

# REQUEST FOR PROPOSALS

## SUPPLY CHAIN MANAGEMENT

Authorised: CEO

Version: 1

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**TENDER NUMBER: OW-440/2018/19**

**DESCRIPTION: Provision of Travel Management Services to  
Overberg Water for a period of 36 Months**

**CLOSING DATE: 08 October 2018**

**CLOSING TIME: 12:00**

**QUOTATION BOX NUMBER: 001**

### ***IMPORTANT NOTES TO SUPPLIERS***

- a) Quotations with completed and signed supporting documents must be deposited at the tender box of Overberg Water Board's Corporate Office, situated at Ground Floor, Trident Park 3, 1 Niblick Street, Somerset West, 7137, Cape Town.
- b) No late quotations will be accepted under any circumstances.
- c) Detailed specification is provided under Part A on page 21 of this RFP document.
- d) Should the bidder opt to submit the quotation at the physical address personally or by courier the quotation must be submitted in a sealed envelope clearly reflecting the quotation number and description as indicated above.
- e) Suppliers are required to **complete and return all Returnable Schedules**, failing which the supplier's quotation may be rejected or declared non-responsive.
- f) For this quotation to be **valid** on the closing date, **all six (6) Returnable Schedules** listed below must be fully and properly completed and signed.
- g) Bidders must be registered on the National Treasury Central Supplier Database (CSD) as Overberg Water Board **will not award** any bid for price quotation to any bidder(s) not registered on the CSD. **For more information** of the **Central Supplier Database** please contact the National Treasury helpdesk at **012 – 4069222 or email [csd@treasury.gov.za](mailto:csd@treasury.gov.za)**
- h) Acceptance/Contract Commencement and purchase orders:  
The supplier's offer will be accepted by Overberg Water Board when a purchase order and/or letter of appointment is issued to the supplier. The date of issue of the purchase order and/or letter of appointment shall be the commencement date of the contract. The supplier undertakes work and incurs expenses prior to the issuing of a purchase order and/or entirely at its own risk. Overberg Water Board shall only incur liability for payment in terms of this contract if a valid purchase order and/or letter of appointment has been issued to the supplier.

# INDEX

## RETURNABLE SCHEDULES

(All schedules must be completed and returned by the supplier when submitting the offer.)

1	SBD 1: Part A Invitation to Bid and Part B Terms and Conditions
2	Price Schedule
3	SBD 4 : Declaration of Interest
4	SBD 6.1: Preference Points Claim form in terms of the Preferential Procurement Regulations 2017
5	SBD 8: Declaration of Supplier's Past Supply Chain Management Practices
6	SBD 9: Certificate of Independent Quotation Determination

## IMPORTANT QUOTATION INFORMATION

(These sections need not be returned by the supplier when submitting the offer.)

A	Specification
B	Quotation Conditions
C	General and Special Conditions of Contract

## **1. INTRODUCTION**

Overberg Water Board is a Water Services Institution is a state-owned entity listed in Schedule 3B of the Public Financial Act 1999 (PFMA), Act No 1 of 1999 as amended and operating in terms of the water Services Act ,1997 (WSA), Act No 108 of 1997.

Overberg Water provides water portable to end users and has the operational responsibility, according to the Water Services Act , to provide water and or sanitation services to one or more end consumers. Overberg Water distribute water to the surrounding and rural areas of Cape Agulhas, Theewaterskloof and Swellendam.

## **2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to Overberg Water.

## **3. LEGISLATIVE FRAMEWORK OF THE BID**

### **3.1. Tax Legislation**

- 3.1.1. Bidder(s) must be compliant when submitting a proposal to [Institution name] and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 3.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 3.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 3.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 3.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 3.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

### 3.2. Procurement Legislation

The Overberg Water has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

### 3.3. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

## 4. BRIEFING SESSION

No Briefing Session.

## 5. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below:

Activity	Due Date
Questions relating to RFP from Service Provider(s)	All the queries regarding the RFP must be addressed to <a href="mailto:scm@overbergwater.co.za">scm@overbergwater.co.za</a>
The RFP closing date	08 October 2018 at 12:00 Noon

All dates and times in this bid are South African standard time.

## 6. CONTACT AND COMMUNICATION

- 6.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Precious Motlhaga via email [tmotlhaga@overbergwater.co.za](mailto:tmotlhaga@overbergwater.co.za) and/or 021 851 2155. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 6.2. The delegated office of Supply Chain Management may communicate with Bidder(s) where clarity is sought in the Request For Proposal.
- 6.3. All communication between the Bidder(s) and Overberg Water must be done in writing.
- 6.4. Whilst all due care has been taken in connection with the preparation of this bid, Overberg Water makes no representations or warranties that the content of the bid or any information

communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Overberg Water, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

## **7. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

## **8. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

## **9. FRONTING**

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

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

## **10. SUPPLIER DUE DILIGENCE**

Overberg Water reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

## **11. SUBMISSION OF PROPOSALS**

Bid documents may either be posted to

Ground Floor

Trident Park 3

1 Niblick Way

SOMERSET WEST OR

placed in the tender box OR couriered to the aforesaid address on or before the closing date and time.

- 11.1. Bid documents will only be considered if received by Overberg Water before the closing date and time, regardless of the method used to send or deliver such documents to Overberg Water.
- 11.2. Bidders are requested to initial each page of the tender document on the top right-hand corner.

## **12. PRESENTATION / DEMONSTRATION**

Overberg Water reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

## **13. DURATION OF THE CONTRACT**

The successful bidder will be appointed for a period of 36 Months

## **14. SCOPE OF WORK**

### **14.1. Background**

Overberg Water's primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:

- a) Provide Overberg Water with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- b) Achieve significant cost savings for Overberg Water without any degradation in the services;
- c) Appropriately contain Overberg Water's risk and traveller risk.

### **14.2. Travel Volumes**

The current Overberg Water total volumes per annum includes air travel, accommodation, car hire and conference venue, etc.

#### 14.2.1. **General**

The successful bidder will be required to provide travel management services. Deliverables under this section include without limitation, the following:

- a. The travel services will be provided to all Travellers travelling on behalf of Overberg Water, locally and if need be internationally and regionally. This will include employees and contractors, consultants and clients where the agreement is that Overberg Water is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services.
- c. Assist with further negotiations for better deals with travel service providers.
- d. Familiarisation with current Overberg Water Travel Policy and implementations of controls to ensure compliance.
- e. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- f. Provide a facility for Overberg Water to update their travellers' profiles.
- g. Manage the third-party service providers by addressing service failures and complaints against these service providers.
- h. Consolidate all invoices from travel suppliers.
- i. Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to Overberg Water.
- j. The bidder must be a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time.

#### 14.2.2. **Reservations**

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b. always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- c. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.

- d. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- e. book the negotiated discounted fares and rates where possible.
- f. must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g. book parking facilities at the airports where required for the duration of the travel.
- h. respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- j. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- k. advise the Traveller of all visa and inoculation requirements well in advance.
- l. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m. facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- n. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- o. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- p. Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.
- q. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by Overberg Water are **non-commissionable**, where commissions are earned for Overberg Water bookings all these commissions should be returned to Overberg Water on a quarterly basis.
- r. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by Overberg Water.
- s. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per Overberg Water's instructions

#### 14.2.3. **Air Travel**

- a. The TMC must be able to book full service carriers as well as low cost carriers.



- b. The TMC will book the most cost-effective airfares possible for domestic travel.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- g. The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- h. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k. Assist with lounge access if and when required.

#### 14.2.4. **Accommodation**

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with Overberg Water's travel policy.
- d. Overberg Water travellers may only stay at accommodation establishments with which Overberg Water has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or Overberg Water.

- e. Accommodation vouchers must be issued to all Overberg Water travellers for accommodation bookings and must be invoiced to Overberg Water as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

#### 14.2.5. **Car Rental and Shuttle Services**

- a. The TMC will book the approved category vehicle in accordance with the Overberg Water Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- d. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- e. The TMC will book transfers in line with the Overberg Water Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC should manage shuttle companies on behalf of the Overberg Water and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- g. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

#### 14.2.6. **After Hours and Emergency Services**

- a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.

- d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

### 14.3. **Communication**

- 14.3.1. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of Overberg Water.
- 14.3.2. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- 14.3.3. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

### 14.4. **Financial Management**

- 14.4.1. The TMC must implement the rates negotiated by Overberg Water with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 14.4.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Overberg Water for payment within the agreed time period.
- 14.4.3. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- 14.4.4. The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices Overberg Water for the services rendered.
- 14.4.5. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- 14.4.6. Consolidate Travel Supplier bill-back invoices.
- 14.4.7. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Overberg Water's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other

supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

14.4.8. Ensure Travel Supplier accounts are settled timeously.

#### 14.5. **Technology, Management Information and Reporting**

14.5.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.

14.5.2. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.

14.5.3. All management information and data input must be accurate.

14.5.4. The TMC will be required to provide the Overberg Water with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found on

<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

14.5.5. Reports must be accurate and be provided as per Overberg Water's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).

14.5.6. Overberg Water may request the TMC to provide additional management reports.

14.5.7. Reports must be available in an electronic format for example Microsoft Excel.

14.5.8. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

i. Travel

- a) After hours' Report;
- b) Compliments and complaints;
- c) Consultant Productivity Report;
- d) Long term accommodation and car rental

ii. Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Daily invoices;

e) No show report;

14.5.9. The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

#### 14.6. **Account Management**

14.6.1. An Account Management structure should be put in place to respond to the needs and requirements of the Public Entity and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.

14.6.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Overberg Water's account.

14.6.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.

14.6.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.

14.6.5. Ensure that the Overberg Water's Travel Policy is enforced.

14.6.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.

14.6.7. Ensure that workshops/training is provided to Travellers and/or Travel Bookers

14.6.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

#### 14.7. **Cost Management**

14.7.1. The National Treasury cost containment initiative and the Overberg Water's Travel Policy is establishing a basis for a cost savings culture.

14.7.2. It is the obligation of the TMC Consultant to advise on the most cost-effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.

14.7.3. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.

14.7.4. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with Overberg Water's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

## 14.8. Office Management

14.8.1. The TMC to ensure high quality service to be delivered at all times to the Overberg Water's travellers.

## 15. PRICING MODEL

**Overberg Water** requires bidders to propose the transactional fee model.

### 15.1. Transaction Fees

#### Refer Annexure A3: Pricing Schedule

15.1.1. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.

- i. Off-site option (**Template 2**)

## 16. EVALUATION AND SELECTION CRITERIA

**Overberg Water** has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of <b>70</b> points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.

### 16.1. Gate 0: Pre-qualification Criteria

Without limiting the generality of Overberg Water's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

**Table 1: Documents that must be submitted for Pre-qualification**

<b>Document that must be submitted</b>	<b>Non-submission may result in disqualification?</b>	
<b>Bidder must have a stipulated BBEE Level 1.2 ,QSE or EME</b>	<b>YES</b>	BBEE Level One,Two, QSE or EME must be attached.
<b>Invitation to Bid – SBD 1</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Central Supplier Database Registration Report</b>	<b>YES</b>	<ul style="list-style-type: none"> <li>i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder’s tax compliance status. (Refer Section 4.1.4)</li> <li>ii. Proof of Registration on the Central Supplier Database (Refer Section 4.1.5)</li> <li>iii. Vendor number</li> <li>iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</li> </ul>
<b>Declaration of Interest – SBD 4</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Preference Point Claim Form – SBD 6.1</b>	<b>NO</b>	Non-submission will lead to a zero (0) score on BBEE
<b>Declaration of Bidder’s Past Supply Chain Management Practices – SBD 8</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Certificate of Independent Bid Determination – SBD 9</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Registration on Central Supplier Database (CSD)</b>	<b>NO</b>	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit proof of registration.
<b>IATA Licence / Certificate</b>	<b>YES</b>	<ul style="list-style-type: none"> <li>i. Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date.</li> <li>ii. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.</li> </ul>

<b>Pricing Schedule</b>	<b>YES</b>	Submit full details of the pricing proposal

**16.2. Gate 1: Technical Evaluation Criteria = 100 points**

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to **Annexure A2** for detailed information

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

- i. Bidders will be evaluated out of 100 points on functionality and are required to achieve minimum threshold of 70 points of 100 points.
- ii. The overall combined score must be equal or above **70 points** in order to proceed to Gate 2 for Price and BBBEE evaluations.

As part of due diligence, Overberg Water will conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at Overberg Water’s sole discretion.

The Bidder’s information will be scored according to the following points system:

<b>Functionality</b>	<b>Weight</b>	<b>Minimum Threshold</b>
Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to <b>Overberg Water</b> whom we may contact for references. The letter must include: company name, contact name, address, phone number, and duration of contract, value of the travel expenditure, a brief description of the services that you provided and the level of satisfaction.	25	
<b>Directly negotiated rates</b> Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by Overberg Water are non-commissionable, where commissions are earned for Overberg Water bookings, all these	25	



commissions should be returned to Overberg Water on a quarterly basis.  Describe how these specific rates will be secured. Describe any automated tools that will be used to assist with maintenance and processing of the said negotiated rates.		
<b>After-hours and emergency services</b> The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s).  Please provide details/ Standard Operating Procedure of your after-hour support e.g. <ul style="list-style-type: none"> <li>- how it is accessed by Travellers,</li> <li>- where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc.</li> <li>- is it available 24/7/365</li> </ul> Reminders to Overberg Water to process purchase orders within 24 hours to reduce queries on invoices	<b>25</b>	
<b>ASATA (Association of South African Travel Agents) Membership. Provide proof of such membership.</b>	<b>25</b>	
<b>Total Points</b>	<b>100</b>	

16.3. **Gate 2: Price and BBBEE Evaluation (80+20) = 100 points**

Only Bidders that have met the 80-point threshold in Gate 1 will be evaluated in Gate 2 for price and BBBEE. Price and BBBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2017, responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

*i. Stage 1 – Price Evaluation (80 Points)*

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

The following formula will be used to calculate the points for price:

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

**ii. Stage 2 – BBEE Evaluation (20 Points)**

**a. BBEE Points allocation**

A maximum of 80 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate
- 

**b. Joint Ventures, Consortiums and Trusts**

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

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 bid.

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

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

*iii.*           **Stage 3 (80 + 20 = 100 points)**

The Price and BBEE points will be consolidated.

**17. GENERAL CONDITIONS OF CONTRACT**

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Overberg Water is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to Overberg Water together with its bid, duly signed by an authorised representative of the bidder.

**18. CONTRACT PRICE ADJUSTMENT**

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
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**19. SERVICE LEVEL AGREEMENT**

19.1. Upon award Overberg Water and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Overberg Water, more or less in the format of the draft Service Level Indicators included in this tender pack.

19.2. Overberg Water reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

- 19.3. Bidder(s) are requested to:
- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
  - b. Explain each comment and/or amendment; and
  - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 19.4. Overberg Water reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Overberg Water or pose a risk to the organisation.

## **20. SPECIAL CONDITIONS OF THIS BID**

Overberg Water reserves the right:

- 20.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 20.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 20.3. To accept part of a tender rather than the whole tender.
- 20.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 20.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 20.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 20.7. Award to multiple bidders based either on size or geographic considerations.

## **21. OVERBERG WATER REQUIRES BIDDER(S) TO DECLARE**

In the Bidder's Technical response, bidder(s) are required to declare the following:

- 21.1. Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Overberg Water;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat Overberg Water fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Overberg Water;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of Overberg Water as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from Overberg Water will not be used or disclosed unless the written consent of the client has been obtained to do so.

## **22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 22.1. Overberg Water reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of [Institution name] or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
  - b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Overberg Water's officers, directors, employees, advisors or other representatives;

- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. has in the past engaged in any matter referred to above; or
- g. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

### **23. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- 23.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Overberg Water relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 23.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Overberg Water against the bidder notwithstanding the conclusion of the Service Level Agreement between Overberg Water and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

### **24. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Overberg Water, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

### **25. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

### **26. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. Overberg Water shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

## **27. TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. Overberg Water reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to Overberg Water, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Overberg Water further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

## **28. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Overberg Water reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

## **29. GOVERNING LAW**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

## **30. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that Overberg Water allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Overberg Water will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## **31. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be

disclosed by any bidder or other person not officially involved with Overberg Water's examination and evaluation of a Tender.

### **32. OVERBERG WATER'S PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any Overberg Water proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

### **33. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid (RFP 440-2018/19 the Overberg Water] may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

### **BIDDER DECLARATION (Section 22)**

The bidder hereby declare the following:

We confirm that \_\_\_\_\_ (Bidder's Name) will: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Overberg Water;
- b. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat Overberg Water fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Overberg Water;
- f. Avoid fraudulent and misleading advertising, canvassing and marketing;
- g. Conduct business activities with transparency and consistently uphold the interests and needs of Overberg Water as a client before any other consideration; and
- h. Ensure that any information acquired by the bidder(s) from Overberg Water will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name of Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_



FOR AND ON BEHALF OF: \_\_\_\_\_ (Bidding Company's Name)

**RETURNABLE SCHEDULE 1: INVITATION TO BID AND THE TERMS AND CONDITIONS OF BIDDING (SBD 1)**

SBD1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERBERG WATER</b>					
BID NUMBER:	OW-440/2018/19	CLOSING DATE:	08 October 2018	CLOSING TIME:	12H00
DESCRIPTION	Provision of Travel Management Services to Overberg Water for a period of 36 Months				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS BE DEPOSITED IN THE BID BOX SITUATED AT					
Overberg Water Board's Corporate Office					
Trident Park 3, Ground Floor,					
1 Niblick Way, Somerset West					
Cape Town.					
<b>SUPPLIER INFORMATION</b>					
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]			Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT
			<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:	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [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		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

SBD1

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> 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

### **RETURNABLE SCHEDULE 3: DECLARATION OF INTEREST (SBD 4)**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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<sup>2</sup>): .....
  - 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.

<sup>1</sup>"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.

<sup>2</sup>"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.**

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Reference Number</b>	<b>Tax</b>	<b>State Number</b>	<b>Employee / Persal Number</b>


**4 DECLARATION**

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

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

**RETURNABLE SCHEDULE 4: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)**

**SBD 6.1**

**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 **not exceed** R50 000 000 (all applicable taxes included) and therefore the ...80/20..... preference point system shall be applicable;

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
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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;





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:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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		
<b>OR</b>		
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 .....
.....
.....

**RETURNABLE SCHEDULE 5: DECLARATION OF SUPPLIER'S  
PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)**

- 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**SB**

**CE**

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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	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:		

**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**

## **RETURNABLE SCHEDULE 6: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

**SBD 9**

**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

**SBD 9**

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 consortium<sup>3</sup> 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.

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

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

## **PART B: QUOTATION CONDITIONS**

**ALL QUOTATION CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH THE QUOTATION MAYBE REJECTED OR DECLARED NON-RESPONSIVE.**

1. No quotation will be considered unless submitted on the official Contract Form together with all Returnable Schedules duly completed and signed.
2. Quotations can be deposited in the tender box on or before the stipulated closing date and before the closing time at the Overberg Water Board's Corporate Office, situated at Ground, Trident Park 3, 1 Niblick Street, Somerset West, 7137, Cape Town.
3. Overberg Water reserves the right to accept the whole quotation or part thereof, or any item or part of any item, or to accept more than one quotation (in the event of a number of items being offered).
4. Overberg Water reserves the right to accept a quotation which is not substantially or materially different from the Specification.
5. Overberg Water is not obliged to accept the lowest or any quotation.
6. Overberg Water shall not consider quotations which are received after the closing date and time for such quotations.
7. Overberg Water will not be held responsible for any expenses incurred by suppliers in preparing and submitting quotations.
8. Overberg Water may, after the closing date, request additional information or clarification from suppliers, in writing.  
  
All enquiries regarding this bid must be in writing only, and must be directed to Precious Motlhaga – Supply Chain Management Unit, e-mail address :[scm@overbergwater.co.za](mailto:scm@overbergwater.co.za).
9. Any quotation submitted shall remain valid, irrevocable and open for acceptance by Overberg Water for a period of one (1) month from the closing date.
10. A supplier may request in writing, and after the closing date, that his or her quotation be withdrawn, which withdrawal will be permitted or refused at the sole discretion of Overberg Water after consideration of the reasons for the withdrawal, which shall be set out by the supplier in such a written request for withdrawal.
11. All suppliers submitting quotations must be registered on National Treasury Central Supplier Database (CSD) as Overberg Water will not award any bid for price quotation to a bidder(s) not registered on the CSD. For more information of the Central Supplier Database please contact the helpdesk at 012 – 4069222 or email [csd@treasury.gov.za](mailto:csd@treasury.gov.za)

12. If the supplier is an employer as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 (COIDA), the supplier shall submit either a Letter of Good Standing issued by the Compensation Commissioner in terms of the COIDA, confirming that the supplier is registered as an employer in terms of the COIDA; or confirmation of cover with a licenced compensation insurer for the full extent of the supplier's potential liability as contemplated in terms of Section 84 of the COIDA.
13. No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed of or to be disposed of may directly or indirectly influence or interfere with the work of any Overberg Water officials involved in the procurement process in order, *inter alia*, to:
- influence the process and/or outcome of a bid;
  - incite breach of confidentiality and/or the offering of bribes;
  - cause over-or under-invoicing;
  - influence the choice of procurement method or technical standards;
  - influence any Overberg Water Official in any way which may secure an unfair advantage during or at any stage of the procurement process.
14. Abuse of the supply chain management system is not permitted and may result in the quotation being rejected, cancellation of the contract, 'blacklisting', and/or any such remedies as set out in Overberg Water's SCM Policy.
15. Suppliers are required to complete all declarations in the Returnable Schedules attached hereto, failing which the quotation may be declared non-responsive.
16. An 80/20 price/preference points system will be applied to the evaluation of responsive quotations, whereby the order(s) will be placed with the supplier(s) scoring the highest total number of adjudication points.

16.1 Price shall be scored as follows:

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

Where: Ps is the number of points scored for price;  
Pt is the comparative price of the quotation under consideration;  
Pmin is the comparative price of the lowest responsive quotation.

16.2 Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of B-BBEE contribution in terms of Returnable Schedule 3: Preferencing Schedule.

The terms and conditions of Schedule 3 shall apply in all respects to the quotation evaluation process and to any subsequent contract.

A maximum of 20 quotation evaluation points will be awarded for preference to suppliers with responsive quotations who are eligible for such preference, in accordance with the criteria listed below.

**Exempted Micro Enterprise or B-BBEE Status Level of Contributor**

The Tenderer shall indicate on Schedule 3 his or her company/firm/entity's B-BBEE status level of contributor, in accordance with one of the following:

- Exempted Micro Enterprise (>50% black-owned)
- Exempted Micro Enterprise (≤50% black-owned)
- Verified B-BBEE status level of contributor in terms of the Construction Sector Charter on Black Economic Empowerment (Board Notice 111 of 2007 published in Government Gazette No. 29616 of 9 February 2007)
- Non-compliant contributor<sup>1</sup>

Up to 20 tender evaluation points (N<sub>P</sub>) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4

8	2
Non-compliant contributor	0

A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor, or who is not verified in terms of the Construction Sector Charter.

## PART C: GENERAL & SPECIAL CONDITIONS OF CONTRACT

THESE SPECIAL CONDITIONS OF CONTRACT (SCC) SUPPLEMENT AND MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) (download at <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions>) WHICH SHALL CONSTITUTE THE AGREEMENT BETWEEN OVERBERG WATER AND THE SUPPLIER.

**1. Acceptance/Contract Commencement and purchase orders**

The supplier's offer will be accepted by Overberg Water when a purchase order and/or letter of appointment is issued to the supplier. The date of issue of the purchase order and/or letter of appointment shall be the commencement date of the contract. The supplier undertakes work and incurs expenses prior to the issuing of a purchase order and/or letter of appointment entirely at its own risk. Overberg Water shall only incur liability for payment in terms of this contract if a valid purchase order and/or letter of appointment has been issued to the supplier.

**2. Standards**

Failure to comply with the Specification and standards as set out in the quotation document shall constitute a material breach, and Overberg Water reserves the right to cancel the contract in terms of Clause 23 of the GCC.

**3. Payment– Clause 16 of the GCC**

3.1 A monthly payment cycle will be the norm. All invoices received for goods and services dated on or before the 20th of a particular month will typically be paid between the 23rd and the 26th of the ensuing month.

3.2 More frequent payment to suppliers is not a right. Requests for such payments will be considered at the sole discretion of Overberg Water.

3.3 In order to give effect to a more frequent payment cycle (if approved), an additional mid-month payment run will be effected as necessary. The additional payment run dates will be between the 10th and the 13th of the month.

3.4 The actual payment run dates will be dependent on the number of days of the month and the influence of public holidays. Suppliers on a 14-day cycle who submit invoices by the 25th of a particular month will be paid between the 10th and the 13th of the next month.

**4. Applicable Law – Clause 30 of GCC**

4.1 The supplier must comply with the Basic Conditions of Employment Act, Act 75 of 1997 and Amendments including all laws relating to wages and conditions governing the employment of labour and Bargaining Council agreements.

**5. Insurance – Clause 11 of GCC**

5.1 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following insurances:

a) Any goods supplied to Overberg Water by the supplier in terms of this Agreement shall be fully and adequately insured by the supplier against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

5.2 The supplier shall be obliged to furnish Overberg Water with proof of such insurance.