



REQUEST FOR PROPOSAL:

APPOINTMENT OF A SERVICE PROVIDER
FOR TRAVEL MANAGEMENT SERVICES
TO OVERBERG WATER BOARD FOR A
PERIOD OF 36 MONTHS

BID NUMBER: RFP 0W-479/2021/22

CLOSING DATE: 13th of March 2023

DOCUMENT INFORMATION SHEET

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| Title of Document | Appointment of a Service Provider Travel Management Services to Overberg Water Board for period of 36 months |
| Type of Document | Request for Proposal |
| Document Number | RFP OW-479/2021/22 |
| Technical Specifications | Ms. Thozama Rani |
| Department | Corporate Office |
| Prepared for | Overberg Water Board |
| Date of Issue | 15th February 2023 |

DOCUMENT CONTROL SHEET

We, the undersigned, accept this document as a stable work product.

| ORIGINAL | Technical Specifications Prepared by | Technical Specifications Reviewed by | Technical Specifications Approved by |
|-----------------|---|---|---|
| Date: | Name: Ms. Thozama Rani | Name: BSC Chairperson | Name: Accounting Officer |
| | | | |

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|----------------------|---------------------------------|
| Distribution: | <i>Potential Bidders</i> |
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REQUEST FOR PROPOSAL

Appointment of a Service Provider to provide travel management services to the Overberg Water Board for a period of 36 months.

Procurement Number: RFP OW-479/2021/22

Overberg Water Board is a Schedule 3B Public Entity established in terms accordance with the Water Services Act, Act No 108 of 1997 and owns several Water treatment schemes within the Overberg Region covering the areas of Caledon, Swellendam, Heidelberg and Head Office which is situated in Somerset West.

INVITATION AND SCOPE OF SERVICES

Appointment of a Service Provider for Travel Management Services to Overberg Water Board for period of 36 months.

CONDITIONS

- (a) Preference will be given to respondents who comply with the Overberg Water Supply Chain Management Policy & Procedures.
- (b) Preferential Procurement Policy Framework Act (PPPFA) principles and its Regulations, as updated, shall apply, whereby submissions will be evaluated according to the provisions of that Act, its Regulations and the Public Finance Management Act (PFMA).
- (c) Bidders must submit a valid BBBEE Verification Certificate from SANAS Accredited Verification Agency in order to be eligible for empowerment points. The Exempted Micro Enterprises (EME) may submit a sworn affidavit from the Commissioner of Oath confirming its and turnover and black shareholding.
- (d) The following scores will be applied:
 - (e) Price - 80,
 - (f) BBBEE Status - 10,
 - (g) Specific goals - 10.

Request for Proposal (RFP) documents can be downloaded on e-Tender Portal and Overberg Water Board website (www.overbergwater.co.za). Documents will be available from **12H00 on the 16th of February 2023.**

One original completed bid document shall be placed in a sealed envelope clearly marked: **“Appointment of a Service Provider for Travel Management services for Overberg Water Board for period of 36 months”**.

The closing date and time for the receipt of completed bids is **Monday 13th of March 2023 at 12h00** at the reception desk of the **Overberg Water Board's Corporate Office, Trident Park3, Ground Floor, 1 Niblick Way, Somerset West, Cape Town**. Bids will not be opened in public and no late submissions will be considered.

Failure to provide any mandatory information required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive. Respondents must include their Tax Compliance Pin Number and/ or CSD Registration printout with their submissions in order to be considered.

Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted.

All enquiries regarding this bid must be in writing only, and must be directed to:

Mrs. Thozama Rani(technical) at 021 – 851 2155 or email trani@overbergwater.co.za, or Edward Nwamafela/ Nompumelelo Khumalo(SCM official) at 0218512155 or email enwamafela@overbergwater.co.za /nkhumalo@overbergwater.co.za. Any enquiry send other email address other than the ones indicated above will not be considered. All enquiries relating to the RFP must be send on or before **the 27th of February 2023 at 17H00**.

The OW reserves the right not to accept the lowest proposal in part or in whole or any proposal.

1 BACKGROUND

The Overberg Water Board was established in 1993 with the amalgamation of Duivenhoks and Ruensveld water boards. The Overberg Water Board is one of the national water public entities under the Department of Water and Sanitation (DWS). It exists to complement the work of the department and primarily supports the Minister as the shareholder. It is a water board providing bulk water services in terms of the Water Services Act 108 of 1997 and is subjected to a number of applicable laws such as the Constitution, the National Water Act 36 of 1998, Public Finance Management Act 1 of 1999. Overberg Water discharges its services by placing its customers ahead of the delivery menu. It has a long history of service delivery and placing customers in the forefront since its inception. Overberg Water has been a pillar of hope to its customers in terms of the quality of drinking water. The Head Office of OW is situated in Somerset West which is approximately 40 km from the Cape Town CBD and 30 km from Cape Town International Airport. It also has three water schemes functioning as satellite offices and these are Ruensveld West, Caledon; Ruensveld East Swellendam and Duivenhoks in Heidelberg.

The Overberg Water's area of jurisdiction is the south-western Cape in the west to the Heidelberg/Riversdale districts in the east and bounded by the Langeberg Mountains in the north and by the Indian Ocean in the south. Its area includes the following towns: Caledon, Napier, Bredasdorp, Riviersonderend, Swellendam, Heidelberg, Riversdale and a number of other smaller areas. It is situated in one of the water management areas, namely, the Breede-Gouritz Water Management Area (BGCMA) which measures approximately 72 000 square kilometres. The BGCMA is the sole water resource authority in the catchment. The BGCMA "gives effect to its function to investigate and advise water users on the protection, conservation, management and control of water resources in a cooperative manner" (BGCMA, 2015).

The Water Board is also responsible for the Wastewater Treatment Plant for the various prisons in the Western Cape.

2. PURPOSE

The primary function of Overberg Water is mainly the provision of bulk drinking water to its customers. Viewing the location of OW schemes within the BGCMA area of jurisdiction naturally creates a symbiotic relation with the BGCMA in managing the water use.

3. VISION

To become the leading regional water utility providing sustainable and competitive water and sanitation services for the region

4.MISSION

To supply and maintain reliable, affordable, and good quality water and sanitation services for the region

5.SCOPE OF THE REQUIRED SERVICE

1. INTRODUCTION

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

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

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

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

3. LEGISLATIVE FRAMEWORK OF THE BID

3.1. Tax Legislation

3.1.1. Bidder(s) must be compliant when submitting a proposal to [Institution name] and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

3.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

3.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

3.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

3.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

3.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

3.2. Procurement Legislation

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

3.3. Technical Legislation and/or Standards

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

4. BRIEFING SESSION

No Briefing Session.

5. TIMELINE OF THE BID PROCESS

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

| Activity | Due Date |
|--|--|
| Questions relating to RFP from Service Provider(s) | All the queries regarding the RFP must be addressed to enwamafela@overbergwater.co.za trani@overbergwater.co.za nkhumalo@overbergwater.co.za |
| The RFP closing date | 13 th of March 2023 at 12:00 Noon |

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

6. CONTACT AND COMMUNICATION

6.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Edward Nwamafela via email enwamafela@overbergwater.co.za and/or 021 851 2155. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

- 6.2. The delegated office of Supply Chain Management may communicate with Bidder(s) where clarity is sought in the Request For Proposal.
- 6.3. All communication between the Bidder(s) and Overberg Water must be done in writing.
- 6.4. Whilst all due care has been taken in connection with the preparation of this bid, Overberg Water makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Overberg Water, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

7. LATE BIDS

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

8. COUNTER CONDITIONS

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

9. FRONTING

- 9.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 9.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Overberg Water may have against the Bidder / contractor concerned.

10.SUPPLIER DUE DILIGENCE

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

11.SUBMISSION OF PROPOSALS

Bid documents may either be posted to

Ground Floor

Trident Park 3

1 Niblick Way

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

11.1. Bid documents will only be considered if received by Overberg Water before the closing date and time, regardless of the method used to send or deliver such documents to Overberg Water.

11.2. Bidders are requested to initial each page of the tender document on the top right-hand corner.

12.PRESENTATION / DEMONSTRATION

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

13.DURATION OF THE CONTRACT

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

14.SCOPE OF WORK

14.1. Background

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

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

14.2. Travel Volumes

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

14.2.1. **General**

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

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

14.2.2. **Reservations**

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b. always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.

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

14.2.3. **Air Travel**

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

14.2.4. **Accommodation**

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

conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or Overberg Water.

e. Accommodation vouchers must be issued to all Overberg Water travellers for accommodation bookings and must be invoiced to Overberg Water as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.

g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

14.2.5. Car Rental and Shuttle Services

a. The TMC will book the approved category vehicle in accordance with the Overberg Water Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).

b. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.

c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.

d. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses, and transfers.

e. The TMC will book transfers in line with the Overberg Water Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

f. The TMC should manage shuttle companies on behalf of the Overberg Water and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.

g. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

14.2.6. After Hours and Emergency Services

a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.

b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.

c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.

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

14.3. **Communication**

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

14.4. **Financial Management**

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

14.5. Technology, Management Information and Reporting

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

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

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

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

The reporting templates can be found on

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

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

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

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

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

i. Travel

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

ii. Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Daily invoices;
- e) No show report;

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

14.6. Account Management

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

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

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

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

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

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

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

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

14.7. Cost Management

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

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

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

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

14.8. Office Management

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

OBJECTIVES

The main purpose is to appoint a Service Provider for Travel Management Services to Overberg Water Board for period of 36 months.

PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this solicitation is expected to commence as soon as the process of evaluating the tender is concluded.

ADVANCE PAYMENT

Please note that Overberg Water Board will not be making any advance payments to the potential service provider.

ADMINISTRATIVE MANDATORY 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 | Tax pin (Valid) | | |
| Central Supplier Database Registration | Proof of CSD registration number/CSD Report | | |
| SBD 1 | Completed and signed | | |
| SBD 4 | Completed and signed | | |
| SBD 3.2 | Completed and signed | | |
| SBD 6.1 | Completed and signed | | |
| Certified copy of B-BBEE certificate/Sworn Affidavit | To claim preferencepoints bidders must submit copy of their BBEE | | |
| COIDA | Valid Certificate | | |
| Provide proof of ASATA (Association of South African Travel Agents) membership | Copy of the valid membership certificate | | |
| Company’s registration certificate from CIPRO | Valid CIPRO certificate | | |
| ID copies of the Directors | All directors ID copies | | |

N.B: Failure of bidders to meet all the above mandatory requirements will result in submissions being deemed null and void and shall be considered “non – responsive” and therefore not considered.

- Evaluation Method 2, which entails the balance between Functionality, Financial offer and Price & Preferences 80/20 points system, will be adopted as follows;
- Functionality Points = max 100 points (Minimum threshold=65%)
- Price=80 points (tenders will be awarded a maximum of 80 points for price)
- Preference (B-BBEE) = 20 points

Evaluation criteria

The 80/20 preference points system as prescribed in the Preferential Procurement Regulations, 2011 Pertaining to the Preferential Procurement Policy Framework Act, (ACT NO 5 OF 2000) (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution. Bids received will be evaluated on the three (3) phases namely **Mandatory Requirements, Functionality Compliance / Specification Compliance** and **Price and Preference**.

Phase 2: Technical Functionality Compliance.

Bidders must score at least 70 out of 100 in respect of functionality to qualify for advancement to Phase 3. A bidder that scores less than 70 out of 100 will be regarded as submitting a non-responsive bid and will be disqualified. Bidders who fail to obtain a minimum score for each criterion will be disqualified.

The weight that will be allocated to each functionality criterion is as follows:

1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent

A bidder must meet 70 out of 100 on technical mandatory requirements.

| No. | Criteria | Points 1-5 | Weight | Score |
|--------------|--|------------|------------|-------|
| 1 | COMPANY EXPERIENCE | | 25 | |
| | The service provider must have relevant experience with the provision of Travel Management Services. | | | |
| | The Bidder must submit reference letters on a client letterhead which indicate the start and end date of years of service (month and year), details of the client, value of the project where similar services were provided. Years will be calculated from the start date of first successful delivery. Thereafter, experience will be added consecutively, not cumulatively for each client (i.e. the bidder that provides the service to multiple clients for the year January 2022 to December 2022 will be considered as experience for one year and the points will be awarded as 1 year experience) | | | |
| | 0 reference letter of relevant experience | 1 | | |
| | 1-2 reference letters of relevant experience | 2 | | |
| | 3-4 reference letters of relevant experience | 3 | | |
| | 5-6 reference letters of relevant experience | 4 | | |
| | >7 reference letters of relevant experience | 5 | | |
| 2 | ACCREDITATION: NB: Registered in the name of the company tendering. | | 25 | |
| | Provide proof of ASATA (Association of South African Travel Agents) membership. | 5 | | |
| | No proof of ASATA membership | 1 | | |
| 3 | Directly Negotiated Rates | | 25 | |
| | Provide proof of negotiated airline fares, accommodation establishment rates, car rental | 5 | | |
| | No proof of negotiated rates | 1 | | |
| 3 | AFTER-HOURS & EMERGENCY SERVICES | | 25 | |
| | | 5 | | |
| | Provide details / Standard Operating Procedure for after-hours support | | | |
| | No proof of details / Standard Operating procedure for after-hours support | 1 | | |
| TOTAL | | | 100 | |

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

Quantitative Assessment

Bids that achieve the minimum technical requirement will be further adjudicated on Price and BEE status. The method of scoring Financial Proposals and the BEE Verification Certificate is described in the attached Preference Points Claim document (SBD 6.1).

The allocation of tender adjudication points for this Contract shall be as follows:

| Area of Adjudication | Maximum Points |
|----------------------------------|----------------|
| Tendered Price (S_P) | 80 |
| Empowerment Objectives (S_E) | 20 |
| Total Points (S) | 100 |

SPECIFIC CONDITIONS

Respondents should complete all the returnable SCHEDULEs/SBD forms listed below.

RETURNABLE SCHEDULES

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

| |
|--|
| RETURNABLE SCHEDULE 1: Invitation to Bid (SBD 1) |
| RETURNABLE SCHEDULE 2: Pricing Schedule (SBD 3.2) |
| RETURNABLE SCHEDULE 3: Declaration of Interest (SBD 4) |
| RETURNABLE SCHEDULE E 4: Preference Points Claim Form (SBD 6.1) |
| RETURNABLE SCHEDULE 5: Contract Form (SBD 7.1) |

TERMS AND GENERAL CONDITIONS

- (a) All submissions must be received by the OVERBERG WATER no later than **Monday, 13th of March 2023 at 12h00**. 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; One original document shall be placed in sealed envelopes clearly marked. “RFP OW 043/2021/2022 – “Appointment of a Service Provider to supply, deliver, install, configure and maintain a hosted PABX in various offices for Overberg Water Board for period of 36 months” at the Reception desk of Overberg Water Board’s Corporate Office, Trident Park 3, Ground Floor, 1 Niblick Way, Somerset West, Cape Town;
- (e) Respondents or their representatives (including the courier services) must ensure that they register their submissions in the Lodging Sheet at the Reception Desk of the above-mentioned Overberg Water offices, wherein they will indicate the name of the person delivering the submission, the number of copies submitted, the time and date of submission and sign the document;
- (f) All enquiries and submissions regarding this Request for Tender (RFT) must be directed to: - Mr. Edward Nwamafela/Ms. Nompumelelo Khumalo: Supply Chain Management Unit Contact Number:028512155;Email:enwamafela@overbergwater.co.za/nkhumalo@overbergwater.co.za and/or Mrs. Thozama Rani (Technical Queries) Contact Number: 021 851 2155; Email:trani@overbergwater.co.za;
- (g) The contact persons 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.
- (h) The Overberg Water reserves the right not to accept any submission.
- (i) 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”.
- (j) Submission of a Request for Proposal 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;
- (k) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;

- (l) Public Liability - Overberg Water shall not be liable in respect of any claims, damages, accidents, etc. to persons, properties, vehicle rights, etc. that may arise from the carrying out of this contract.
- (m) Tender prices must remain valid for a period of 120 days (calculated from closing date of the bid).

DISQUALIFICATION

- (a) It must be stressed that any queries relating to this request must be addressed only to **Mr. Edward Nwamafela/ Ms. Nompumelelo Khumalo and/or Mrs. Thozama Rani** who are identified as a contact person for this contract; Mr. Edward Nwamafela/ Sikhona Mpandeni: Supply Chain Management Unit Contact Number: 021 – 851 2155; Email: enwamafela@overbergwater.co.za/nkhumalo@overbergwater.co.za and/or **Mrs. Thozama Rani** (Technical Queries) Contact Number: 021 851 2155; Email: trani@overbergwater.co.za. The queries must be in writing addressed to the above-mentioned officials.
- (b) 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;
- (c) Respondents are advised that should there be any contact with Overberg Water staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification;
- (d) Misrepresentation of information presented to the Overberg Water, be it on capability statement or empowerment credentials will also lead to disqualification of the respondent.

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

SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERBERG WATER

| | | | | | |
|-------------|--------------------|---------------|--------------------------------|---------------|-------|
| BID NUMBER: | RFP OW-479/2021/22 | CLOSING DATE: | 13 th of March 2023 | CLOSING TIME: | 12H00 |
|-------------|--------------------|---------------|--------------------------------|---------------|-------|

| | |
|-------------|--|
| DESCRIPTION | Appointment of a Service Provider Travel Management Services to Overberg Water Board for period of 36 months |
|-------------|--|

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

BID RESPONSE DOCUMENTS BE DEPOSITED IN THE BID BOX SITUATED AT

| |
|---|
| Overberg Water Board's Corporate Office |
| Trident Park 3, Ground Floor |
| 1 Niblick Way, Somerset West |
| Cape Town. |

SUPPLIER INFORMATION

| | |
|-------------------------|----------------------------------|
| NAME OF BIDDER | |
| POSTAL ADDRESS | |
| STREET ADDRESS | |
| TELEPHONE NUMBER | CODE NUMBER |
| CELLPHONE NUMBER | |
| FACSIMILE NUMBER | CODE NUMBER |
| E-MAIL ADDRESS | |
| VAT REGISTRATION NUMBER | |
| | |

| | | | | | |
|--|------------------------------------|--|-----------|-------------------------------------|---|
| | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | Yes <input type="checkbox"/> No | | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

| | | |
|--|--------------------------|--|
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX | <input type="checkbox"/> | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) |
| | <input type="checkbox"/> | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) |
| | <input type="checkbox"/> | A REGISTERED AUDITOR NAME: |

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

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

BIDDER: _____

PRICING SCHEDULE

Validity Period: 120 days

OPTION 1

| TRAVEL MANAGEMENT SERVICE IS KEY TO THE OVERBERG WATER BOARD | | | |
|--|---|------------|-------------------|
| No. | Description | Unit Price | Total (Excl. VAT) |
| 1. | Provision for Travel Management Services to the Overberg Water Board for a period of 36 months. | | |
| 2. | Directly Negotiated Rates | | |
| | Negotiated airlines fares | | |
| | Negotiated accommodation establishment rates | | |
| | Negotiated car rental rates, | | |
| 3. | After-hours and Emergency Services / Support | | |
| | SUB-TOTAL | | |
| | VAT@15% | | |
| | TOTAL (YEAR 1) | | |
| | TOTAL (YEAR 2) | | |
| | TOTAL (YEAR 3) | | |

The preferred service provider to provide Overberg Water rates to fulfill the scope of works listed above. All prices must be exclusive of VAT. All costs to include travel costs and accommodation if applicable.

Pricing Instructions:

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.
- 2.1.5 Bidders must show VAT payable separately on the Price Schedule.

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

Signature

Date

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|--------------------|-------------------------|
| Signature | Date |
| Position | Name of bidder |

² 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.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | |
| SPECIFIC GOALS | |
| BEE POINTS | |
| Total points for Price and SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

Regarding paragraph 4.2(a) 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the B-BBEE scorecard as follows

| B-BBEE Status Level of Contributor | Number of Points for Preference (80/20) | Number of Points for Preference (90/10) |
|---|--|--|
| 1 | 10 | 5 |
| 2 | 9 | 4.5 |
| 3 | 7 | 3 |
| 4 | 6 | 2.5 |
| 5 | 4 | 2 |
| 6 | 3 | 1.5 |
| 7 | 2 | 1 |
| 8 | 1 | 0.5 |
| Non-compliant contributor | 0 | 0 |

Regarding paragraph 4.2(b) 50% of the 20/10 points will be allocated to promote this goal. Points will be allocated as follows:

A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act. may only score in terms of the 80/90-point formula for price; and scores 0 points for the relevant specific goals where the supplier or service provider did not stipulate locality.

| Specific Goal | Number of Points for Preference (80/20) | Number of Points for Preference (90/10) |
|---|---|---|
| 100% Women Group owned | 5 | 2.5 |
| 100% Black Designated Group owned | 3 | 1.5 |
| Within the boundaries of the Western Cape | 2 | 1 |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

| | |
|---|-------|
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |
| | |
| | |
| | |

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 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 Edward Nwamafela/Nompumelelo Khumalo– Supply Chain Management Unit, e-mail address [:enwamafela@overbergwater.co.za/ nkhumalo@overbergwater.co.za](mailto:enwamafela@overbergwater.co.za).
9. Any quotation submitted shall remain valid, irrevocable, and open for acceptance by Overberg Water for a period of 120 days from the closing date.
10. A supplier may request in writing, and after the closing date, that his or her quotation be withdrawn, which withdrawal will be permitted or refused at the sole discretion of Overberg Water after consideration of the reasons for the withdrawal, which shall be set out by the supplier in such a written request for withdrawal.
11. All suppliers submitting quotations must be registered on National Treasury Central Supplier Database (CSD) as Overberg Water will not award any bid for price quotation to a bidder(s) not registered on the CSD. For more information of the Central Supplier Database please contact the helpdesk at 012 – 4069222 or email csd@treasury.gov.za
12. If the supplier is an employer as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 (COIDA), the supplier shall submit either a Letter of Good Standing issued by the Compensation Commissioner in terms of the COIDA, confirming that the supplier is registered as an employer in terms of the COIDA; or confirmation of cover with a licensed 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: P_s is the number of points scored for price;
 P_t is the comparative price of the quotation under consideration;
 P_{min} is the comparative price of the lowest responsive quotation.

16.2 Preference points shall be scored as follows:

- a) 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.
- b) The terms and conditions of Schedule 3 shall apply in all respects to the quotation evaluation process and to any subsequent contract.
- c) A maximum of 20 quotation evaluation points will be awarded for preference to suppliers with responsive quotations who are eligible for such preference, in accordance with the criteria listed below.

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

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

- Exempted Micro Enterprise (>50% black-owned)
- Exempted Micro Enterprise (≤50% black-owned)
- Verified B-BBEE status level of contributor in terms of the Construction Sector Charter on Black Economic Empowerment (Board Notice 111 of 2007 published in Government Gazette No. 29616 of 9 February 2007)
- Non-compliant contributor¹

Up to **10** tender evaluation points (N_p) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

| B-BBEE Status Level of Contributor | Number of Points for Preference (80/20) | Number of Points for Preference (90/10) |
|---|--|--|
| 1 | 10 | 5 |
| 2 | 9 | 4.5 |
| 3 | 7 | 3 |
| 4 | 6 | 2.5 |
| 5 | 4 | 2 |
| 6 | 3 | 1.5 |
| 7 | 2 | 1 |
| 8 | 1 | 0.5 |
| Non-compliant contributor | 0 | 0 |

¹

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.

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.