

REQUEST FOR QUOTATION

SUPPLY CHAIN MANAGEMENT



Authorised: CEO

Version: 1

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QUOTATION NUMBER: RFQ OW-422/2021/22

DESCRIPTION: PROVISION, INSTALLATION AND SUPPORT A LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS) FOR A PERIOD OF 36 MONTHS.

CLOSING DATE: 15 December 2022

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 on page 8 of this RFQ document.
- d) Should the bidder opt to submit the quotation at the physically address personally or by courier the quotation must be submitted in a sealed envelope clearly reflecting the quotation number and description as indicated above.
- e) Suppliers are required to **complete and return all Returnable Schedules**, failing which the supplier's quotation may be rejected or declared non-responsive.
- f) For this quotation to be **valid** on the closing date, **all six (6) Returnable Schedules** listed below must be fully and properly completed and signed.
- g) Bidders must be registered on the National Treasury Central Supplier Database (CSD) as Overberg Water Board **will not award** any bid for price quotation to any bidder(s) not registered on the CSD. **For more information** of the **Central Supplier Database** please contact the National Treasury helpdesk at **012 – 4069222 or email csd@treasury.gov.za**
- h) Acceptance/Contract Commencement and purchase orders:

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

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 |

IMPORTANT QUOTATION INFORMATION

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

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

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

SBD1

PART A INVITATION TO BID

| | | | | | |
|--|---|---|---|----------------------|---|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERBERG WATER | | | | | |
| BID NUMBER: | RFQ OW-422/2021/22 | CLOSING DATE: | 15 December 2022 | CLOSING TIME: | 12H00 |
| DESCRIPTION | PROVISION, INSTALLATION AND SUPPORT A LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS) FOR A 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] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY? | | | | | |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX | <input type="checkbox"/> | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) | | | |
| | <input type="checkbox"/> | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) | | | |
| | <input type="checkbox"/> | A REGISTERED AUDITOR | | | |
| | | NAME: | | | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |

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

PART B

TERMS AND CONDITIONS FOR BIDDING

| | | | | | | | | |
|---|--|--|--|--|---|--|--|--|
| 1. BID SUBMISSION: | | | | | | | | |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p> | | | | | | | | |
| 2. TAX COMPLIANCE REQUIREMENTS | | | | | | | | |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> | | | | | | | | |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | | | | |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </td> </tr> </table> <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> | 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | |

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

PREPARATION OF SUBMISSIONS

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

RETURNABLE ANNEXURES

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

| |
|---|
| SBD 1: INVITATION TO BID AND THE TERMS AND CONDITIONS OF BIDDING (ANNEXTURE 1) |
| PRICING SCHEDULE (ANNEXURE 2) |
| SBD 4: DECLARATION OF INTEREST (ANNEXURE 3) |
| SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT (ANNEXTURE 4) |

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.

PHASE 1:
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 (Non Mandatory) | |
| 5. Company profile | Company profile | |
| 6. Technical Brochure | The brochure must include all criteria requested in Table 1, including hardware, software, services, etc. | |
| 7. COIDA Certificate | Valid COIDA certificate | |

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

PHASE 2:

TECHNICAL SPECIFICATION

Table 1: Please tick (✓). Failure to provide the Technical brochure substantiating the below requirements and not completing the below table will be regarded as non-responsive.

Bidders must be able to provide All the listed requirements or will be considered non-responsive.

| Hardware | Included | Not included | Comment** |
|--|----------|--------------|-----------|
| Bidders must have/use secure servers where information can be stored for at least 5years. Average TTFB must be less than 200 ms. | | | |
| Licences | | | |
| The software may be proprietary or open source. However, no licence fees will be payable by Overberg Water Board. This is to prevent the entity being bound to the software in perpetuity. | | | |
| Software | | | |
| Completely web-based LIMS. | | | |
| Compatible with most popular browsers (Chrome, Opera, etc.) | | | |
| Bulk Download/Export and Upload/Import result feature in Excel/CSV format. | | | |
| Export Result template in Excel/CSV format to conform to (or can be customised) to Annexure A. | | | |
| Integratable with Microbiological and Chemical Analysis equipment e.g. ICP machine. | | | |
| Integration with lab equipment must be easy and at minimum cost. | | | |
| Conforms to ISO17025:2017 requirements. | | | |
| Can accommodate separate laboratories (including external analysis results). | | | |
| Unlimited users, all secure, with different levels of authorisation. | | | |
| Full audit trail. | | | |

| | | | |
|--|--|--|--|
| Information protection/confidentiality. | | | |
| The modules must include AT LEAST the following: | | | |
| Jobs/Orders and sample submission | | | |
| Instrument Management and Calibration | | | |
| Quality Control, multi-step verification, and non-conformances (Reference standards to be customisable as new limits are published) | | | |
| Document Management | | | |
| Digitally signed and secured COA (in PDF format) | | | |
| Configurable calculations | | | |
| Sample and Site management (Including batching, aliquots, partitioning) | | | |
| Sample differentiation (e.g. resample, audit sample, operational sample, etc.) | | | |
| Proficiency testing | | | |
| Client management, Complaints and Financial management (Will be implemented at a later stage but still needs to form part of Commissioning/Testing and Approval) | | | |
| Services | | | |
| Implementation, Testing and Commissioning | | | |
| Training (once off) | | | |
| Support (as and when required) | | | |
| Customisation (as and when required) | | | |
| Server Hosting | | | |
| Training Materials/videos and manuals | | | |

**** This column does not have to be completed. Only list comments if applicable.**

PHASE 3:

FUNCTIONALITY

- 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.
- 2 Proposals that do not score the minimum of 65% will not qualify for further evaluation.

| No. | Criteria | Points 1-5 | Weight | Score |
|-----|---|---------------------|--------|-------|
| 1 | Working experience with provision, installation and support of a LIMS system. List of current or completed projects with reference letter(s) that specify start and end dates, contact names and telephone numbers. If more than one reference letter is received, the date from first completed project will be used. | | 30 | |
| | | ≤1 years | | |
| | | ≤5 years | | |
| | | ≤10 years | | |
| | | ≤15 years | | |
| | | >15 years | | |
| 2 | Company clientele with provision, implementation and support of a LIMS system. List of completed projects with reference letter(s) that specify start and end dates, contact names and telephone numbers. | | 30 | |
| | | 1 reference Letters | | |
| | | 2 reference Letters | | |
| | | 3 reference Letters | | |
| | | 4 reference Letters | | |
| | | 5 reference Letters | | |
| 3 | Implementation Plan The bidder must demonstrate implementation period though providing the following: a clear project plan outlining timeframes (Gantt chart) from the Order date, and a methodology for implementation of services, including training and knowledge sharing (time frame to be included). | | 30 | |
| | | > 18 months | | |
| | | ≤ 18 months | | |
| | | ≤ 12 months | | |
| | | ≤ 9 months | | |
| | | ≤ 6 months | | |
| 4 | Customer Service/Support. Provide supporting documentation. Indicate methodology of customer service/support with clear timeframes of when issues are attended to and resolved. | | 10 | |
| | | > 5 days | | |
| | | ≤ 5days | | |
| | | ≤ 72 hours | | |
| | | ≤ 48 hours | | |
| | | ≤ 24 hours | | |

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 65% overall will not qualify for further evaluation.

1. Purpose

The purpose of this assignment is to request quotations for the Provision and Implementation of a Laboratory Information Management System (LIMS). To allow for monthly hosting services, the duration of the contract will be over a period of 36 months. A comprehensive LIMS System is needed, conforming to ISO17025:2017 requirements. Overberg Water Board will be using the LIMS on its journey for accreditation of its Laboratory(s) as well as data integration with the Department of Water and Sanitation's Water Quality Management System (IRIS).

2. Role of Overberg Water Board

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 organization is widespread in this region covering a geographical area of nearly 6 000km². Throughout this footprint, it is a legislative requirement to test and document water quality constituents throughout its distribution system.

3. Background

There is currently no Quality Management System, or in the case of a Laboratory, a LIMS system in place at Overberg Water Board for water quality data management and verification. A manual data entry system is currently used which does not conform to ISO17025:2017 standards. Overberg Water Board conducts nearly 30 000 tests annually (in-house and external) that requires data management, verification and approval. Thus, the need for an appropriate LIMS system to assist in this regard. The objective is to have the system implemented (at all 3 satellite laboratories) and customised to the needs of the business and to have it implemented within a period of 6months.

4. Scope of work

The Service Provider to supply and install a LIMS system that includes (but not limited to) the list as described in the Technical Specification. The entity has three (3) satellite laboratories; however implementation of the LIMS will be made central, at the Rûensveld East Laboratory. Afterwards, through in-house knowledge sharing and training, the system will be rolled out to the other laboratories. The Rûensveld East Laboratory will also be used for site-related engagements with the prospective bidder (coordinates -34.076234, 20.245964, N2).

The information loaded onto the LIMS and stored remotely remains the property of Overberg Water Board and if, for any reason, the service or hosting is cancelled or suspended, all information must be returned to Overberg Water Board in an acceptable format. Although the entity makes use of an ERP system, it is not a requirement at this stage to integrate to the ERP system.

The project will cover the following:

- Project Initiation and data gathering
- Implementation
- Customisation
- Training
- Testing and Approval
- Support

Applicants who submit Bids in response to this RFQ may be required to give a 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 bid. 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. Presentations are an option of Overberg Water Board and may or may not be conducted.

5. Project Duration

The contract period for this bid is 36 months from date of award and commissioning/testing is expected to be completed within a period of 6months after award.

6. 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 Quotation.

7. ANNEXURE A

| source_id | analysis_id | sample_id | sample_date | sample_time | sample_person | sample_type | site_id | det_id | analysis_value | unit_id | lab_date | lab_id | action_id | | |
|-----------|-------------|-----------|-------------|---|---------------|-------------|---------|--------|----------------|---------|------------|--------|-----------|--|--|
| 1 | 30 | 587 | 2016 01 11 | 14:30 | Z.Fali | 1 | 4 | 5 | 7.31 | 6 | 2016 01 11 | 501 | 1 | | |
| 1 | 31 | 587 | 2016 01 11 | 16:28 | Z.Fali | 2 | 4 | 7 | <0.2 | 5 | 2016 01 11 | 501 | 1 | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | source_id | This is the ref id received from IRIS for the LIMS system providing this data- Obtain this ID from the IRIS helpdesk | | | | | | | | | | | |
| | | | analysis_id | This is analysis_id from the LIMS system(with source_id) for the specific analysis - this must be unique but can be alpha numeric(i.e. BTA129878) | | | | | | | | | | | |
| | | | sample_id | This is the sample ref id for the specific analysis (e.g. in the above sample analysis 30,31 was done on sample 587) | | | | | | | | | | | |

Figure 1: Example of how the data is supposed to be exported. Forms part of Technical criteria no. 6

| | | | | | | | | | | | | | | | |
|--|--|--|----------------|---|--|--|--|--|--|--|--|--|--|--|--|
| | | | sample_time | the time of the sample (HH:MM) | | | | | | | | | | | |
| | | | sample_person | the person who took the sample | | | | | | | | | | | |
| | | | sample_type_id | type of sample (1 = Compliance,0=Audit,2=resample) | | | | | | | | | | | |
| | | | site_id | the site that was sampled - site needs to be registred within IRIS - this is the IRIS site id | | | | | | | | | | | |
| | | | det_id | determinant that was analyzed - print determinat master report for all IRIS determinant id's | | | | | | | | | | | |
| | | | analysis_value | the value of the analysis (can be preceeded with < or > e.g. <5.87 | | | | | | | | | | | |
| | | | unit_id | the unit of mesearement - print determinant master report for unit_id list | | | | | | | | | | | |
| | | | lab_date | the date the analysis was done | | | | | | | | | | | |
| | | | lab_id | the IRIS ref id for the specific lab (print lab master report for list of labs) | | | | | | | | | | | |
| | | | action_id | (1= add/update analysis , 0 = remove/delete the analysis) | | | | | | | | | | | |

RETURNABLE SCHEDULE 2 – PRICE SCHEDULE (SBD3.2)

The preferred service provider to provide Overberg Water rates to fulfill the scope of works listed above. **Failure to quote on ALL the line items below will be considered non-responsive.** Prices must be ALL INCLUSIVE i.e., training, meetings, or any other costs.

| ITEM | DESCRIPTION | UNIT QUANTITY | QUANTITY REQUIRED | RATE (Cost per unit) Rand | Amount (Rand) |
|---|---|------------------|----------------------|------------------------------|---------------|
| 1 | Hardware/ hosting | per month | 36 | | |
| 2 | Installation and Implementation (Including Administration, travelling for at least 5 engagements, etc.) | sum | 1 | | |
| 3 | Customization | sum | 1 | | |
| 4 | Training | sum | 1 | | |
| 5 | Testing and Commissioning | sum | 1 | | |
| Subtotal A | | | | | R |
| Contingencies (10%) | | | | | R |
| Subtotal B (A + Contingencies) | | | | | R |
| VAT @ 15% | | | | | R |
| TOTAL PRICE (INCL. VAT) CARRIED FORWARD TO FORM OF OFFER (A+B) | | | | | R |

Pricing Instructions:

2.1 By signing the Price Schedule, a bidder warrants that:

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

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

2.3 The bid must remain valid for 90 days after the closing date

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

Signature

Date

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

RETURNABLE SCHEDULE 3: DECLARATION OF INTEREST (SBD 4)

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, person or any 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.

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

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

| | POINTS |
|---|--------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

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.

- (g)

3.

3.1

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = 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

| Designated Group: An EME or QSE which is at last 51% owned by: | EME √ | QSE √ |
|---|-----------------|-----------------|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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
Edward Nwamafela – Supply Chain Management Unit, e-mail address : enwamafela@overbergwater.co.za.

9. Any quotation submitted shall remain valid, irrevocable and open for acceptance by Overberg Water for a period of one (1) month from the closing date.
10. A supplier may request in writing, and after the closing date, that his or her quotation be withdrawn, which withdrawal will be permitted or refused at the sole discretion of Overberg Water after consideration of the reasons for the withdrawal, which shall be set out by the supplier in such a written request for withdrawal.
11. All suppliers submitting quotations must be registered on National Treasury Central Supplier Database (CSD) as Overberg Water will not award any bid for price quotation to a bidder(s) not registered on the CSD. For more information of the Central Supplier Database please contact the helpdesk at 012 – 4069222 or email csd@treasury.gov.za
12. If the supplier is an employer as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 (COIDA), the supplier shall submit either a Letter of Good Standing issued by the Compensation Commissioner in terms of the COIDA, confirming that the supplier is registered as an employer in terms of the COIDA; or confirmation of cover with a licenced compensation insurer for the full extent of the supplier's potential liability as contemplated in terms of Section 84 of the COIDA.
13. No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed of or to be disposed of may directly or indirectly influence or interfere with the work of any Overberg Water officials involved in the procurement process in order, *inter alia*, to:
 - a) influence the process and/or outcome of a bid;
 - b) incite breach of confidentiality and/or the offering of bribes;
 - c) cause over-or under-invoicing;
 - d) influence the choice of procurement method or technical standards;
 - e) influence any Overberg Water Official in any way which may secure an unfair advantage during or at any stage of the procurement process.
14. Abuse of the supply chain management system is not permitted and may result in the quotation being rejected, cancellation of the contract, 'blacklisting', and/or any such remedies as set out in Overberg Water's SCM Policy.
15. Suppliers are required to complete all declarations in the Returnable Schedules attached hereto, failing which the quotation may be declared non-responsive.

16. An 80/20 price/preference points system will be applied to the evaluation of responsive quotations, whereby the order(s) will be placed with the supplier(s) scoring the highest total number of adjudication points.

16.1 Price shall be scored as follows:

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

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 contributor¹

Up to **20** tender evaluation points (Np) 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 |

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.

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.