

# REQUEST FOR QUOTATION

## SUPPLY CHAIN MANAGEMENT



Authorised: CEO

Version: 1

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**QUOTATION NUMBER: RFQ OW-427/2021/22**

**SUPPLY, DELIVERY, FITMENT, BALANCING AND REPAIR OF VEHICLE TYRES FOR OVERBERG WATER BOARD FOR A PERIOD OF 36 MONTHS**

**CLOSING DATE: 08 March 2023**

**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 Trident Park 3, Ground Floor, 1 Niblick Street, Somerset West, 7137, Cape Town.
- b) No late quotations will be accepted under any circumstances.
- c) Detailed specification is provided under Part A on page 21 of this RFQ document.
- d) Should the bidder opt to submit the quotation at the physical address personally or by courier the quotation must be submitted in a sealed envelope clearly reflecting the quotation number and description as indicated above.
- e) Suppliers are required to **complete and return all Returnable Schedules**, failing which the supplier's quotation may be rejected or declared non-responsive.
- f) For this quotation to be **valid** on the closing date, **all six (6) Returnable Schedules** listed below must be fully and properly completed and signed.
- g) Bidders must be registered on the National Treasury Central Supplier Database (CSD) as Overberg Water Board **will not award** any bid for price quotation to any bidder(s) not registered on the CSD. **For more information** of the **Central Supplier Database** please contact the National Treasury helpdesk at **012 – 4069222** or email **[csd@treasury.gov.za](mailto:csd@treasury.gov.za)**
- h) Acceptance/Contract Commencement and purchase orders:  
The supplier's offer will be accepted by Overberg Water Board when a purchase order and/or letter of appointment is issued to the supplier. The date of issue of the purchase order and/or letter of appointment shall be the commencement date of the contract. The supplier undertakes work and incurs expenses prior to the issuing of a purchase order and/or entirely at its own risk. Overberg Water Board shall only incur liability for payment in terms of this contract if a valid purchase order and/or letter of appointment has been issued to the supplier.

## INDEX

### RETURNABLE SCHEDULES

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

|   |   |
|---|---|
| 1 | SBD 1: Part A Invitation to Bid and Part B Terms and Conditions                                 |
| 2 | Price Schedule  |
| 3 | SBD 4 : Declaration of Interest   |
| 4 | SBD 6.1: Preference Points Claim form in terms of the Preferential Procurement Regulations 2017 |

### 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 |

#### **NB: Evaluation Criteria**

**The evaluation criteria for this response will be: Pre-qualification Evaluation which is the submission of mandatory requirements documents below and Price and BBEE preference points.**

## 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<br>REQUIRED  | TICK SUPPLIED |    |
|--|--|---------------|----|
|  |  | YES           | NO |
| Tax Compliance Status  | CSD Tax Compliance<br>Proof of CSD registration<br>number  |               |    |
| SBD1- Invitation to bid  | Completed and signed   |               |    |
| SBD 3.1-Returnable price Schedule  | Completed and signed   |               |    |
| SBD 4-Declaration of interest  | Completed and signed   |               |    |
| SBD 6.1-Preference Point claim form in terms of the<br>Preferential procurement regulation 2017  | Completed and signed   |               |    |
| Company registration certificate CIPRO / CIPC  | Company registration<br>documents / certificate<br>from CIPRO / CIPC   |               |    |
| Certified copy of B-BBEE contribution level certificate or<br>Sworn Affidavit  | Submitted BBEE<br>Verification Certificate<br>from SANAS   |               |    |
| Original Tax clearance certificate   | Valid Tax Certificate  |               |    |
| COIDA Certificate  | Submit a Valid COIDA<br>certificate  |               |    |
| Proof of Specification brochures for all SABS approved<br>tires  | Specification brochures  |               |    |
| Confirmation that workshop is within Overberg Water<br>Board operating area if bidding for <b>Caledon,<br/>Swellendam or Heidelberg workshop must be within<br/>that area of less than 60km.</b> | Submit municipal<br>account or lease<br>agreement of workshop<br>within Overberg Water<br>Board operating area |               |    |

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

## PART A

### 427/2021/22 INVITATION TO BID

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

|             |  |               |               |               |       |
|-------------|--|---------------|---------------|---------------|-------|
| BID NUMBER: | OW 427/2021/22   | CLOSING DATE: | 08 March 2023 | CLOSING TIME: | 12H00 |
| DESCRIPTION | DESCRIPTION: SUPPLY, DELIVERY, FITMENT, BALANCING AND REPAIR OF VEHICLE TYRES FOR OVERBERG WATER BOARD 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:                      | <input type="checkbox"/> |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input checked="" type="checkbox"/> Yes | No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes | 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? | Yes                    | No | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | Yes                            | No |
|   | [IF YES ENCLOSE PROOF] |    |  | [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

|   |
|---|
| <b>1. BID SUBMISSION:</b>   |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p> |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>   |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>  |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |
| <p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTHAFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>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.</b></p>   |

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

## RETURNABLE SCHEDULE 2 – PRICE SCHEDULE

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

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

**Bidders can bid on one, or All areas in the Pricing Schedule and Overberg Water can appoint one or several suppliers for the specific areas. Failure to quote on an all items in an area will be deemed non-responsive.**

**Validity: 90 days**

| ITEM NO.                     | TYRE SIZE /PER TYRE                        | TYPE OF VEHICLE | DESCRIPTION AND BRAND NAME OF NEW TYRES<br>(Prices must be inclusive of fitment and balancing) | UNIT PRICE (Excl. VAT) |
|------------------------------|--|-----------------|--|------------------------|
| <b>Area 1: Caledon</b>       |  |                 |  |                        |
| 1                            | 185/65/R15                                 | Nissan NP200    | Goodyear or equivalent   |                        |
| 2                            | 255/70/R16                                 | Ford Ranger     | Firestone or equivalent  |                        |
| 3                            | 245/70/R16                                 | Toyota Hilux    | Firestone or equivalent  |                        |
| 4                            | 195R14C                                    | Toyota Hiace    | Goodyear or equivalent   |                        |
| <b>Subtotal A1</b>           |  |                 |  |                        |
| 5                            | Puncture Repair                            |                 |  |                        |
| 6                            | Gaiter Repair inclusive of wheel balancing |                 |  |                        |
| <b>Subtotal B1</b>           |  |                 |  |                        |
| 7                            | Wheel alignment per vehicle                |                 |  |                        |
| <b>Subtotal C1</b>           |  |                 |  |                        |
| 8                            | Call out fee (Working Hours)               |                 |  |                        |
| 9                            | Call out fee (After Hours)                 |                 |  |                        |
| 10                           | Rates per km                               |                 |  |                        |
| <b>Subtotal D1</b>           |  |                 |  |                        |
| <b>TOTAL 1 (A1+B1+C1+D1)</b> |  |                 |  |                        |

| ITEM NO. | TYRE SIZE /PER TYRE | TYPE OF VEHICLE | DESCRIPTION AND BRAND NAME OF NEW TYRES<br>(Prices must be inclusive of fitment and balancing) | UNIT PRICE (Excl. VAT) |
|----------|---------------------|-----------------|--|------------------------|
|----------|---------------------|-----------------|--|------------------------|

| <b>Area 2: Swellendam</b> |  |               |                           |                              |
|---------------------------|--|---------------|---------------------------|------------------------------|
| <b>11</b>                 | 185/65/R15                                 | Nissan NP200  | Goodyear or equivalent    |                              |
| <b>12</b>                 | 205/70/R15                                 | Toyota Innova | Bridgestone or equivalent |                              |
| <b>13</b>                 | 245/70/R16                                 | Toyota Hilux  | Firestone or equivalent   |                              |
|                           |  |               |                           | <b>Subtotal A1</b>           |
| <b>5</b>                  | Puncture Repair                            |               |                           |                              |
| <b>6</b>                  | Gaiter Repair inclusive of wheel balancing |               |                           |                              |
|                           |  |               |                           | <b>Subtotal B1</b>           |
| <b>7</b>                  | Wheel alignment per vehicle                |               |                           |                              |
|                           |  |               |                           | <b>Subtotal C1</b>           |
| <b>8</b>                  | Call out fee (Working Hours)               |               |                           |                              |
| <b>9</b>                  | Call out fee (After Hours)                 |               |                           |                              |
| <b>10</b>                 | Rates per km                               |               |                           |                              |
|                           |  |               |                           | <b>Subtotal D1</b>           |
|                           |  |               |                           | <b>TOTAL 1 (A1+B1+C1+D1)</b> |

| <b>ITEM NO.</b>           | <b>TYRE SIZE /PER TYRE</b>                 | <b>TYPE OF VEHICLE</b> | <b>DESCRIPTION AND BRAND NAME OF NEW TYRES</b><br>(Prices must be inclusive of fitment and balancing) | <b>UNIT PRICE (Excl. VAT)</b> |
|---------------------------|--|------------------------|---|-------------------------------|
| <b>Area 3: Heidelberg</b> |  |                        |   |                               |
| <b>1</b>                  | <b>20</b>                                  | 185/65/R15             | Nissan NP200  |                               |
| <b>2</b>                  | <b>21</b>                                  | 245/70/R16             | Toyota Hilux  |                               |
| <b>3</b>                  | <b>22</b>                                  | 185/70/R14             | Toyota Avanza   |                               |
|                           |  |                        |   | <b>Subtotal A1</b>            |
| <b>5</b>                  | Puncture Repair                            |                        |   |                               |
| <b>6</b>                  | Gaiter Repair inclusive of wheel balancing |                        |   |                               |
|                           |  |                        |   | <b>Subtotal B1</b>            |
| <b>7</b>                  | Wheel alignment per vehicle                |                        |   |                               |
|                           |  |                        |   | <b>Subtotal C1</b>            |
| <b>8</b>                  | Call out fee (Working Hours)               |                        |   |                               |
| <b>9</b>                  | Call out fee (After Hours)                 |                        |   |                               |
| <b>10</b>                 | Rates per km                               |                        |   |                               |
|                           |  |                        |   | <b>Subtotal D1</b>            |
|                           |  |                        |   | <b>TOTAL 1 (A1+B1+C1+D1)</b>  |

**Pricing Instructions:**

- (a) Price increase per item will be limited to CPIX **plus** .....%
- (b) Bidders should also indicate when prices will increase.

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 interest<sup>1</sup> 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 consortium<sup>2</sup> 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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## 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                                       |            |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right)
 \end{array}$$

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>B-BBEE Status Level of Contributor</b> | <b>Number of Points for Preference (80/20)</b> | <b>Number of Points for Preference (90/10)</b> |
|---|--|--|
| 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 Groupowned                     | 5                                       | 2.5                                     |
| 100% Black DesignatedGroup 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 authorized 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 favorable 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.

|   |
|---|
| .....<br><b>SIGNATURE(S) OF TENDERER(S)</b> |
| <b>SURNAME AND NAME:</b> .....              |
| <b>DATE:</b> .....                          |
| <b>ADDRESS:</b> .....                       |
| .....                                       |
| .....                                       |
| .....                                       |

# PART A – SPECIFICATIONS

## 1. Background

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.

### SECTION 1.4: SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

1.4.2 Prices shall be per (one) unit.

1.4.3 A 24 – Hour Roadside Assistance (to repair tyres at the place where the breakdown occurred) must also be provided.

1.4.4 The following detail must be specified on the invoice:

- (a) Registration number of vehicle
- (b) Odometer reading
- (c) Job done (new tyre, repair etc.)
- (d) Tyre details – make, size, serial number
- (e) Wheel position

1.4.5 Two different size tyres are not permitted on the same axle.

1.4.6 Tyres of different types (eg cross-ply or radial-ply) are also not permitted on the same axle.

1.4.7 Only value type tyres will be accepted. No budget type tyres will be considered.

1.4.8 Written notification of price adjustments must be submitted before each contract year.

1.4.10 The fitting of “gaiter” and “flaps,” wheel balancing, alignment and call-out and transport fees, will be awarded for each transaction since it would be impractical to split these services for a specific job, eg to have wheel balancing done by one supplier and take it to another for alignment.

1.4.11 Wheel alignment specifications:

Caster: Is a stability angle measured in degrees.

Camber: Angle is read one degree plus or minus 30 minutes.

Toe: Read in fractions of an inch.

1.4.11 All tyres must conform to SABS standards

1.4.12 This Standard applies to all Local Manufactures as well as Importers of tyres.

1.4.13 Bidders must have a fully equipped workshop facility within **the service area of Overberg Water** and the workshop must comply with the Safety Standards and those standards from their Manufactures.

1.4.14 Bidders must submit proof that they are agents of the specific brand (s) from their manufactures.

1.4.15 Evaluation will be done per tyre size.

## 6 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 Trident Park 3, Ground Floor, 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 Nompumelelo Khumalo – Supply Chain Management Unit, e-mail [address.nkhumalo@overbergwater.co.za](mailto:address.nkhumalo@overbergwater.co.za); Edward Nwamafela [enwamafela@overbergwater.co.za](mailto:enwamafela@overbergwater.co.za) Technical enquiries. Mr. Dihajo Fransman : [dfransman@overbergwater.co.za](mailto:dfransman@overbergwater.co.za)

9. Any quotation submitted shall remain valid, irrevocable, and open for acceptance by Overberg Water for a period of Two (2) months from the closing date.
10. A supplier may request in writing, and after the closing date, that his or her quotation be withdrawn, which withdrawal will be permitted or refused at the sole discretion of Overberg Water after consideration of the reasons for the withdrawal, which shall be set out by the supplier in such a written request for withdrawal.
11. All suppliers submitting quotations must be registered on National Treasury Central Supplier Database (CSD) as Overberg Water will not award any bid for price quotation to a bidder(s) not registered on the CSD. For more information of the Central Supplier Database please contact the helpdesk at 012 – 4069222 or email [csd@treasury.gov.za](mailto:csd@treasury.gov.za)
12. If the supplier is an employer as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 (COIDA), the supplier shall submit either a Letter of Good Standing issued by the Compensation Commissioner in terms of the COIDA, confirming that the supplier is registered as an employer in terms of the COIDA; or confirmation of cover with a 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: Ps is the number of points scored for price;  
Pt is the comparative price of the quotation under consideration;  
Pmin is the comparative price of the lowest responsive quotation.

16.2 Preference points shall be scored as follows:

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

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

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

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

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

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

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

<sup>1</sup>

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.