

# REQUEST FOR QUOTATION

## SUPPLY CHAIN MANAGEMENT



Authorised: CEO

Version: 1

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**QUOTATION NUMBER: OW-460/2018/19**

**DESCRIPTION: PROVISION ,INSTALLATION AND MAINTANANCE OF A TRACKING AND TRANSPORT MANAGEMENT SYSTEM FOR A PERIOD OF 36 MONTHS.**

**CLOSING DATE: 05 November 2018**

**CLOSING TIME: 12:00**

**QUOTATION BOX NUMBER: 001**

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

- a) Quotations with completed and signed supporting documents must be deposited at the tender box of Overberg Water Board's Corporate Office, situated at Ground Floor, Trident Park 3, 1 Niblick Street, Somerset West, 7137, Cape Town.
- b) No late quotations will be accepted under any circumstances.
- c) Detailed specification is provided under Part A on page 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](mailto:csd@treasury.gov.za)**
- h) Acceptance/Contract Commencement and purchase orders:  
The supplier's offer will be accepted by Overberg Water Board when a purchase order and/or letter of appointment is issued to the supplier. The date of issue of the purchase order and/or letter of appointment shall be the commencement date of the contract. The supplier undertakes work and incurs expenses prior to the issuing of a purchase order and/or entirely at its own risk. Overberg Water Board shall only incur liability for payment in terms of this contract if a valid purchase order and/or letter of appointment has been issued to the supplier.

# INDEX

## RETURNABLE SCHEDULES

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

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

## IMPORTANT QUOTATION INFORMATION

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

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

# 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-460/2018/19	CLOSING DATE:	5 NOVEMBER 2018	CLOSING TIME:	12H00
DESCRIPTION	<b>PROVISION ,INSTALLATION AND MAINTANANCE OF A TRACKING AND TRANSPORT MANAGEMENT SYSTEM FOR A PERIOD OF 36 MONTHS.</b>				
<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		B-BBEE STATUS LEVEL SWORN AFFIDAVIT
			<input type="checkbox"/> No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX			<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
			<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
			<input type="checkbox"/>	A REGISTERED AUDITOR	
			NAME:		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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

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, 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. Certified copy of B-BBEE contribution level certificate	Submitted BBBEE Verification Certificate from SANAS ( <b>Non Mandatory</b> )	
5. Company profile		

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

### 3 FUNCTIONALITY

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

**3.1 Functionality evaluation will be based on the following criteria:**The evaluation of the proposal will be based on its responsiveness to the Functionality section and will be scored out of 100 points.

**3.2** Proposals that do not score the minimum of 75% will not qualify for further evaluation.

No.	Criteria	Weight	Score
1	Methodology  Response of the Service Provider to meet all of the criteria/specifications listed in the RFQ.	50	
2	Working experience with provision, installation and maintenance of a tracking and transport management system. List of current or completed similar projects with references that specify contact names and telephone numbers and nature of the contract; Include Municipalities/entities for which such work was undertaken.  ≤3 years ≤5 years ≤10 years >10 years	0	
		5	
		15	
		20	
3	Customer Service/Support. Provide supporting documentation.  Indicate national footprint, call centre setup, staff complement, 24h support, dedicated account manager,	15	
4	Report statistics. Provide supporting documentation and examples of Report data.  Quality of report & statistical data, online/mobile user interface, accessibility and customisation of user needs	15	

The evaluation of the proposal will be based on its responsiveness to the Functionality section and will be scored out of 100 points.

Proposals that do not score the minimum of 75% overall will not qualify for further evaluation.

## 4. Purpose

The purpose of this assignment is to request proposals for the Provision and Maintenance of a tracking and transport management system, including all hardware and software components, for vehicles for Overberg Water Board for a period of 36 months. A comprehensive Fleet Management Solution System utilising proven technology is required. Overberg Water will be renting the equipment from the service provider with the intention of monitoring vehicle data where positional data will be collected and transmitted via GSM cellular, radio trunking or satellite networks.

## 5. Role of Overberg Water

Overberg Water Board is a Water Services Institution in accordance with the Water Services Act, Act No 108 of 1997 and owns several Water treatment schemes and offices throughout the Overberg region. The organisation is widespread in this region covering a geographical area of nearly 6 000km<sup>2</sup>

## 6. Background

There is currently a Fleet Management System in place which guards against abuse of company vehicles, promotes wholistic planning and increases operational efficiency. Currently Overberg Water has 17 (seventeen) vehicles in operation (see table below). The quantities may vary throughout the duration of the contract but provision should be made for between 15 and 30 vehicles at any given time:

<i>Quantity</i>	<i>Description</i>
9	2008-2015 Toyota Hilux bakkies
2	2006-2009 Opel Corsa single cabs
1	2015 Ford Ranger
1	2017 Izuzu KB250 bakkie
1	1999 Nissan Sentra sedan
1	2012 Toyota Innova
1	2017 Toyota Avanza
1	2003 Toyota Hi ace 16 seater minibus
17	Total

## 7. Scope of work

The Service Provider to supply and install a Vehicle Tracking and Fleet Management system that includes (but not limited to) the following:

- 7.1 Each vehicle must be equipped with a driver identification device and each driver must use a Driver ID tag or similar which should be unique and linked to a particular driver.
- 7.2 The tracking device must log all the routes travelled by the vehicle against the driver.
- 7.3 The abuse of vehicles (i.e. speeding, harsh breaking and revving, etc.) must be logged e.g. via an accelerometer.
- 7.4 The service provider must be able to supply trip reports (i.e. electronic logbooks) that include fleet reporting statistics monthly or as and when required.
- 7.5 The data collected by the tracking device must be of such a standard that it can be used in a court of law and shall remain the property of Overberg Water.
- 7.6 No data may be deleted or manipulated.
- 7.7 The data must be accessible through web and/or mobile applications/cloud based. These applications must support trip history and full track and trace capability.



- 7.8 Live tracking ( $\leq 5$ s updates) and trip replays of the drivers and vehicles by viewing vehicle movements on Google maps/earth. Coverage must include the entire Overberg Water service area, offices and the nearest major towns/cities.
- 7.9 SMS or email alerts when vehicles are tampered with, stolen or are involved in accidents.
- 7.10 Automatic back-up of all data ( $> 3$  years availability).
- 7.11 Capable of exporting logs to Microsoft Excel and provide GIS (shapefile) information.
- 7.12 Having the tracking system should assist Overberg Water in measuring and managing employees' performance in understanding when drivers start and stop trips, which will help to objectively record working and driving hours.
- 7.13 Track and trace stolen vehicles can form part of this RFP but is not a requirement. If this feature is included in the RFP, proof of registration with PSIRA must be provided.
- 7.14 Trip routing and scheduling capability (Trips over pre-set distance capability).
- 7.15 Provision of detailed (electronic) reports/report statistics.
- 7.16 Annual once off training of drivers and administrative employees on utilisation of services (max 40 individuals)
- 7.17 De-installation of the equipment at the end of the contract will be at the service provider's cost.
- 7.18 Bid rates must include tariffs to do initial installation, de-install and re-install hardware and software incl. providing all reports & records.
- 7.19 Future price escalations shall be implemented on an annual basis from date of award in line with escalations as specified in the Schedule of Prices
- 7.20 Pricing structure must include all specifications and:
  - 7.20.1 Equipment rental (the cost of the hardware)
  - 7.20.2 All operating cost (E.g. including training, travel, accommodation, maintenance, servicing, provision for insurance of the devices, etc.) - show the breakdown of these!
  - 7.20.3 Allowance for vehicle additions to the fleet during the contract period.
  - 7.20.4 Initial installations (Once off for the entire fleet)
  - 7.20.5 Subsequent additional first installations of new fleet item (Ad hoc when required)
  - 7.20.6 De-installations of hardware on fleet items for fleet disposal (on user request)
  - 7.20.7 Re-installations of existing units on new fleet items (on user request).

## 8. Other Requirements

### 8.1 Service

The service shall include, but not limited to the following:

- 8.1.1 The service provider shall at all times ensure the proper functioning and maintenance of the software and hardware at its expense.
- 8.1.2 Maintenance will comprise examination, testing, adjusting and where necessary replacement of equipment.
- 8.1.3 The service provider shall bear the cost of all parts and labour required to repair or replace equipment. Reasonable vehicle access will be provided to effect installations, de-installations and repairs. Repairs and replacements shall be carried out during normal working hours, unless otherwise agreed.
- 8.1.4 A technician/specialist related to a specific problem should be able to attend to equipment fault within 48 hours of receiving notification. Applies to normal week days and excludes Saturdays, Sundays and public holidays.
- 8.1.5 A technical helpdesk should be available during normal working hours for advising and troubleshooting faults experienced.

- 8.1.6 A downtime penalty per vehicle/system will apply at the same daily (24hr) rate of the Service Provider.

## **8.2 Hardware**

- 8.2.1 The service provider must warrant that the equipment has been manufactured free of defect in design material and workmanship for the purposes of normal commercial use and service. The warranty must cover workmanship and materials.
- 8.2.2 The equipment must be compatible with - and subscribe to the necessary communications protocols of the network and specific areas involved.
- 8.2.3 Hardware should ideally be developed and built in South Africa.
- 8.2.4 The equipment must be compatible with all fleet brands and carry the manufacturer's approval and confirmation that guarantees or warranties are not affected. Proof of Original Equipment Manufacturer (OEM) certification to operate on all units without jeopardising warranty arrangements will be required.
- 8.2.5 Robust to fit Overberg Water operational requirements (mostly gravel and in-field application) e.g. vibration, dust, water ingress. Provide IP rating.
- 8.2.6 Standardised specification on installation will be agreed and applied between parties (E.g. Ergonomics, functionality placement). No cable splicing will be allowed.
- 8.2.7 Quotes must include tariffs to do initial installation, de-install and re-install vehicle hardware.
- 8.2.8 Indicate the following power requirement in mA: Maximum draw when sending, draw when data gathering (logging), draw when sleeping or off.
- 8.2.9 Antennas for vehicles to be external
- 8.2.10 Devices must allow for remote software upgrades
- 8.2.11 Devices must be able to integrate and/or interface with other systems at no additional cost to the user and be able to also integrate with latest technology, including but not limited to MS Operating System, Web browsers and MS SQL Database
- 8.2.12 The preferred GSM signal service provider in the area is Vodacom due to coverage. Indicate any deviation from this requirement and indicate any specific cost implication either flowing from either the switch to – or the switch from Vodacom.
- 8.2.13 Fitment of hardware may not damage any structure on equipment or void an OEM/manufacturer warranty. Fitment must be done by one (1) person/team across the entire company to ensure quality and standardisation of fitment.

## **8.3 Software**

- 8.3.1 Must be a real time web-based management system.
- 8.3.2 The service provider will hold the rights, IP, title and interest in the software
- 8.3.3 Secure centralized database (At client base on a separate server. The data will be owned by the user.)
- 8.3.4 Software version upgrades will be made available to the USER as and when they are released. The service provider must implement any such upgrades.
- 8.3.5 Multi user capability ( $\pm 50$  users) including different business units and access options
- 8.3.6 Web/mobile access functionality
- 8.3.7 The Service Provider must explain how out-of-signal data will be managed, stored and viewed and how this data will be integrated once the system regains signal.
- 8.3.8 The Service Provider must commit to development of users specific needs
- 8.3.9 The system must provide and facilitate the recording, filing and sending of photo images.
- 8.3.10 All data parameters must be unit based – to allow proper functioning when outside communication range.
- 8.3.11 Satellite positional accuracy must be  $\leq 10$ m.

## 9. General Requirements.

The successful Service Provider will be required to provide a minimum of the following:

- 9.1.1 A Company profile including an organogram of persons directly involved with the project and a short CV(s) indicating experience and competence;
  - 9.1.2 Methodology and cost breakdown of proposal;
  - 9.1.3 An example of e-reports and reporting statistics.
  - 9.1.4 An original and valid (TCC) Tax Clearance Certificate.
  - 9.1.5 Proof of ICASA registration and other relevant bodies.
  - 9.1.6 List of current or completed similar projects undertaken within the last 5 years with references that specify contact names and telephone numbers and nature of the contract; Include Municipalities/entities for which such work was undertaken.
  - 9.1.7 A list of proposed team member/s a responsible person/supervisor and highlight their experience and qualifications in rendering similar work. The successful Service Provider shall within 7 (seven) days of commencement of the contract provide the Overberg Water representative with a list of all employees appointed for this contract, including supervisor(s) and site manager;
  - 9.1.8 Production of components should adhere to ISO9001 standards
- 9.2 All prices must be per item/each unless the unit of measure is specified as per the requirement above. Prices must also be broken down PER ANNUM and all inclusive: software licences, annual service fees, hardware, labour, warranties, VAT, reimbursements, etc. Provision is made for contingencies at 10% of any item, order or the total contract value and will only be used as and when required.
- 9.3 Tasks and services which may be identified, but not specified in this document will be mutually agreed to between Overberg Water and the Service Provider.
- 9.4 All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g. laypersons without subject matter expertise).
- 9.5 All document deliverables must be in formats (hard copy and electronic) i.e. industry accepted standards (e.g., MS Word, MS PowerPoint, MS Project).
- 9.6 Each business unit operates independently with regards to Fleet and the fleet budget is not centralised. Needs differ from unit to unit, therefore, requests for vehicles, accessories, value added products and services are tailor-made per request. This proposal is to enable vehicle acquisition methods and focus on centralising the management of fleet operations to ensure effective fleet operations and cost management/containment. The role of the tenderer is to support, assist and provide advice in the aforementioned spheres.

Applicants who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, demonstration of their proposal to Overberg Water. This provides an opportunity for the vendor to clarify or elaborate on the tender. This is a fact-finding and explanation session only and does not include negotiation. Overberg Water shall schedule the time and location of these presentations. Oral presentations are an option of Overberg Water and may or may not be conducted.

## 10. Project Duration

The contract period for this bid is 36 months from date of award and installation is expected to be completed within a period of three weeks after award.

## 11. Access to premises

The successful service provider must:

- 11.1 Arrange with the Overberg Water representative regarding access to the premises or vehicles in order to execute the required service;
  - 11.1.1 Take adequate precautions to prevent any damage to vehicles, fittings and furnishings that arise from the installation and/or of the system;
  - 11.1.2 Accept liability and to indemnify Overberg Water against any claims whatsoever arising from his/her conduct and/or the conduct of his/her employees;
  - 11.1.3 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No 30 of 1966 as amended) including PAYE and all relevant employment legislation and applicable bargaining council agreements;
- 11.2 Comply with all by-laws and requirements of Overberg Water applicable to the services;
  - 11.2.1 Comply with the OHS policy and emergency evacuation plan and/or policy of Overberg Water;
  - 11.2.2 Carry out the work during normal working hours (08:00 – 16:00). Emergency work may be carried out during weekends, public holidays and after hours as may be required. This must be carried out with the consent of Overberg Water.

## 12. RIGHT NOT TO APPOINT

Overberg Water reserves the right not to appoint a Service Provider and/or to cancel this proposal if, at its sole discretion, it is of the opinion that the proposal submitted does not meet the requirements of the Request for Proposals.

## RETURNABLE SCHEDULE 2 – PRICE SCHEDULE (SBD3.2)

The preferred service provider to provide Overberg Water rates to fulfill the scope of works listed above.

**Bidders to provide a Price Schedule inclusive of all rates, price escalations, levies, travel, accommodation, labour, VAT at 15%, and other related costs over the full 36 months.**

## 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

.....

.....



## 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>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>

## 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"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
 TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## 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.



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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

## 1. SCOPE AND DELIVERABLES

## 7 TERMS AND GENERAL CONDITIONS

- (a) All submissions must be received by the OVERBERG WATER no later than **12H00 ,MONDAY, 5 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 process will be based on administrative compliance, technical evaluation and Price and BBEE point system.

The price and BBEE 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(s) will be required to start immediately after signing the contract and provide the services for a period of three (3) years subject to annual review of service provider's performance

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

## 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](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:

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

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

16.2 Preference points shall be scored as follows:

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

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

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

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

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

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

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

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

## **PART C: GENERAL & SPECIAL CONDITIONS OF CONTRACT**

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

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

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

**2. Standards**

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

**3. Payment– Clause 16 of the GCC**

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

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

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

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

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

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

**5. Insurance – Clause 11 of GCC**

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

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

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