

# REQUEST FOR QUOTATION

## SUPPLY CHAIN MANAGEMENT



Authorised: CEO

Version: 1

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**QUOTATION NUMBER: OW-109/2019/20**

**DESCRIPTION: PROVISION OF EMPLOYEE WELLNESS PROGRAMME FOR OVERBERG WATER FOR THE PERIOD OF 24 MONTHS**

**CLOSING DATE: 06 December 2019**

**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 24 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](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	SBD 3.2 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. ADMINISTRATIVE REQUIREMENTS**

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.

DESCRIPTION	MINIMUM PROOF REQUIRED	TICK SUPPLIED	
		YES	NO
Tax Compliance Status	CSD Tax Compliance Proof of CSD registration number		
Completed and signed Compulsory Declaration of Interest Form SBD1	ANNEXURE 1-6 to be completed, signed and submitted		
SBD3.2			
SBD 4			
SBD 6.1			
SBD 8			
SBD 9			
Company registration certificate CIPRO / CIPC	Company registration documents / certificate from CIPRO / CIPC		
Certified copy of B-BBEE contribution level certificate	Submitted BBEE Verification Certificate from SANAS		
Company profile			

## 2 FUNCTIONALITY

A bidder that scores less than **60** points out of **100** in respect of **functionality** will be regarded as submitting a non-responsive proposal and will be disqualified. Service Providers who will meet the minimum functionality score (paper based evaluation) may be invited for presentation at the discretion of the entity.

### Point Allocation

NO	CRITERIA	SCORE	WEIGHT
1	Orientation and training for all personnel and Psycho-social counselling; Access to 24-hour Service Centre and integrated Web; Online Wellness Programme		20
2	Lifestyle, medical and preventative health counselling; Financial and Legal wellbeing consultations; Management consultation, coaching and referral; Management assistance in dealing with troubled Employees.		20
3	Assessment of the relevance of the current EAP policy; Face to Face Counseling and Trauma Counseling where and when required; Quarterly & Ad hoc reporting and suggestions for targeted interventions; Management/supervisory training and orientation.		20
4	Face to Face Counseling and Trauma Counseling where and when required; Life Skills / Psychosocial training sessions x 24; Organizing and management of wellness days by planning and participation in 3 major health day events for the relief duty areas and 4 minor health day events in the none relief duty areas; Participation in World Health Day calendar events such as World Aids Day, etc.		15
5	5 years' experience with National footprint 3 References with similar clients References will be contacted to complete a score card. Performance Guarantees offered		

	Ensuring of confidentiality Communication and marketing i.e. poster, email etc.		25
	Price		80
	BBBEE		20
	TOTAL		100

**Functionality evaluation will be based on the following criteria:**

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

### **3 SCOPE AND DELIVERABLES**

- The service provider is required to provide the Employee Wellness/ Assistance Program for Overberg Water Board
- The service is required for 68-/+ employees for a period of 24 months

The service provider is expected to provide the employee wellness/Assistance programme for the Overberg Water Board employees who are based in the following business areas:

- Somerset-West
- Caledon -Scheme
- Swellendam- Scheme
- Heidelberg- scheme

### **4 TERMS AND GENERAL CONDITIONS**

- (a) All submissions must be received by the OVERBERG WATER no later than **12H00 ,06 DECEMBER 2019**
- (b) Respondents must submit their proposals before the closing date and time. No late submissions will be considered;
- (c) All submissions and subsequent information received will become the property of the Overberg Water and will not be returned;
- (d) 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;
- (e) All proposals must be addressed or hand delivered to the following:  
Marked “**BID NUMBER: “OW-109/2019/20”**”  
Overberg Water Board  
First Floor, Trident Park 2  
1 Niblick Street  
Somerset West  
7137
- (f) 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”.*

- (g) 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;
- (h) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;

## **5 EVALUATION**

The evaluation and award will be based on the Supply Chain Management Policy of Overberg Water. The assessment will be based on the 80/20 principle and the criteria as determined by Overberg Water. It is expected then all interested professional service providers will cover the following (amongst others):

Refer to Functionality

## **6 CORE COMPETENCE**

Refer to Functionality

# 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-109/2019/20	CLOSING DATE:	06 DECEMBER 2019	CLOSING TIME:	12H00
DESCRIPTION	PROVISION OF EMPLOYEE WELLNESS PROGRAMME FOR OVERBERG WATER FOR THE PERIOD OF 24 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]	<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)	
<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			



## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<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>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<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>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></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.

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

## RETURNABLE SCHEDULE 2 – PRICE SCHEDULE

BIDDER: \_\_\_\_\_

The preferred service provider to provide Overberg Water rates to fulfill the scope of works listed as on page 21. All rates must be exclusive of VAT.

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (where applicable)	PRICE (R)
1	Appointment of a service provider to provide the employee wellness /Assistance programme for Overberg Water for a period of 24 Months		68 Employees		
TOTAL PRICE (All inclusive)				R	

### Pricing Instructions:

2.1 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: \_\_\_\_\_

**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.**

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

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

	POINTS
--	--------

<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<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;

## **3. POINTS AWARDED FOR PRICE**

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

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

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

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

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:

<b>Designated Group: An EME or QSE which is at least 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"/>
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)?  <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></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

SB	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"/>
CE	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:		

**A**

**TION**

**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 A – SPECIFICATIONS**

### **1. PURPOSE**

- 1.1. To pursue an appointment of a service provider to render an innovative and tailored Employee Assistance/Wellness Programme (EAP) which will cover the employee's physical body, financial, social, mental and emotional state and ability to perform at the peak of their capabilities.

### **2. SCOPE OF WORK**

- 2.1. In line with the organisational objective of strengthening the Overberg Water Board capacity to provide a professional suite of services for its customers, the main objective of the programme is to increase employee engagement on wellness issues and promote the overall well-being of employees.
- 2.2. The Overberg Water Board currently have four (4) business areas in Western Cape namely; Corporate Head Office in Somerset West area; Ruensveld-West in Caledon area; Ruensveld East in Swellendam area and Duivenhoks in Heidelberg area consisting of sixty-eight (68) employees (permanent and contracts) including graduates total. Therefore, in line with this aforementioned statement the scope of work will include the following services:

#### **2.2.1. CONSULTATION**

- To work with key role players within the OWB to design and implement all strategies and actions relating to an effective EAP;
- To play an active role in managing the EAP, advising on proactive health strategies and continuously evaluating the effectiveness and relevance of the EAP and making recommendations for enhancement and integration of the health support needs and services of the OWB;
- To plan to meet with the OWB coordinator monthly to discuss the various aspects of the programme, delivery and feedback. To become a member of the various wellness committees the OWB may have so as to play an important role in integrating the EWP into the strategic wellness plan of the OWB;



- To be available to the OWB during working hours via telephone and email;
- The service provider must have a 24-hour SMS call back system.

### **2.1.2. POLICY AND PROCEDURE DEVELOPMENT**

- In partnership with the OWB, develop a policy and procedure in which the purpose and scope of the EAP would be outlined, along with procedures for accessing the service (either on a self-referral, management-referral or formal referral basis) and the confidentiality practices to be applied within the service.

### **2.1.3. COMMUNICATION AND PROMOTIONAL ACTIVITIES**

- To ensure that all staff members are informed about the benefits of the EAP as well as the channels for accessing the service.
- To develop communication and promotional campaigns which will ensure that:
  - a) The EAP is properly positioned within OWB business areas,
  - b) The understanding and use of the EAP is encouraged amongst the employee population,
  - c) Self-referral and early intervention are encouraged,
  - d) Managers understand how they can use the EAP as a tool for managing an employee whose work performance is impaired due to health and wellbeing problems.
  - e) Employees are reached in the most effective manner, i.e. in both electronic and printed format; and
  - f) The Service Provider acts as a communication partner to OWB by participating in existing internal communication and events, either by providing content or as an active participant.
- The Service Provider will be responsible for the content development and production of channels to communicate the Employee Assistance Programme (hereinafter the “EAP”) to employees. These will include electronic channels (website, electronic newsletter, sms and email) as well as printed material consisting of wallet cards, brochures and posters.
- E-mails and electronic newsletters will be sent to the OWB for internal disseminations; sms campaigns will be disseminated by The Service Provider and printed material will be delivered to Clients internal EAP champion.

#### **2.1.4. EMPLOYEE AND MANAGER ORIENTATIONS**

- Management & Supervisory Orientation:
  - a) In addition to the more extensive training of EAP-related staff as indicated above, supervisors and managers on all levels also should also be trained in the essentials of the EAP to enable them not only to understand the components of what it offers them and their employees, but also to utilize it efficiently in the management of the wellbeing-related issues that impact negatively on the workplace, such as poor job performance, alcohol and drug abuse, fatigue, stress and other workplace-related problems. The training would be designed to maximise each participant's skill in using the EAP as a management tool as well as to ensure high levels of enthusiasm for the programme amongst supervisors and managers;
  - b) These sessions can be conducted at four different OWB business areas. Training would be recommended for new supervisors whenever there are enough for the group interaction to be effective.
- Employee Orientation:
  - a) The Service Provider must include orientation sessions in the capitation fee which will be presented to groups of employees at the beginning of the programme, during the induction of new employees and as negotiated throughout the contract term. These sessions will be designed to inform employees of the services available to them under the Employee Assistance Programme and will pro-actively encourage them to use the programme. These will be facilitated in a manner to create a positive attitude about seeking services and dispel any myths and negative perceptions about the nature of the employee's problems.

#### **2.1.5. REPORTING**

- To continuously evaluate the service and provide management information to the OWB that will support managers to optimise the impact of the EAP;
- Provide Provide quarterly Absenteeism Reports with the link identified between Chronic disease cases and absenteeism profile (Per request, to zoom into individual cases);
- To have a computer-based information tracking system in place that enables it to provide OWB with useful, timely information about their EAP. This system should enable the Service Provider to provide comprehensive and customised management

- reports which will provide a comprehensive overview of service utilisation and management information based on trends identified during the reporting period;
- To provide OWB with quarterly reports which will contain a comprehensive service overview report, inclusive of an executive summary; overview of usage; trends; range of activity details and recommendations based on key findings. Quarterly reports will be provided within thirty (30) days of close of the quarter;
  - Monthly, quarterly trend, Ad hoc reports may be requested as well as dash board reporting for various management and EXCO meetings as well as annual reports.

#### **2.1.6. CARE CONSULTING**

- All eligible employees, managers, and their immediate household are able to access support via telephone or in person near their homes or place of work, for a wide range of personal and work-related problems which includes:
  - a) Experienced and qualified psychosocial practitioners provide support, which is effective in helping people to resolve their difficulties, including:
    - b) Family, relationship or marital problems, parent-child difficulties, child behavioural or emotional problems, suicide, anger and violence;
    - c) Any individual needing assistance with gambling, alcohol or substance dependency will be assessed and if highly motivated to change he or she will be assisted with counselling;
    - d) Mental health disorders such as anxiety, depression or stress, issues relating to bereavement and loss;
    - e) Emotional and adjustment disorders;
    - f) Sexuality problems; and
    - g) HIV/Aids related concerns.
  
- Management Consulting
  - a) Management Care Centre services will be provided to the Manager on two levels, namely: Services to address the managers' needs regarding problem employees will be addressed, wherein consultation with the manager will occur to obtain background information regarding the employee's problem, and his/her own management of the situation. He/she will be further supported and his/her skills will be developed further in respect to his/her own people skills; Services to address the manager's personal needs and; Consultation to managers on problem or troubled employees will be done on a five-stage process consisting of

engagement, assessment, intervention, action planning and follow-up. The consultation may be conducted by telephone or in person, depending upon the needs and location of the manager; Support for management will include, but is not limited to employee performance, safety and conduct, incapacity management, absenteeism and resilience enhancements etc.

- Critical Incident Stress Management (CISM)
  - a) Critical incident education and preparedness can be provided to an organisation prior to an event. The fee which will be quoted will include consultation with management. Training sessions for employees and management can also be provided when requested and will also be on a fee for service basis. The corporate health consultant of the employee wellbeing programme addresses the client organisation's potential risk for a critical incident and encourages the organisation to develop a critical incident policy and a CISM plan;
  - b) Defusing is a short version of the more formal debriefing process and is usually performed on the same day as the critical incident. It is typically informal and supportive. The goal is to defuse the impact of the event in small structured group discussions for purposes of assessment, triaging, and acute symptom mitigation;
  - c) Critical Incident Stress Debriefings is a formal group meeting typically facilitated by a mental health professional;
  - d) Post Trauma Counselling is recommended if the post trauma stress reactions persist for more than a few weeks or if the reactions are too overwhelming for the individual to cope with everyday living. This is normally done through an individual access of the employee wellbeing programme and;
  - e) In the Initial Unit Fee, the Service Provider will include **5 (Five)** CISD sessions per annum.
- Financial Management
  - a) All eligible employees, managers, and their immediate household are able to access support telephonically for 24-hours and the service provider must be able to assist in 11 official languages used by South African citizens;
  - b) Individuals are to be provided with general advice, counselling and coaching through telephonic access to personal financial advisors who are skilled in financial matters relating but not limited to:
    - 1) **What am I worth?** – helping employees to learn the difference between an asset versus a debt and to undertake a realistic assessment of their net worth. This includes spread sheets that assist employees to calculate their net worth, so that they understand their financial starting point.
    - 2) **Time is Money** – a range of advice topics and support packages allowing employees to understand important financial concepts such as inflation,

interest and compound interest. Practical examples of the effects of interest and inflation are provided and employees are provided with access to online interest and inflation calculators.

- 3) **Financial Planning** – consisting of support modules exploring the employee's short-, medium- and long-term goals. This includes insights into the employee's underlying reasons for wanting money, the difference between financial 'wants' and 'needs' and tools for setting realistic financial goals.
- 4) **Financial Health and Budgeting** – assisting employees to receive detailed advice and support in relation to, *inter alia*, taking control of your debt; financing your house & car; savings and planning for the future; understanding banks and finance; planning for retirement; debt and the law; and debt counselling under the NCA.

➤ Legal Services

- a) Employees and their immediate family must be provided with access to telephonic support for 24-hours and the service provider must be able to assist in 11 official languages used by South African citizens;
- b) The member and his/her immediate family would be entitled to utilise the advice service as frequently as required provided that the assistance shall be furnished to the member directly and only on legal matters pertaining to the member and in his or her personal capacity;
- c) The legal services to employees would consist of a general telephonic assistance which covers any legal matter and assistance and advice is for example offered on criminal offences, fines, debt, contracts, divorce, maintenance and any other legal query;
- d) Labour law matters are excluded from this service and no such advice will be given to any employee for themselves or for other 3<sup>rd</sup> parties they are phoning on behalf of since it will constitute a conflict of interest if the Service Provider provides advice to employees against their employer, who is the Service Provider's client
- e) The legal service includes the following:  
**Professional legal drafting services** which includes contract drafting and customised advice packages;

**Unlimited telephonic advice** where every employee will receive assistance from an attorney on all areas of the law during Working Hours;

**24-hour emergency legal support** in the event of an arrest. A litigation attorney will be dispatched immediately to the police station or court concerned, so that bail arrangements can be made without delay. The specialist attorney will charge the employee a pre-negotiated, fixed and discounted rate for all of the necessary

consultations, prosecutor and/or police negotiations and a bail hearing. This fee however excludes the bail amount;

**Legal letter - one** legal letter per month can be written by an attorney on the employee's behalf in relation to any legal issue or dispute that requires advice, assistance or resolution with a third party;

**Telephone call** - one telephone call per month made by an attorney on behalf of the employee to resolve or discuss any legal issues or disputes that the employee may be having with another person or company;

**30-minute consultation** - every month, each employee will be entitled to a 30 (thirty) minute, face-to-face consultation with an approved attorney in order to receive advice on any legal issue or dispute;

**Identity theft** - if the employee is the victim of identity theft (in any form), he/she will receive free assistance via a referral network that facilitates bank account and card freezes and database services offered by the SA Fraud Prevention Services;

**Support network** - if more substantial legal assistance is required by an employee, he/she will be able to access a country-wide panel of approved attorneys but such assistance will be based on attorney-client basis, for the employee's own account.

➤ Health and Wellness Days

- a) Personalized health risk assessments which will form part of wellness day offering;
- b) Support and engagement with employees after health risk assessments as part of a follow-up plan;
- c) Managing wellness days from project planning, sourcing providers, engagement with on-site Departments or divisions and managing the overall event.

➤ Health and Wellness Information

- a) Personalised electronic advisory and information services will be available to Client employees and their immediate families who are E-enabled. Employees will have the option to access health and wellbeing information shall either be offered as the required intervention or as part of another intervention process, such as counselling.

## 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 First Floor, Trident Park 2, 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  
Celesté Carolus – Supply Chain Management Unit, e-mail address :[tmotlhaga@overbergwater.co.za](mailto: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](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:
  - 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 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.