

# REQUEST FOR QUOTATION

## SUPPLY CHAIN MANAGEMENT



Authorised: CEO

Version: 1

Pages 26

**QUOTATION NUMBER: RFQ OW- 006 2026/27**

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

**CLOSING DATE: 16 July 2026**

**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.
- b) No late quotations will be accepted under any circumstances.
- c) Detailed specification is provided under Part A on page **Error! Bookmark not defined.** 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** for 90 days 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 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.

# INDEX

## 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. <b>Bidders who are not VAT Vendors are not allowed to charge VAT</b>  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. <b>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 bid 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</b>	
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.	
BBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBEE 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	

## Phase 1: 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

<b>MANDATORY REQUIREMENTS</b>			
<i>(Failure to provide the following will be deemed non-responsive)</i>			
<b>DOCUMENT</b>	<b>DIRECTIVE</b>	<b>COMPLIED</b>	<b>NOT COMPLIED</b>
<b>Technical Brochure</b>	Bidders are required to provide a Technical Brochure for the LIMS system. The Brochure must cover software, services, etc.		
<b>SBD 3.2</b>	Failure to quote on ALL the line items below, except item 2 where applicable, will be considered non-responsive		

**PHASE 2:**  
**TECHNICAL SPECIFICATION**

Initial

Table 1: Please tick (✓). *Failure to comply with ALL line items in the below table will be regarded as non-responsive.* Where the technical brochure does not reference specific line items, bidders *agree* to include this as part of the bid.

Item	Hardware	Comply	Not comply
1	Bidders must have/use secure servers where information can be stored for at least 5years. Average TTFB must be less than 200 ms.		
	<b>Licences</b>		
2	The software may be proprietary or open source. <b>However, if proprietary, one network/floating licence must be provided to facilitate minimal licence fees, with the option to add more at a later stage.</b>		
	<b>Software</b>		
3	Completely web-based LIMS.		
4	Network/Floating Licences (if proprietary)		
5	Different levels of authorisation		
6	Compatible with the following browsers: Chrome or Edge or Opera		
7	Support Digital signatures.		
8	Bulk Download/Export and Upload/Import result feature in Excel/CSV format.		
9	Export Result template in both custom PDF COA and Excel/CSV format (to conform to or can be customised to Annexure A).		
10	Integratable with Microbiological and Chemical Analysis equipment e.g. Coliform counter or ICP machine.		
11	Integratable with other lab equipment e.g. Spectrophotometers or colorimeters.		
12	Conforms to ISO17025:2017 requirements.		
13	Full audit trail.		
	<b>Hardware</b>		
14	Information protection/confidentiality.		
	The modules must include <b>AT LEAST</b> the following:		
15	Jobs/Orders and sample submission		
16	Instrument Management and Calibration		

Item		Comply	Not comply
17	Quality Control, multi-step verification, and non-conformances (Reference standards to be customisable as new limits are published)		
18	Document Management		
19	Digitally signed and secured COA (in PDF format)		
20	Configurable calculations		
21	Sample and Site management (Including batching, aliquots, partitioning)		
22	Sample differentiation (e.g. resample, audit sample, operational sample, etc.)		
23	Proficiency testing		
24	Client management, Complaints and Financial management (Will be implemented at a later stage but still needs to form part of Commissioning/Testing and Approval)		
	<b>Services</b>		
25	Implementation, Testing and Commissioning		
26	Training (once off)		
27	Support (as and when required)		
28	Customisation (as and when required)		
29	Server Hosting		
30	Training Materials/videos and manuals		

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

**PHASE 3:  
FUNCTIONALITY**

- 1 Functionality evaluation will be based on the following criteria: The evaluation of the proposal will be based on its responsiveness to the Functionality section and will be scored out of 100 points.
- 2 Proposals that do not score the minimum of 75% will not qualify for further evaluation.

No.	Criteria	Points 1-5	Weight	Score	
1	<p>Working experience with provision, installation and support of a LIMS system.</p> <p>Evidence: Signed positive <b>reference letter(s)</b> on client letterheads that specify project timeframes. Letters of Appointment are not acceptable.</p> <p>If more than one reference letter is received, the date from first successful implemented project will be used. Years will be counted consecutively, not cumulatively (e.g. the bidder that completed <i>multiple</i> projects for the year January 2025 to December 2025 will be considered as experience for 1 year and the points will be awarded for 1 year experience).</p>		40		
		≤1 years			1
		≤5 years			2
		≤10 years			3
		≤15 years			4
		>15 years			5
2	<p>Company clientele with provision, implementation and support of a LIMS system.</p> <p>The same evidence as in 1 above will be used.</p>		40		
		1 reference Letters			1
		2 reference Letters			2
		3 reference Letters			3
		4 reference Letters			4
5 reference Letters	5				
3	<p>Implementation Plan</p> <p>The bidder must demonstrate the implementation period by providing the following: a clear, short project plan describing deliverables and outlining timeframes <b>AND</b> a Gantt chart showing these timeframes.</p>		20		
		> 18 months/no plan			1
		≤ 18 months			2
		≤ 12 months			3
		≤ 9 months			4
≤ 6 months	5				

The evaluation of the proposal will be based on its responsiveness to the Functionality section and will be scored out of 100 points.

**Proposals that do not score the minimum of 75% overall will not qualify for further evaluation.**

## 1. Purpose

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

## 2. Role of Overberg Water Board

Overberg Water Board is a Water Services Institution in accordance with the Water Services Act, Act No 108 of 1997, and owns several Water treatment schemes and offices throughout the Overberg region. The organization is widespread in this region covering a geographical area of nearly 6 000km<sup>2</sup>. Throughout this footprint, it is a legislative requirement to test and document water quality constituents throughout its distribution system.

## 3. Background

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

## 4. Scope of work

The Service Provider to supply and install a LIMS system that includes (but not limited to) the list as described in the Technical Specification. The entity has three (3) satellite laboratories; however implementation of the LIMS will be made at a central laboratory. Afterwards, through in-house knowledge sharing and training, the system will be rolled out to the other laboratories. The Rûensveld East Laboratory will be used as an example for site-related engagements with the prospective bidder (coordinates - 34.076234, 20.245964, N2). The following parameters are to be tested but must not be considered as complete and binding. Overberg Water reserves the right to increase/decrease parameters tested:

Colour, Conductivity at 25°C, Turbidity, pH at 25°C, Sulphate as SO<sub>4</sub><sup>2-</sup>, Chloride as Cl<sup>-</sup>, Sodium as Na, Nitrate as N, Nitrite as N, Iron as Fe, Manganese as Mn, Aluminium as Al, E.Coli, HPC and Total Coliforms.

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

The project will cover the following:

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

Applicants who submit Bids in response to this RFQ may be required to give a presentation, which may include, but is not limited to, demonstration of their proposal to Overberg Water. This provides an opportunity for the vendor to clarify or elaborate on the bid. This is a fact-finding and explanation session only and does not include negotiation. Overberg Water shall schedule the time and location of these presentations. Presentations are an option of Overberg Water Board and may or may not be conducted.

## **5. Project Duration**

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

## **6. RIGHT NOT TO APPOINT**

Overberg Water reserves the right not to appoint a Service Provider and/or to cancel this proposal if, at its sole discretion, it is of the opinion that the proposal submitted does not meet the requirements of the Request for Quotation.

# 7. ANNEXURE A

source_id	analysis_id	sample_id	sample_date	sample_time	sample_person	sample_type	site_id	det_id	analysis_value	unit_id	lab_date	lab_id	action_id		
1	30	587	2016 01 11	14:30	Z.Fali	1	4	5	7.31	6	2016 01 11	501	1		
1	31	587	2016 01 11	16:28	Z.Fali	2	4	7	<0.2	5	2016 01 11	501	1		
			source_id	This is the ref id received from IRIS for the LIMS system providing this data- Obtain this ID from the IRIS helpdesk											
			analysis_id	This is analysis_id from the LIMS system(with source_id) for the specific analysis - this must be unique but can be alpha numeric(i.e. BTA129878)											
			sample_id	This is the sample ref id for the specific analysis (e.g. in the above sample analysis 30,31 was done on sample 587)											
			sample_date	the date of the sample (YYYY/MM/DD - format)											
			sample_time	the time of the sample (HH:MM)											
			sample_person	the person who took the sample											
			sample_type_id	type of sample (1 = Compliance,0=Audit,2=resample )											
			site_id	the site that was sampled - site needs to be registered within IRIS - this is the IRIS site id											
			det_id	determinant that was analyzed - print determinat master report for all IRIS determinant id's											
			analysis_value	the value of the analysis (can be preceeded with < or > e.g. <5.87											
			unit_id	the unit of mesearement - print determinant master report for unit_id list											
			lab_date	the date the analysis was done											
			lab_id	the IRIS ref id for the specific lab (print lab master report for list of labs)											
			action_id	(1= add/update analysis , 0 = remove/delete the analysis)											

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

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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF OVERBERG WATER</b>					
BID NUMBER:	RFQ OW 006 2026/27	CLOSING DATE:	16 July 2026	CLOSING TIME:	12:00 PM
DESCRIPTION	PROVISION, INSTALLATION AND SUPPORT OF A LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS) FOR A PERIOD OF 36 MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 1 NIBLICK WAY, SOMERSET WEST, 7130</b>					
Overberg Water					
Ground Floor, Trident Park 3					
1 Niblick Way					
Somerset West, 7130					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr S. MAYIXHALE	CONTACT PERSON	Mr D. Fransman		
TELEPHONE NUMBER	021 851 2155	TELEPHONE NUMBER	021 851 2155		
FACSIMILE NUMBER	-	FACSIMILE NUMBER	-		
E-MAIL ADDRESS	smayixhale@overbergwater.co.za	E-MAIL ADDRESS	dfransman@overbergwater.co.za		
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>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.</b>					

# TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
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. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 listed above. All rates must be fixed. **Failure to quote on ALL the line items below, except item 2 where applicable, will be considered non-responsive.** Prices must be ALL INCLUSIVE i.e., training, meetings, price increases, or any other costs.

**Validity:90 days**

ITEM	DESCRIPTION	UNIT QUANTITY	QUANTITY REQUIRED	RATE (Cost per unit) Rand	Amount (Rand)
1	Hardware/ hosting	per month	36		
2	1x Network License (if proprietary)	per month	36		
3	Installation and Implementation (Including Administration, travelling for at least 5 engagements, setup, etc.)	sum	1		
4	Customization	sum	1		
5	Training	sum	1		
6	Testing and Commissioning	sum	1		
7	Ad-hoc ONLINE support (incl. configuration, setup, training, etc.)	per hour	120		
8	Ad-hoc IN PERSON support (incl. configuration, setup, training, etc.)	per hour	24		
<b>Subtotal A</b>					<b>R</b>
<b>Contingencies (10%)</b>					<b>R</b>
<b>Subtotal B (A + Contingencies)</b>					<b>R</b>
<b>VAT 15%</b>					<b>R</b>
<b>TOTAL PRICE (INCL. VAT) CARRIED FORWARD TO FORM OFFER (A+B)</b>					<b>R</b>

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: 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 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:  
 .....  
 .....

---

<sup>1</sup> 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.  
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

<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
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<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 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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 and 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 damage 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

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

**Table 1: Specific goals for the tender and points allocation are indicated as per the table below:**

In terms of Regulation 4(2); 5(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this bid the bidder will be allocated points based on the bidder's goals claimed as per table 5. Bidder's goal claimed must be supported by proof/ documentation stated as per table 5 and the special conditions of this bid where applicable:

**Table 1:**

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of maximum points allocated (80/20 system)</b>	<b>Bidder's points claimed for specific goals (To be completed by Bidder)</b>
<b>Women Ownership</b>	<b>5</b>	
<b>Disability Ownership</b>	<b>5</b>	
<b>Youth Ownership</b>	<b>5</b>	
<b>Location of enterprise (local equals province) Western Cape</b>	<b>2</b>	
<b>B-BBEE status level contribution from level 1 to 2 which are QSE or EME</b>	<b>3</b>	
<b>TOTAL SCORED POINTS</b>	<b>20</b>	

**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
B-BBEE status level contribution from level 1 to 2 which are 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 Overberg Water in respect of the project under item 1:

(Physical Address)

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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

---

<b>Name of Joint Venture:</b>	
<b>Names of Each Enterprise:</b>	
(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 <input type="checkbox"/> NO <input type="checkbox"/>
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.**

## 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 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.

## **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