

REQUEST FOR QUOTATION

SUPPLY CHAIN MANAGEMENT



Authorised: CEO

Version: 1

Pages 23

QUOTATION NUMBER: RFQ OW 091 2024/25

DESCRIPTION: SUPPLY AND DELIVERY OF LABORATORY GLASSWARE AND EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

CLOSING DATE:

8 July 2025

CLOSING TIME:

12:00

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 or emailed to xndlela@overbergwater.co.za.
- b) No late quotations will be accepted under any circumstances.
- c) Detailed specification is provided under Part A on page 20 of this RFQ document.
- d) Should the bidder opt to submit the quotation at the physical address personally or by courier, the quotation must be submitted in a sealed envelope clearly reflecting the quotation number and description as indicated above.
- e) Suppliers are required to **complete and return all Returnable Schedules**, failing which the supplier's quotation may be rejected or declared non-responsive.
- f) For this quotation to be **valid** on the closing date, **all six (6) Returnable Schedules** listed below must be fully and properly completed and signed.
- g) Bidders must be registered on the National Treasury Central Supplier Database (CSD) as Overberg Water Board **will not award** any bid for price quotation to any bidder(s) not registered on the CSD. **For more information** of the **Central Supplier Database** please contact the National Treasury helpdesk at **012 – 4069222** or email **csd@treasury.gov.za**
- 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 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 has been issued to the supplier.

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RETURNABLE SCHEDULES

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

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SBD1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
ANNEXURE A3 (See Attached) PRICING SUBMISSION.	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. Bidders who are not VAT Vendors are not allowed to charge VAT Bidders are required to constantly verify their TAX Status on CSD to ensure that their tax matters are in order	
SBD4	C	This document must be completed in full. Bidders' attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interests in other companies whether they have bided or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be in line with what is captured in the CSD report	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of registration on CSD Report	
Certificate of authority for signature	G	3 Different forms are attached. Bidders are required to only complete one form which is relevant to their situation	
Copy of an Identity document of the authorized individual	H	The ID copy to be attached should be that of a person authorised to represent the Supplier/Service provider as per the completed certificate of authority for signatory form	
Copy of Company's CIPC Certificate	I	Bidders are required to attach copies of the CIPC Certificates	

MANDATORY REQUIREMENTS

(Failure to provide the following will be deemed non-responsive)

DOCUMENT	DIRECTIVE	COMPLIED/NOT COMPLIED
ISO 9001:2015 valid certificate(s)	Bidders are required to provide certificates for ALL Manufacturers listed in the Pricing Schedule: Group B. This is not applicable for Bidders only bidding on Group A of the Pricing Schedule.	
<u>ONE</u> Positive Reference letter within the last 5 years where Laboratory Equipment <u>OR</u> glassware was delivered to a PUBLIC ENTITY <u>OR</u> SANAS accredited testing Laboratory The Letter must be on the Referee's letterhead and be signed and dated within the last 5 years.	Bidders are required to provide one positive reference letter from a contactable Public Entity or SANAS accredited testing Laboratory as described. Overberg Water will verify the letter with the relevant Referee. If the letter is from a SANAS accredited testing Laboratory, the Bidder must ALSO provide the VALID SANAS certificate of the Laboratory. Overberg Water will verify the authenticity of this certificate.	

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF OVERBERG WATER

BID NUMBER:	OW 091 2024/25	CLOSING DATE:	08 July 2025	CLOSING TIME:	12:00 PM
DESCRIPTION	Supply and delivery of Laboratory Glassware and equipment as and when required for a period of 3years				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 1 NIBLICK WAY, SOMERSET WEST, 7130					

Overberg Water	Email address: xndlela@overbergwater.co.za
Ground Floor, Trident Park 3	
1 Niblick Way	
Somerset West, 7130	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms Z. Tamarana	CONTACT PERSON	Mr D. Fransman
TELEPHONE NUMBER	0218512155	TELEPHONE NUMBER	0218512155
FACSIMILE NUMBER	-	FACSIMILE NUMBER	-
E-MAIL ADDRESS	ztamarana@overbergwater.co.za	E-MAIL ADDRESS	-

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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE EMAILED/DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 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."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

RETURNABLE SCHEDULE 2 – PRICE SCHEDULE

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

- I. THE PRICING SCHEDULE CONSIST OF 2 GROUPS (GROUP A AND GROUP B).**
- II. ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**
- III. APPOINTMENTS WILL BE MADE PER GROUP AND BIDDERS MAY QUOTE ON ONE OR BOTH GROUPS.**
- IV. HOWEVER, FAILURE TO QUOTE ON ALL ITEMS WITHIN A GROUP WILL BE REGARDED AS NON-RESPONSIVE.**
- V. Validity: 60 days
- VI. Some items may come in packages. Bidders are requested to calculate the unit prices for ONE unit and include it in the Pricing Schedule

GROUP A:

BIDDER: _____

ITEM	DESCRIPTION	UNIT	UNIT RATE (RAND)
1	Pipette filler/Pi pump 20ml	EACH	
2	Rubber/Silicon Pipette filler bulb 54mm	EACH	
3	Pipette Brush 10mm, 650mm length	EACH	
4	Plastic Graduated Pipette 1ml	EACH	
5	Plastic Graduated Pipette 3ml	EACH	
6	Plastic Graduated Pipette 5ml	EACH	
7	Burette with stopcock 25ml	EACH	
8	Burette with stopcock 50ml	EACH	
9	Shillings Complete Burette 25ml	EACH	
10	Shillings Complete Burette 50ml	EACH	
11	Shillings Bottle and fitting 500ml	EACH	
12	Retort stand	EACH	
13	Burette clamp Double	EACH	
14	Burette Brush 25mm, 100ml length	EACH	
15	Plastic Burette 25ml	EACH	
16	Washbottle 500ml	EACH	
17	Glass Measuring cylinder 500ml	EACH	
18	Glass Measuring cylinder 1000ml	EACH	
19	Plastic Measuring cylinder 10ml	EACH	
20	Plastic Measuring cylinder 50ml	EACH	
21	Plastic Measuring cylinder 100ml	EACH	
22	Plastic Measuring cylinder 250ml	EACH	
23	Plastic Measuring cylinder 500ml	EACH	
24	Plastic Measuring cylinder 2000ml	EACH	
25	Glass funnel 100mm short stem	EACH	
26	Plastic Funnel 50mm	EACH	

27	Plastic Funnel 100mm	EACH	
28	Plastic Funnel 200mm	EACH	
29	Plastic Funnel 260mm	EACH	
30	Schott Amber Bottles 500ml	EACH	
31	Schott Amber Bottles 1000ml	EACH	
32	Reagent Bottles 100ml	EACH	
33	Plastic graduated bottle 250ml	EACH	
34	Plastic graduated bottle 500ml wide mouth	EACH	
35	Glass Beaker 25ml	EACH	
36	Glass Beaker 50ml	EACH	
37	Glass Beaker 100ml	EACH	
38	Glass Beaker 500ml	EACH	
39	Glass Beaker 1000ml	EACH	
40	Plastic Beaker 25ml	EACH	
41	Plastic Beaker 50ml	EACH	
42	Plastic Beaker 100ml	EACH	
43	Plastic Beaker 500ml	EACH	
44	Plastic Beaker 1000ml	EACH	
45	Plastic Beaker 5000ml	EACH	
46	Thermometer Spirits -10C - 110C	EACH	
47	Magnet stirrer bars set 10mm - 40mm	EACH	
48	Magnetic retriever 400mm	EACH	
49	Eyewash bottle 500ml	EACH	
50	SS Chattaway spatula 150mm	EACH	
51	SS Chattaway spatula 200mm	EACH	
52	Glass Stirring rod 300mm	EACH	
53	Glass Erlenmeyer/conical flask 50ml	EACH	
54	Glass Erlenmeyer/conical flask 100ml	EACH	
55	Glass Erlenmeyer/conical flask 150ml	EACH	
56	Glass Erlenmeyer/conical flask 200ml	EACH	
57	Glass Erlenmeyer/conical flask 500ml	EACH	
58	Plastic Erlenmeyer/conical flask 100ml	EACH	
59	Plastic Erlenmeyer/conical flask 150ml	EACH	
60	Plastic Erlenmeyer/conical flask 200ml	EACH	
61	Plastic Erlenmeyer/conical flask 500ml	EACH	
62	Glass Volumetric Flask 250ml	EACH	
63	Glass Volumetric Flask 500ml	EACH	
64	Glass Volumetric Flask 1000ml	EACH	
65	Glass Volumetric Flask 2000ml	EACH	
66	Plastic Volumetric Flask 250ml	EACH	
67	Plastic Volumetric Flask 1000ml	EACH	
68	Delivery to 1 Niblick Way, Somerset West, 7130	EACH	
SUBTOTAL			
VAT @ 15%			
TOTAL PRICE (INCL. VAT) FOR YEAR 1			
Escalation Year 2: CPI @ 4.4% (plus)(minus) _____ % = _____ %			
Escalation Year 3: CPI @ 4.4% (plus)(minus) _____ % = _____ %			

Any item not listed in the Pricing Schedule will require a separate quotation to be approved by Overberg Water at 0% mark-up.

GROUP B:

BIDDER: _____

ITEM	DESCRIPTION	Manufacturer (Bidder to Specify)	UNIT	UNIT RATE (RAND)
1	pH, EC, TDS meter		EACH	
2	Colour meter		EACH	
3	Turbidity meter		EACH	
4	Hotplate/Magnetic Stirrer		EACH	
5	Top loading balance		EACH	
6	Water Destiller		EACH	
7	Chlorine meter		EACH	
8	Spectrophotometer		EACH	
9	Dissolved Oxygen meter		EACH	
10	Delivery	N/A	EACH	
SUBTOTAL				
VAT @ 15%				
TOTAL PRICE (INCL. VAT) FOR YEAR 1				
Escalation Year 2: CPI @ 4.4% (plus)(minus) _____ % = _____ %				
Escalation Year 3: CPI @ 4.4% (plus)(minus) _____ % = _____ %				

Any item not listed in the Pricing Schedule will require a separate quotation to be approved by Overberg Water at 0% mark-up.

- 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 60 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: BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....

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

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

AT 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 3: PREFERENCE POINTS CLAIM FORM (SBD 6.1)

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	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to 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:

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

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:

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

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.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise western cape	2	
B-BBEE status level contributors from level 1 and 2 which are EME or QSE	3	

TOTAL points for specific goals	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

Company [TICK APPLICABLE
BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Specific goals” means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programs of the Reconstruction of Development Programme as published in *Government Gazette* No. 16085 date 23 November 1994.

“Ownership” means the percentage ownership and control, exercised by individuals within an enterprise.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

- i. A blind person (in terms of the Blind Persons Act, 1968 (Act no.26 of 1968);
- ii. A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication.
- iii. A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another.
- iv. A person who requires an artificial limb; or
- v. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act no. 18 of 1973).

“Youth” means, in respect of a person younger than 35 years of age.

“Location of enterprise” Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to claim and be allocated the points.

Women, disability, and youth will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets the criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e., they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Table 1: Documents required for verification of Bidder’s claimed points

Documents/ information listed on the below table 6 must be submitted to support and verify points claimed as per **Table 1**

Specific Goal	Requires Proof Documents
Women Ownership	Full CSD Report
Disability Ownership	Full CSD Report(medical certificate)
Youth Ownership	Full CSD Report
Location of enterprise	Full CSD Report(municipality account or Lease agreement)
B-BBEE status level contribution QSE or EME	Valid B-BBEE certificate/sworn affidavit Consolidated B-BBEE certificate in cases of Joint Ventures (JV) Full CSD Report for each bidder who formed a (JV)

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

RESOLUTION OF BOARD OF DIRECTORS (IF APPLICABLE)

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the Overberg Water .
2. Mr/Mrs/Ms

In his/her capacity as

and who will sign as follows:

(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a quotation to Overberg Water.

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

and

and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the Overberg Water in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the Overberg Water in respect of the project under item 1:

(Physical Address)

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES ☐ NO ☐
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.

PART A – SPECIFICATIONS

1. DESCRIPTION OF WORKS

The successful tenderer will be appointed to supply and deliver services to Overberg Water as per Price Schedule.

2. SPECIAL CONDITIONS OF CONTRACT

- 2.1 All Laboratory testing equipment, instrumentation, glassware and consumables must conform to international best practice and be able to be used in ISO 17025 compliant laboratories.
- 2.2 For any item not included in the Pricing Schedule, the Bidder must source a total of 3 quotations for Overberg Water for consideration and approval before any order may be issued. 0% markup will be applicable.
- 2.3 All Laboratory instruments and testing equipment must carry a minimum replacement warrantee of 2 years supplied to Overberg Water on delivery.
- 2.4 All glassware and instrumentation will be inspected on delivery. Manufacturing defects or breakages during transit will be returned to the Supplier at no cost to Overberg Water.
- 2.5 All consumables must have a minimum shelf-life of 24 months.
- 2.6 Lead times must be less than 21 working days. Overberg Water may cancel the contract if the Supplier cannot deliver within the specified timeframe.
- 2.7 All glassware and consumables to be Laboratory grade.
- 2.8 ISO9001 certificates are required for all manufacturers as specified on the Pricing Schedule.
- 2.9 To facilitate economies of scale and bulk procurement, orders will not be below R1000. Suppliers must indicate if a different minimum order amount will apply.

3. Laboratory instrumentation specification

Colour Meter

Benchtop
Range 0 to 500 PCU
calibration and validation
feature
Warm up time < 10s
auto-off feature
Data Logging >= 20 readings
IP67
Battery Life > 500
measurements
Includes Cuvettes, stoppers,
caps, zero standard,
instruction manual, 2yr
warrantee
ISO compliant

Turbidity meter

Benchtop
Range 0 to 30 NTU
Calibration feature
Accuracy 0.1 NTU
auto-off feature
Operating temperature 0 to 50
degC
Data Logging >= 20 readings
Includes Cuvettes, stoppers,
caps, at least two standards,
instruction manual, 2yr warrantee
ISO compliant

Hotplate/Magnetic Stirrer

Benchtop
Speed ≥ 1200rpm
Temperature ≥ 300 degC
Stirring volume ≥ 2000ml
Calibration feature
Adjustable heating temperature, stirring times and
speeds
auto-off feature
Includes instruction manual, 2yr warrantee

Top Loading balance

Benchtop loading balance
max capacity range between 0.5kg to 3kg
precision 1mg
calibration feature
Includes power accessories,
instruction manual, 2yr warrantee

Spectrophotometer

Benchtop
Wavelength range 340nm to 900nm
Accuracy 1nm
Methods ≥ 100
Calibration ≥ 2 point
Cuvette adaptors
Lamp can be replaced
Measurement modes
Transmittance (%), Absorbance, Concentration
Data Logging ≥ 20 readings
Includes cuvettes, caps,
instruction manual, 2yr warrantee
ISO compliant

Water Distiller

Benchtop
Stainless steel
Rate $\geq 5\text{L/h}$
Capacity $\geq 5\text{L}$
Includes ALL pipework,
power accessories,
stoppers, instruction
manual 2 yr warrantee
Power must be able to
plug into standard
single phase
residential wall socket

pH, Conductivity, TDS meter

Benchtop
Cradle with an adjustable swivel electrode holder
Probes can be removed and replaced
pH Range -2 to 16
pH Accuracy ± 0.01
Temperature compensation automatic
between -5 and 100 degC
Calibration features 3point
EC range 0 to 300 mS/m
EC accuracy 0.1 mS/m
TDS range 0 to 2000 ppm
TDS accuracy 1ppm
calibration and validation feature
pH electrode glass body, refillable pH electrode
Temperature sensors built-in or separate probe
auto-off feature
Data Logging ≥ 20 readings
Battery Life > 8 hours
Includes probes (pH, temp, EC), instruction manual, 2yr warrantee
ISO compliant

Chlorine meter

Benchtop meters and Portable meters
Type Free and Total Chlorine
Range 0.00 to 10.00 mg/L
Calibration and feature
Warm up time < 10s
auto-off feature
Data Logging ≥ 20 readings
IP67
Battery Life > 500 measurements
Includes Cuvettes, stoppers, caps,
standard, instruction manual, 2yr warrantee
ISO compliant

Dissolved Oxygen meter

Benchtop
Cradle with an adjustable swivel electrode holder
Probes can be removed and replaced
DO Range 0 to 45 ppm
DO Accuracy 0.01 ppm
Automatic Temperature compensation
between 0 and 50 degC
Altitude compensation
Calibration feature
auto-off feature
Data Logging ≥ 20 readings
Battery Life > 8 hours
Includes probe, extra membranes, zero standard solution, instruction manual, 2yr warrantee
ISO compliant

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 or email as indicated in the SBD 1 form 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 Technical enquiries. Mr. Anthony Lotz: alotz@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
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.

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