

REQUEST FOR QUOTATION

SUPPLY CHAIN MANAGEMENT

Authorised: CEO

Version: 1

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Re-Advert: Those who applied previously should re-apply.

QUOTATION NUMBER: OW-483/2018/19

DESCRIPTION: PROVISION OF IT SUPPORT SERVICES AT OVERBERG WATER FOR A PERIOD OF 12 MONTHS.

CLOSING DATE: 05 December 2018

CLOSING TIME: 12:00

QUOTATION BOX NUMBER: 001

IMPORTANT NOTES TO SUPPLIERS

COMPULSORY BRIEFING SESSION:

Date : 30 November 2018

Time: 11:00

**VENUE : BOARD'S CORPORATE OFFICE, SITUATED AT GROUND FLOOR, TRIDENT PARK 3
1 NIBLICK STREET, SOMERSET WEST, 7137**

- 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 20 of this RFQ 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**

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.

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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

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

SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERBERG WATER					
BID NUMBER:	OW-483/2018/19	CLOSING DATE:	5 DECEMBER 2018	CLOSING TIME:	12H00
DESCRIPTION PROVISION OF IT SUPPORT SERVICES AT OVERBERG WATER FOR A PERIOD OF 12 MONTHS					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

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.

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 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)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p> <p>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.</p> <p>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.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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

PREPARATION OF SUBMISSIONS

All the returnable documents listed below must be properly completed and signed before they are submitted.

RETURNABLE ANNEXURES

(All ANNEXURES must be completed and returned by the supplier when submitting the bid.)

SBD 1: INVITATION TO BID AND THE TERMS AND CONDITIONS OF BIDDING (ANNEXTURE 1)
PRICING SCHEDULE (ANNEXURE 2)
SBD 4: DECLARATION OF INTEREST (ANNEXURE 3)
SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT (ANNEXTURE 4)
SBD 8: DECLARATION OF SUPPLIER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (ANNEXURE 5)
SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION (ANNEXURE 6)

The information contained in the Table below is mandatory and will be used in assessing the responsiveness of bidders. Failure to submit and complete all mandatory information will result in submissions being deemed null and void and shall be considered “non – responsive” and therefore not considered.

2 ADMINISTRATIVE COMPLIANCE

MANDATORY REQUIREMENTS

DESCRIPTION	MINIMUM PROOF REQUIRED	TICK SUPPLIED
1. Tax Compliance Status	CSD Tax Compliance Proof of CSD registration number	
2. Completed and signed Compulsory Declaration of Interest Form (SBD1, SBD 4, SBD 8, SBD 9, SBD3.2, SBD 6.1)	ANNEXURE 1-6 to be completed, signed and submitted	
3. Company registration certificate CIPRO / CIPC	Company registration documents / certificate from CIPRO / CIPC	
4. B-BBEE contribution level certificate	Submitted BBBEE Verification Certificate from SANAS	
5. Company profile		
6. Attendance of the briefing session		
7. This is the quotation threshold, the bidders that will exceed R500 000 threshold over a period of 12 Months will be eliminated		

The bidders must comply with above mandatory administrative requirements. Failure to comply with administrative requirements will lead to disqualification for further evaluation.

Bidders who will not attend briefing session will be automatically be eliminated

Bidders that will exceed R500 000 threshold over a period of 12 Months will be eliminated

3 FUNCTIONALITY

NB: Service Providers who will meet the minimum of 65 out 100 on functionality score (paper based evaluation) may be invited for presentation at the discretion of the entity.

This is the mandatory requirements , the service provider who failed to comply with the Mandatory requirements will be disqualified.

Functionality evaluation will be based on the following criteria:The Service provider must comply with the requirements. Please tick (x) Comply or Not Comply

NO	CRITERIA	Weight	
1	<p>Company Experience</p> <p>The Service Provider must have a minimum of three years' experience in providing IT Support for the client in Public Sector or Water Sector. The Experience should include but not limited to; Desktop support, Server Maintenance, updates of software's & hardware's. Microsoft package support and Network & LAN Support.</p> <p>Substantial Evidence:</p> <p>Two (2) contactable reference where similar project was provided.</p>	30	
2	<p>Team Capabilities</p> <p>Provide a summary of the resume for the key IT personnel indicating IT Experience and Qualification may be provided. Minimum of 5 years' experience of key personnel in IT Support is required. Experience should include hardware and software support. Knowledge of Microsoft Software is necessary and knowledge of Promun and VIP system is required.</p>	30	
3	<p>Methodology</p> <p>The Service Provider must provide a methodology to ensure prompt response to the IT calls lodged and resolved within 2 hours. A support approach must be detailed (i.e on site and off-site).</p> <p>Detailed project Plan (Including proposed timelines) must be included.</p>	20	
4	<p>Skills transfers plan</p> <p>The detailed skills transfer plan should be included. Indicating training to be provided. Types of skills to provided must also be detailed. The training can be on job or class room based.</p>	20	

APPLICABLE SCORING: (1: Poor) (2: Fair) (3: Average) (4: Good) (5: Excellent)

The service Provider who fail to meet 70 out of 100 will automatically be disqualified.

TERMS OF REFERENCES

Overberg Water require the suitable service provider to provide the IT support services for a period of 12 Months. The Service provider is expected to provide the following services on adhoc basis for a period of 12 Months.

Service	Description of service
<p>1. Monthly services (subject to a fixed monthly fee)</p>	<ul style="list-style-type: none"> a) Maintenance of Hardware and Software both onsite and via remote support b) Monthly visit to Somerset West Office c) Biannual visits to Heidelberg, Heidelberg plant, Ruênsveld-Oos plant, Caledon Office, Caledon Store, Ruênsveld Wes plant d) Maintenance of User access to server and data e) Monthly maintenance of Remote Access to server f) Computer User support g) Monthly maintenance of Server Backup h) Supply and monthly maintenance of Antivirus solution i) Supplier and setup of Wireless Access hardware j) Assist with installation and technical support of Promun software k) Assist with installation and technical support of VIP software l) Internet Data for all ADSL connections/ Fibre where available m) Domain hosting – Overbergwater.co.za n) Email Support, create and maintenance o) Cloud Backup solution p) Biannual service of all PC's, Laptops and Server – 23 Units, Service includes: <ul style="list-style-type: none"> I. Physical condition of hardware II. Software service and check for latest windows security update III. Antivirus software IV. Hard drive space and RAM V. UPS condition q) Support Contract Corporate Business – Between 20 and 30 PC's <ul style="list-style-type: none"> I. Includes 10 Normal service hours per month. II. Allows for 2 Critical after Hours/Remote Service. III. Monthly maintenance of Local Backup and Anti-virus. IV. Offsite Backup Service monitoring V. Telephone Support VI. Online Support <p>2. Replacement items for biannual services:</p> <ul style="list-style-type: none"> a) 850 VA UPS b) 12V,7 AH Battery for UPS c) 300Watt PSU d) USB Keyboard and Mouse e) Wireless Keyboard and Mouse f) LCD Monitor

2. Services rendered at a standard rate	3.1 Consultation and Support per Technical Consultant a) Normal Hours b) After Hours c) Remote/Telephonic Support d) Standard Callout within a 20km radius (includes 30 minutes – after first 30 minutes normal hours apply) e) Support and setup of email. f) Transfer of user data to workstation as well as recovery from old hard drive
3.2 Support and setup of email.	a) Transfer of user data to workstation as well as recovery from old hard drive
3.3 Operating System Reinstall	a) Hard Drive Format and reinstall (with Backup) b) Hard Drive Format and reinstall (no backup) (includes drivers and updates) c) Third Party application installs (e.g. Antivirus or Office etc.) (includes registration and updates) d) Specialized Software (IQ, Pastel, Business Specific- not off the shelf) Normal per Hour Rates e) Backup Only (up to 1TB) f) Data recovery – In house (up to 1 TB) g) Data recovery – flash drive memory stick h) Quote Rejection Fee (Diagnostics without repair, spend no more than 30 minutes) i) PC, basic printers no download of drivers, test mixer etc. j) Quote Rejection Fee (Diagnostics without repair, spend more than 30 minutes) k) Laptop disassemble, 3 in 1 Printers, download drivers for printers etc. l) Damage report – fixed cost
3.4 Call out fees	a) During office hours b) After hours
3.5 Warranty Repairs	a) Hardware covered. b) Standard Call Out fees apply. c) Uninstall or reinstall equipment onsite will be as per standard rates.
3.6 Network Cabling:	a) Standard call out fees apply. b) Per point fee c) Cables charged per meter as well as connectors, boots, etc.

4. Additional Hardware and Software costs

4.1 Software

- a) Office 365 Business, 21 Users
- b) MS Projects and Visio
- c) Microsoft project
- d) Antivirus per Annum
- e) Anti-Malware per Annum

4.2 Hardware

4.2.1) Option between either Local Server (once of cost)

a) Rack Mount, Gen10 Intel Xeon-G 5118 12-Core (2.30GHz 16.5MB), 32GB RAM, 4 x 1.2 TB SAS Hot Plug 2.5in, Smart Array P408i-a, 2 x 800W, 3yr Next Business Day Warranty

b) Includes:

- Installation of server and setup/configure of MS server software
- Setup of workstations for network access

Or:

4.2.2) Hosted Server Option at a monthly fee

- a) MS Windows Server 2008 (Monthly)
- b) 5 Terminal Server (Remote Desktop) Licenses
- c) 15 Additional Licences
- d) 1TB Web traffic
- e) 500 GB Hard drive space
- f) 4 Ghz CPU
- g) 8 GB RAM
- h) 2 x Public Ip's
- i) Redundant Hardware
- j) Initial setup fee (once off)

Or:

4.2.3) Setup of Cloud Hosted Server

Include:

- a) Installation and setup of necessary software, etc.
- b) Configure of Users and Hardware drivers, setup of Remote Backup procedure.
- c) Setup of workstations for access.

RETURNABLE SCHEDULE 2 – PRICE SCHEDULE

BIDDER: _____

Pricing Instructions:

Please note that your Total Price Quotation must not exceed R500 000.

NB: The Price Evaluation will be based on total average rates charged plus Monthly Fixed Fee.

Service	Description of service	Rate/Price
<p>1. Monthly services (subject to a fixed monthly fee)</p>	<p>a) Maintenance of Hardware and Software both onsite and via remote support b) Monthly visit to Somerset West Office c) Biannual visits to Heidelberg, Heidelberg plant, Ruênsveld-Oos plant, Caledon Office, Caledon Store, Ruênsveld Wes plant d) Maintenance of User access to server and data e) Monthly maintenance of Remote Access to server f) Computer User support g) Monthly maintenance of Server Backup h) Supply and monthly maintenance of Antivirus solution i) Supplier and setup of Wireless Access hardware j) Assist with installation and technical support of Promun software k) Assist with installation and technical support of VIP software l) Internet Data for all ADSL connections/ Fibre where available m) Domain hosting – Overbergwater.co.za n) Email Support, create and maintenance o) Cloud Backup solution p) Biannual service of all PC's, Laptops and Server – 23 Units, Service includes: I. Physical condition of hardware II. Software service and check for latest windows security update III. Antivirus software IV. Hard drive space and RAM V. UPS condition q) Support Contract Corporate Business – Between 20 and 30 PC's</p>	<p>Monthly fee</p>
<p>2. Additional Hardware costs</p>	<p>I. Includes 10 Normal service hours per month. II. Allows for 2 Critical after Hours/Remote Service.</p>	

	<p>III. Monthly maintenance of Local Backup and Anti-virus. IV. Offsite Backup Service monitoring V. Telephone Support VI. Online Support</p> <p>2. Replacement items for biannual services: a) 850 VA UPS b) 12V,7 AH Battery for UPS c) 300Watt PSU d) USB Keyboard and Mouse e) Wireless Keyboard and Mouse f) LCD Monitor</p>	
	<p>2. Hardware Option between either 2.2.1) Local Server (once of cost) a) Rack Mount, Gen10 Intel Xeon-G 5118 12-Core (2.30GHz 16.5MB), 32GB RAM, 4 x 1.2 TB SAS Hot Plug 2.5in, Smart Array P408i-a, 2 x 800W, 3yr Next Business Day Warranty b) Includes: <ul style="list-style-type: none"> • Installation of server and setup/configure of MS server software • Setup of workstations for network access Or: 2.2.2) Hosted Server Option at a monthly fee a) MS Windows Server 2008 (Monthly) b) 5 Terminal Server (Remote Desktop) Licenses c) 15 Additional Licences d) 1TB Web traffic e) 500 GB Hard drive space f) 4 Ghz CPU g) 8 GB RAM h) 2 x Public Ip's i) Redundant Hardware j) Initial setup fee (once off) Or: 2.2.3) Setup of Cloud Hosted Server Include: a) Installation and setup of necessary software, etc. b) Configure of Users and Hardware drivers, setup of Remote Backup procedure. c) Setup of workstations for access.</p>	<p>Monthly costs/once off costs</p>

3. Additional Software costs	3. Software a) Office 365 Business, 21 Users b) MS Projects and Visio c) Microsoft project d) Antivirus per Annum e) Anti-Malware per Annum	ANNUAL FEE
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Service	Description of service	Rate/Price
4. Services rendered at a standard rate	Consultation and Support per Technical Consultant a) Normal Hours b) After Hours c) Remote/Telephonic Support d) Standard Callout within a 20km radius (includes 30 minutes – after first 30 minutes normal hours apply) e) Support and setup of email. f) Transfer of user data to workstation as well as recovery from old hard drive	RATE
5. Support and setup of email.	Transfer of user data to workstation as well as recovery from old hard drive	RATE
6. Operating System Reinstall	a) Hard Drive Format and reinstall (with Backup) b) Hard Drive Format and reinstall (no backup) (includes drivers and updates) c) Third Party application installs (e.g. Antivirus or Office etc.) (includes registration and updates) d) Specialized Software (IQ, Pastel, Business Specific- not off the shelf) Normal per Hour Rates e) Backup Only (up to 1TB) f) Data recovery – In house (up to 1 TB) g) Data recovery – flash drive memory stick h) Quote Rejection Fee (Diagnostics without repair, spend no more than 30 minutes) i) PC, basic printers no download of drivers, test mixer etc. j) Quote Rejection Fee (Diagnostics without repair, spend more than 30 minutes) k) Laptop disassemble, 3 in 1 Printers, download drivers for printers etc. l) Damage report – fixed cost	RATE

7. Call out fees	a) During office hours b) After hours	RATE
8. Warranty Repairs	a) Hardware covered. b) Standard Call Out fees apply. c) Uninstall or reinstall equipment onsite will be as per standard rates.	RATE
9. Network Cabling:	a) Standard call out fees apply. b) Per point fee c) Cables charged per meter as well as connectors, boots, etc.	RATE
Bidders are requested to submit a separate pricing schedule for the rates Price evaluation on the rates will be based on the total average rates Consolidated price evaluation will be based on total average rate plus the monthly/once off fee		

By signing the Price Schedule, a bidder warrants that:

- 2.1.1 the relevant quotation is correct;
- 2.1.2 the rates(s) and prices(s) quoted cover all the work/item(s) specified in the quotation document;
- 2.1.3 the rate(s) and price(s) cover all the supplier's obligations under a resulting contract, including all disbursements;
- 2.1.4 any mistakes and/or omissions regarding rate(s) and price(s) or errors in calculation shall be at the supplier's risk.

2.2 Bidders must show VAT payable separately on the Price Schedule.

SIGNED at _____ (place) on the _____ day of _____ (month), 20_____.

Signature

Date

Print name: _____
On behalf of the Supplier (duly authorised)

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

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, shareholder²):

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 **YES / NO**

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?

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 Reference Number	Tax	State Employee Number / Persal Number

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.

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

Where

P_s = Points scored for price of bid under consideration

P_t = 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 last 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
.....
.....

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? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

	4.2.1	If so, furnish particulars:		
SB	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"/>
	D			
	4.3.1	If so, furnish particulars:		
CE	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"/>
	R			
I	4.4.1	If so, furnish particulars:		
	F			
I				

CATION

**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 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.

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 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

1. SCOPE AND DELIVERABLES

Scope of Work

3.1 Overberg water require the services of professional services provider to provide an IT support for all IT related matters for a period of 12 Months..

3.2 The IT support services required have been categorised into as reflected below :

Categories
1. Setup PC's hardware
2. Update PROMUN accounting system (ERP)
3. install Microsoft office on new PC's.
4. Setup PC's on network printers
5. Move and Install network switches and Access Point
6.Maintenance of Cabinet for hardware, network and internet connectivity
7..Install and move Network cabling where necessary
8.Setup of network printers on new network
9.Test of all equipment, software function, email and scanning
10.Remote access of PC's for maintenance.
12.Setup of local workstations and printers on Server at Somerset Office
13. Desktop remote user for Caledon
14.Setup of remote access for Somerset West
15. Service and repair UPS
16.Maintenance of Cabinet for hardware, network and internet connectivity
Total Amount
VAT 15%
Total Amount

7 TERMS AND GENERAL CONDITIONS

- (a) All submissions must be received by the OVERBERG WATER no later than **12H00 AM, FRIDAY , 16 NOVEMBER 2018**. Respondents must submit their proposals before the closing date and time. No late submissions will be considered;

- (b) All submissions and subsequent information received will become the property of the Overberg Water and will not be returned;
- (c) Failure to complete all supplementary information will result in submissions being deemed null and void and shall be considered "non-responsive" and therefore not considered;
- (d) Telegraphic, telexed, faxed or e-mailed submissions will not be accepted;
- (e) All proposals must be addressed or hand delivered to the following:
Overberg Water Board
Ground Floor, Trident Park 3
1 Niblick Street
Somerset West
7137
- (f) The contact person reflected above shall be the only point of contact for this contract. Failure to observe this requirement might lead to immediate disqualification of the respondent;
- (g) The Overberg Water reserves the right not to accept any submission.
- (h) Bidders must comply with Regulation 13(c) of the Public Service Regulations, 2016 which states that "*an employee in the public service shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in ANNEXURE 2 and 3 of the PFMA*".
- (i) Submission of a Request for Quotation and its subsequent receipt by the Overberg Water does not represent a commitment on the part of the Overberg Water to proceed further with any Respondent or any project;
- (j) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;

8 DISQUALIFICATION

- (a) Respondents are not to communicate in any manner or form whatsoever with members of Overberg Water personnel about the RFP until the preferred Service Provider has been selected and the procurement process completed;
- (b) Bidders who fail to make tax arrangements or their tax matters not in order and no registered on CSD.
- (c) Bidders who failed to submit completed information.
- (d) Bidders who are not responsive to the requirements
- (e) Misrepresentation of information presented to the Overberg Water, be it on capability statement or empowerment credentials will also lead to disqualification of the respondent.

9 EVALUATION

The Evaluation will be based on administrative compliance, technical evaluation. The price and BBBEE evaluation will be based on the 80/20 principle and the criteria as determined by Overberg Water :

10 DURATION AND OTHER INFORMATION

The appointed service provider will be required to start immediately after signing the contract and provide the services for a period of 12 Months.

All proposals must be addressed or hand delivered to the following:

Overberg Water Board
Ground Floor, Trident Park 3

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 Floor, 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
Thapelo Motlhaga – Supply Chain Management Unit, e-mail address :tmotlhaga@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
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:

- a) influence the process and/or outcome of a bid;

- b) incite breach of confidentiality and/or the offering of bribes;
- c) cause over-or under-invoicing;
- d) influence the choice of procurement method or technical standards;
- e) 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:

$$Ps = 80 \times \left(1 - \frac{(Pt - Pmin)}{Pmin} \right)$$

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 contributor¹

Up to **20** tender evaluation points (N_P) 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.