawater.co.za)

Required by:

Amatola Water

- At: Nahoon Dam
- Brand and modelN/A.....
- Country of originN/A.....
- 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

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

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.....

2. 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. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

SBD 3.2

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=		

2. 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

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE SUPPLIER)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (**AMATOLA WATER**) **Provision of Security Services for the Period of Three Years,**

1. in accordance with the requirements and specifications stipulated in **BID NUMBER AW2019/20/38** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

GENERAL CONDITIONS OF CONTRACT

The form of Contract to be utilized is the General Conditions of Contract issued by National Treasury.