

	REQUEST FOR QUOTATION		Form No: RW SCM 00016 F	
			Revision No: 06	
			Effective Date: February 2020	

BID NUMBER:	10398336RR	CLOSING DATE:	03 March 2022	CLOSING TIME:	12H00
DESCRIPTION:	Development of an Online Bid Response				
BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	25 February 2022				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Thabo Mbende	CONTACT PERSON	Ntikane Radebe
TELEPHONE NUMBER	011 682 0537	TELEPHONE NUMBER	011 682 0208
E-MAIL ADDRESS (Submissions must be made to this address)	scmquotations@randwater.co.za	E-MAIL ADDRESS	nradebe@randwater.co.za

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS 1			
E-MAIL ADDRESS 2			
VAT REGISTRATION NUMBER			CIDB GRADING
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT (EMEs and QSEs) ☐ Yes ☐ No

BID SUBMISSION: - Bids must be submitted by the stipulated time to the email address stipulated above. Late bids will not be accepted for consideration. All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document. - No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members / persons in the service of the state." <i>Rand Water will provide any clarifications / addenda / extension of closing date by no later than three (3) calendar days before the closing date.</i>
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1. SCOPE OF WORK

1.1. DESCRIPTION

Request for Quotation for the development and maintenance of an online bids response web application for Rand Water.

Rand Water requires a suitably qualified software development service provider to develop a web application that should be hosted on the Microsoft Azure (South Africa Availability Zone) using Microsoft Azure technologies with the below functionality and security features. All software licenses and hosting fees will be carried by the service provider. The service provider will be required to maintain the application for a period of 12 months from 1 January 2022, fixing and correcting any uncovered software bugs, with the option to renew the contract. The development should be fully documented in such a way that another competent service provider will be able to understand and take over the maintenance of the software should Rand Water wish to source another service provider. The development should be completed as follows:

The bids submission, including the publishing of adverts and viewing of the bids- 31 December 2021

Functionality

1. Publish the advertisement of bids on the web application for public consumption with appropriate reference numbers
2. Enable the online viewing of the bids by the public during the advertisement period
3. Allow for the expiry of the advertisement period and the removal of the expired advertisement documents
4. Enable the public to respond online to those bids by filling any required information and submit any required electronic document attachments e.g. (supplier name, contact person, contact number, email address).
5. Allow for notifications of submissions to be sent to the responsible Rand Water official
6. Allow for proof of submission to be sent and printed by the bidder which can be referenced back to the bid being responded
7. Allow for all the submission and submitted bid documents from the bidder to be accessed by the Rand Water officials for evaluation with read only access.
8. Record the date and time of the submission
9. Store the data and the uploaded documents in a way that it can't be changed (protect its authenticity).
10. Allow for a high volume of data to be submitted at the same time, i.e. high capacity, Stress tolerance, to ensure that it does not crash when all suppliers respond at the last minute.
11. The system should allow the supplier to make correction before the closing date by re-submitting/uploading the documents.
12. The last documents submitted should replace the initial submission of all the documents.

Reports

13. Provide activity reports related to the advertised bids and respective responds to those bids
14. Provide audit reports with regard to the documents accessed by bidders and Rand Water officials

Security

15. Ensure that the web application is secured from known cybersecurity attacks such as, and not limited to denial of attacks etc.
16. Ensure that any information and/or documents submitted by bidders is sanitized for any malware; viruses; Trojans etc.

Maintenance

17. Fix and correct any uncovered software bugs
18. Regularly monitoring the web application and fine tuning the performance of the web application

Accessibility

20. The web application should be accessible through a URL link published on a webpage in the current Rand Water website (<https://www.randwater.co.za>) re-directing users to it (i.e. the web application).

1.2. PRICING SCHEDULE

The Supplier must complete the following pricing schedule:

	MILESTONES / LINE ITEMS	MINIMUM THRESHOLD FOR LOCAL CONTENT	RAND WATER ASPIRATION PRICE	TIMEFRAME (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
1.	Solution development		500,000.00	As per Project timelines		1	
2.	Software licensing and/or subscription fees		400,000.00				
3.	Training		200,000.00	As per Project timelines		1	
4.	Support and Maintenance of the system.		500,000.00			12 Months	
5.	Change Management		100,000.00	As per Project timelines		1	
TOTAL			1,700,000.00				
VAT			255,000.00				
TOTAL [VAT INCLUDED]			1,955,000.00				

2. AWARDING STRATEGY

The maximum number of suppliers to be awarded this RFQ is 1.

3. EVALUATION CRITERIA

3.1. Pre-Qualifiers

3.1.1. Supplier must submit a letter from the partner confirming business partnership, if not main OEM.

3.1.2. Implementation Pricing schedule must be fully completed and signed.

3.2. The functionality evaluation criteria are as follows:

ADJUDICATION CRITERIA		WEIGHT
1.	Previous Related Experience (Similar to current RFQ Scope/Work) The rating of this item is based on a four-point scale: • None = 0 % - No submission • Weak = 33.3% - 1 Company reference • Moderate = 66.7% - 2 Company references • Good = 100% - 3 Company references	25
2.	Human Resource Capacity Adjudicated based on Human Resource Capacity Schedule required for the execution of the scope of work. The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work. The rating of this item is based on a four-point scale: • None = 0 % - No submission • Weak = 33.3% - Company organogram not reflecting the resource needs for the scope of work • Moderate = 66.7% - Company organogram partially addressing the resource needs for the scope of work	25

ADJUDICATION CRITERIA		WEIGHT
	Good = 100% - Company organogram adequately addressing the resource needs for the scope of work	
3.	Equipment Resource Capacity <i>Adjudicated based on Equipment Resource Capacity (Plant, Equipment, vehicles, computers, software's etc.) The purpose is to establish an overall picture of the company's equipment resource capacity and ability to undertake the work and will therefore be services/goods specific.</i> The rating of this item is based on a four-point scale: - None = 0 % - No submission - Weak = 33.3% - Minimal capacity in relation to the scope - Moderate = 66.7% - Capacity meets the scope requirements with some gaps - Good = 100% - Capacity meets the scope requirements	25
4.	Work Breakdown / Schedule / Project Programme <i>Aligned with Contractual requirements, credible and acceptable</i> The rating of this item is based on a four-point scale: - None = 0 % - No submission - Weak = 33.3% - The work breakdown/ schedule / project programme is submitted but is unclear. - Moderate = 66.7% - The work breakdown/ schedule / project programme is submitted and has some indication of the duration. - Good = 100% - The work breakdown/ schedule / project programme is submitted and has a clear indication of the duration and delivery date.	25
TOTAL		100

3.3. Responses are required to meet a **minimum of 60 points** on the functionality evaluation to be further evaluated on the preference points. Responses that do not meet a minimum of 60 points will be deemed non – responsive and will not be evaluated further.

3.4. The quotation will be evaluated on functionality and the **80/20 preference points principle**.

3.5. ***Rand Water does not bind itself to accept a quotation with the lowest price.***

4. RETURNABLE DOCUMENTS

The following documents **must** be returned together with this RFQ:

Required for Evaluation

4.1. 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.

4.2. Evidence for the measurement of the functionality criteria. Templates are accessible on Rand Water's [website](#).

Required Before Award

4.3. Company resolution letter (proof of authority)

4.4. Completed and signed SBD 4 Form (Declaration of Interest) accessible on the National Treasury website <https://etenders.treasury.gov.za/> and Rand Water's [website](#).

4.5. Letter of Good Standing, COID

5. GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to the award. The Supplier agrees to adhere to the terms and conditions.

5.1. DEFINITIONS

5.1.1. In the General Conditions of Purchase, the terms below shall have the following meanings, unless it is inconsistent with the context of the Purchase Order:

"PURCHASE ORDER"	means the order between Rand Water and the Supplier;
"DELIVERY"	means delivery in accordance with the conditions of the Purchase Order at the stated delivery point;
"SUPPLIES"	means any services, equipment, goods, items or materials to be delivered by the Supplier in terms of the Purchase Order;
"SUPPLIER"	means the party appointed by Rand Water and with whom Rand Water places the Purchase Order.

5.2. FIXED PRICE

The price stated in the Purchase Order shall be regarded as fixed and is invariable and not subject to adjustments unless otherwise agreed between the parties in writing.

5.3. DELIVERY TIME OR DATE

The delivery time or date stated in the Purchase Order shall be regarded as fixed and the Supplier shall adhere strictly thereto. Rand Water reserves the right to cancel any order issued if delivery is not made as agreed and the Supplier will not be entitled to any cancellation fees.

5.4. PURCHASE ORDER

5.4.1. In terms of this order Rand Water undertakes to procure, and the Supplier undertakes to supply the products and/or services as contained on the Purchase Order. This however, does not prohibit Rand Water to procure additional products/services, and or to procure the same/similar products/services, from any other Supplier.

5.4.2. The Purchase Order number stated in the Order shall be indicated clearly on all documentation to be issued by either party to the other.

5.5. LETTER OF AWARD

Upon appointment, the Supplier shall be required to sign a Letter of Award. In the event that the Letter of Award is not accepted within the times indicated in such letter, the letter will automatically terminate and will not be enforceable.

5.6. CANCELLATION OF ORDER

5.6.1. Should the Supplier fail to deliver the goods at the time agreed to, or should it not comply with any other essential condition of the Purchase Order, Rand Water shall be entitled in writing to cancel the Purchase Order, without any adverse cost implications for Rand Water.

5.6.2. The aforesaid cancellation shall not prevent Rand Water from exercising any of its rights available in terms of the Purchase Order.

5.7. DISPATCH OF SUPPLIES

Rand Water shall not be responsible for any risk in and to the goods before delivery of such goods has taken place.

5.8. SPECIFICATIONS

5.8.1. The Supplier shall ensure that the service to be rendered shall in all respects be in accordance with the requirements and stipulations set out in the Purchase Order. All materials and consumable items if applicable shall be new and unused, unless otherwise agreed to in writing.

5.8.2. Rand Water shall be entitled to return any goods with defects or deviations from the agreed specification within 7 days after date of delivery and will not be liable for any

5.13. FORCE MAJEURE

Any Force Majeure event experienced by the Supplier that is likely to affect the timeous delivery of any items on the Purchase Order shall be communicated to Rand Water in writing within forty-eight (48) hours of the Supplier becoming aware of such circumstance. Force Majeure event means:

- natural disasters
- war, act of foreign enemies
- riot, civil commotion
- strike, lockout, other labour disturbance (including those involving the Supplier's employees) or

any other circumstances beyond the control of the Supplier and which in the absence of this paragraph will operate to frustrate the timeous delivery of the item and/or service.

5.14. WARRANTY

5.14.1. The Supplier warrants that all goods and Services supplied under this Purchase Order will be in accordance with all contract requirements and free from defects or inferior materials, equipment, and workmanship for twelve (12) months after final acceptance of the goods or Services.

5.14.2. If Rand Water finds the warranted goods or Services need to be repaired, changed or re-performed, Rand Water shall so inform the Supplier in writing and the Supplier shall promptly and without expense to Rand Water replace or satisfactorily correct the goods or Services.

5.14.3. Any goods, services or parts thereof so corrected, shall also be subject to the provisions of this Clause, and the warranties for such goods, Services or part thereof shall be for twelve (12) months from the date of Rand Water's final acceptance of such corrected goods or Services.

5.14.4. The Supplier further warrants the goods/services will meet and are suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. Goods/services that do not conform to the above warranties may, at any time within 12 months after delivery to Rand Water, be rejected and returned to the Supplier, and if Rand Water has incurred any expenses as a result thereof, Rand Water will be entitled to recover same from the Supplier.

5.15. TERMINATION FOR CONVENIENCE

Rand Water reserves the right, at any time, in its own best interest, and without liability, to terminate a Purchase Order in whole or in part, by written notice of termination for convenience to the Supplier. If the Purchase Order is so terminated, then, within thirty (30) days following the Supplier's receipt of the termination notice, the Supplier shall submit a claim for equitable adjustment. If the termination involves only services, Rand Water shall be obligated to pay only for services performed satisfactorily before the termination date.

5.16. TERMINATION FOR DEFAULT

Rand Water may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate a Purchase Order in whole or in part by written notice of default if the Supplier:

- fails to deliver in terms of the Purchase Order or perform the services within the time specified;
- fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or
- fails to comply with any of the other instructions, terms, or conditions. Rand Water's right to terminate for default may be exercised if the Supplier does not cure the failure within ten (10) days after receiving the notice of such failure.

5.17. AMENDMENT OF ORDER

5.17.1. No amendment or variations to the Purchase Order shall be permitted without the written approval of Rand Water.

5.17.2. No price adjustments shall be accepted unless stipulated in the quotation document received. The Supplier shall be obliged to supply the goods and services on the quoted prices, if the Purchase Order was placed within valid time of quotation.

5.18. CESSION OF CONTRACTS

The Supplier may not, cede, delegate, relinquish or transfer to anyone his rights and/or obligations without the prior written consent of Rand Water.

5.19. DISPUTE RESOLUTION

All disputes between the parties shall, when all efforts to resolve such dispute by negotiation have failed shall be resolved by way of arbitration under the auspices of the Arbitration Foundation of

cost.

5.9. GUARANTEE

Save for consumables, the Supplier guarantees the workmanship and materials and any components thereof will be free of any defects for a period of at least 12 (twelve) months after the acceptance thereof by Rand Water, reasonable wear and tear will be accepted.

5.10. PAYMENT

Rand Water does not allow advance payments to the Supplier.

5.10.1. Payment of an invoice shall not prevent Rand Water from subsequently disputing all or any of the fees in good faith whether during or after the term of the Purchase Order.

5.10.2. Payments shall be effected within 30 days after submission of monthly statement.

5.10.3. Rand Water shall endeavour to make payment within 30 days from date of monthly statement, date of the aforesaid monthly statement should reflect the last day of the month wherein the services being invoiced were rendered.

5.11. LIABILITY FOR COSTS, DAMAGES OR EXPENSES

Rand Water may deduct all costs, damages or expenses, or any other amount for which the Supplier is liable in terms of the Purchase Order, from moneys due to or becoming due to the Supplier in terms of any subsequent Purchase Orders or the contract between the Supplier and Rand Water. Rand Water is herewith irrevocably and *in rem suam* authorized.

5.12. PENALTY AND PERFORMANCE CLAUSE

5.12.1. Should the Supplier fail to perform and make delivery in terms of the Purchase Order, exception of Force Majeure specified in Clause 8.13, Rand Water shall be entitled to impose a penalty, which shall be deducted from the payment statement. The imposition of such penalty shall no relieve the Supplier from its obligation to complete the services or from any of its obligations and liabilities under the Purchase Order.

5.12.2. Every day, following the day on which a Failure arose ("day 1"), that a Failure persists without being rectified, shall be deemed a new incidence of a Failure for which the Supplier shall incur a penalty deduction.

Southern Africa ("AFSA") as per AFSA's rules, in Sandton, Johannesburg. Either party shall however be entitled to proceed to the South Gauteng High Court (to which jurisdiction the parties hereby consent) for any urgent, interim or interdictory relief, as that party may deem necessary in the circumstances in order to protect its rights or interests under a Purchase Order or these terms and conditions.

5.20. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

5.20.1. The Parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of, and in connection with this Agreement, the physical addresses as they appear on the Purchase Order.

5.20.2. Any notice to be given hereunder shall be given in writing and may be given either personally (i.e. per hand or courier) or may be sent by registered post and addressed to the relevant party at its domicile or to such other address as shall be notified in writing by either of the parties to the other from time to time. Any notice given by registered post shall be deemed to have been served on the expiry of 7 (seven) calendar days after same is posted. Any notice delivered personally shall be deemed to have been served at the time of delivery.

5.21. LAW

The Purchase Order shall be governed and interpreted in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the South African courts to which the Supplier hereby irrevocably submits but without prejudice to Rand Water's right to take proceedings against the Supplier in other jurisdictions.

SIGNED at _____ on _____

For and on behalf of Supplier

Who warrants being duly authorised

Name:

Designation: