



REQUEST FOR PROPOSAL:

Supply and deliver carbon dioxide (in cylinders and in bulk) for water purification purposes

**Procurement Number –
OW- 208/2016/17**

20 October 2017

DOCUMENT INFORMATION SHEET

Title of Document : Supply and deliver carbon dioxide (in cylinders and in bulk) for water purification purposes

Type of Document : *Request for Proposal*

Document Number : *OW-208/2016/17*

Technical Specifications Prepared by : *Dihajo. Fransman*

Technical Specifications Typed by : *Dihajo Fransman*

Department : *Operations*

Prepared for : *Overberg Water*

Date of Issue : *20 October 2017*

DOCUMENT CONTROL SHEET

We, the undersigned, accept this document as a stable work product.

ORIGINAL	Technical Specifications Prepared by	Technical Specifications Reviewed by	Technical Specifications Approved by
Date: 6 June 2017	Name: Dihajo Fransman	Name: Clint Stewart	Name: Clint Stewart
	Signature:	Signature:	Signature:

Distribution:	<i>Potential Bidders</i>
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REQUEST FOR PROPOSAL

Supply and deliver carbon dioxide (in cylinders and in bulk) for 01 December 2017 to 30 November 2019.

Procurement Number: OW – 208/2016/17

Overberg Water Board is a Water Services Entity in accordance with the Water Services Act, Act No 108 of 1997. The entity owns several Water treatment schemes within the Overberg Region and delivers water to various parts of Theewaterskloof, Swellendam, Cape Agulhas and Hessequa Municipalities.

INVITATION AND SCOPE OF SERVICES

Overberg Water requests quotations from suppliers to supply and deliver carbon dioxide (in cylinders and in bulk) for water purification purposes, within the Overberg area for the period 01 December 2017 to 30 November 2019.

CONDITIONS

- (a) Preference will be given to respondents who comply with the Overberg Water Supply Chain Management Policy & Procedures.
- (b) Preferential Procurement Policy Framework Act (PPPFA) principles and its Regulations, as updated, shall apply, whereby submissions will be evaluated according to the provisions of that Act, its Regulations and the Public Finance Management Act (PFMA).
- (c) Bidders must submit a valid BBBEE Verification Certificate from SANAS Accredited Verification Agency in order to be eligible for empowerment points. The Exempted Micro Enterprises (EME) may submit a sworn affidavit from the Commissioner of Oath confirming its and turnover and black shareholding.
- (d) The following scores will be applied:
 - (i) Price - 80,
 - (ii) BBBEE Status - 20.

Request for Proposal (RFP) documents can be collected at the **Overberg Water Board's Corporate Office, Trident Park 2, 1st Floor, 1 Niblick Way, Somerset West, Cape Town from 09H00, Friday, 27 October 2017.**

One original completed bid document shall be placed in a sealed envelope clearly marked: **"OW – 208/2016/17 – Supply and deliver water purification grade carbon dioxide (in bulk and 31.3 kg cylinders) for a contract**

period of 2 years”.

The closing date and time for the receipt of completed bids is **Friday, 17 November 2017 at 14h00** at the reception desk of the **Overberg Water Board’s Corporate Office, Trident Park 2, 1st Floor, 1 Niblick Way, Somerset West, Cape Town**. Bids will not be opened in public and no late submissions will be considered.

Failure to provide any mandatory information required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive. Respondents must include their Tax Compliance Pin Number and/ or CSD Registration printout with their submissions in order to be considered.

Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted.

All enquiries regarding this bid must be in writing only, and must be directed to:

Dihajo Fransman (technical) at 021 – 850 0372 or email dfransman@overbergwater.co.za, or Celeste Carolus (SCM official) at 028 - 214 3513 or email office@overbergwater.co.za.

The OW reserves the right not to accept the lowest proposal in part or in whole or any proposal.

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1 BACKGROUND

Overberg Water Board is a Water Services Entity in accordance with the Water Services Act, Act No 108 of 1997 and owns several Water treatment schemes within the Overberg Region. The organisation manages three Water Treatment Works Schemes namely (i) Rûensveld West, a Water Treatment Work, is situated close to Caledon, (ii) Rûensveld East, a Water Treatment Work, is situated close to Swellendam and (iii) Duivenhoks, a Water Treatment Work, is situated close to Heidelberg, all are off the N2 freeway.

Overberg Water hereby requests proposal from suitable service providers to supply and deliver carbon dioxide (in cylinders and in bulk) for water purification purposes, within the Overberg area for a period of two (2) years.

2 SCOPE OF WORK

This appointment will be for the procurement of a Service Provider to supply and deliver carbon dioxide (in cylinders and in bulk) for water purification purposes, within the Overberg area for the period 01 December 2017 to 30 November 2019.

2.1 SAFETY

2.1.1 Subject to provisions of Section 10 (3) and (4) of the Act, every person/supplier who manufactures, imports, sells or supplies any hazardous chemical substance for use at work shall as far as reasonably practicable provide the party receiving such substance, free of charge with a material safety data sheet containing all the information as contemplated in either ISO11014 or ANSIZ400.1. 1993 with regard to: Product and company identification, Composition /information or ingredient, Hazards identification, First-aid measures, Fire-fighting measures, Accidental release measures Handling and storage Exposure control /personal protection Physical and chemical properties Stability and reactivity Toxicological information Ecological information Disposal consideration Transport information Regulatory information; and Other information.

2.1.2 The supplier must provide emergency contact details of a responsible person who can deal with any situation arising from a delivery or any other problem directly linked to the use of the chemical supplied.

2.1.3 The supplier must provide applicable safety signs/notices, delineators and beacons at all delivery sites, including the erection of such, as well as all other relevant safety data sheets within 14days after the commencement date of the contract.

2.1.4 The supplier shall provide proof that the chemicals which are to be supplied under the proposed contract have been certified as being safe for the use in drinking water applications and will not have had expired before the next order. Such proof shall be obtained from a reputable national or international organization

and issued to Overberg Water on each delivery date.

2.1.5 The product must conform to the following standard(s):

- SANS50936:2008/EN936:2006

2.2 TRANSPORT AND DELIVERY OF CHEMICALS

2.1.1 Tendered prices must include for the supply, delivery and offloading of the chemicals to the respective sites.

2.1.2 Deliveries to reach sites during normal working hours between the hours of 08H00 and 16H00, unless otherwise agreed by the Scheme Manager of the Water Treatment Works and within 5 working days of placing of the official order.

2.2.3 Suppliers must acquaint themselves with the condition of the access roads/delivery points to ensure effective deliveries. Suppliers to note that all of the access roads to the site are gravel in nature and therefore drivers will need to exercise caution.

3 EVALUATION PROCESS/ ASSESSMENT CRITERIA

Bids received will be evaluated in accordance with the evaluation process stated below.

3.1 Responsiveness Assessment

The following criteria will be used in assessing the responsiveness of tenders.

Table 1: Mandatory Requirements to be submitted

NO.	DESCRIPTION	YES	NO
1	Valid and original SARS Tax Clearance Certificate and/or Central Supplier Database Number and/ or SARS PIN Number;		
2	Completed and signed Declaration of Interest Register (SBD 4)		
3	Completed and Signed Declaration of bidder's past supply chain management practices (SBD8)		
4	Completed and Signed Certificate of Independent Bid determination (SBD9)		
5	Completed and signed Pricing Schedule (Financial Proposal) – SBD 3.3.		

N.B - Failure of bidders to meet all the above mandatory requirements will result in submissions being deemed null and void and shall be considered “non – responsive” and therefore not considered.

3.1 Additional Information Required

The following additional information is required for the assessment of bids:

- (a) BBBEE Verification Certificate from SANAS Accredited Verification Agency or sworn affidavit from Commissioner of Oath in case of Exempted Micro Enterprises (EME);
- (b) Proposed approach and Methodology;
- (c) Company registration documents;
- (d) Company Profile with list of relevant projects completed in the past five years; and
- (e) Provide CV of the Project Leader.

3.2 Quantitative Assessment

Bids that achieve the minimum technical requirement will be further adjudicated on Price and BEE status. The method of scoring Financial Proposals and the BEE Verification Certificate is described in the attached Preference Points Claim document (SBD 6.1).

The allocation of tender adjudication points for this Contract shall be as follows:

Area of Adjudication	Maximum Points
Tendered Price (S _P)	80
Empowerment Objectives (S _E)	20
Total Points (S)	100

4 SPECIFIC CONDITIONS

4.1 AWARDING OF TENDERS

Tenderers may tender for the supply and delivery of any or all of the items, and Overberg Water may award the tender for any or all items. Estimated quantities as per clause 0 below may be used to give an indication of total contract value but unit rates will be used for evaluation purposes, based on Overberg Water's requirements.

4.2 ORDERS

4.2.1 The supplier must be able to supply chemicals at short notice should the need arise (within 48 hours after an order is issued). If the tenderer for any reason cannot supply the requested chemicals within the required timeframe, Overberg Water will have the right, without prejudicing any institutional rights, to buy from another supplier until the approved supplier will be able to supply (refer to paragraph 21 of the General Conditions of Contract).

4.2.2 Overberg Water will request the supplier to deliver on an “as and when required” basis. Deliveries will be based on the submission of a Request for Materials/Products sheet and not through the placement of new orders.

4.2.3 Indicative delivery requests for CO₂ on a per month basis:

Carbon dioxide cylinders - not more than 10 per site

4.2.4 Bulk liquid CO₂ will be transferred to 6 ton vertical vacuum insulated tank where the ordered amount will not be less than 2 tons per delivery. The tenderer must have the capacity to supply the indicative amounts.

4.2.5 Provision is made for contingencies at 10% of any item, order or the total contract value.

4.3 TERMINATION OF CONTRACT

Overberg Water may terminate the contract should the supplier not comply with any of the tender specifications.

4.4 ESTIMATED QUANTITIES

The quantities of chemicals required may vary but the quantities referred to below can be used as a guideline. The given quantities are the best estimate, but must not be considered as binding. Overberg Water reserves the right to either increase or decrease the quantities actually ordered.

4.4.1 Product Specification

Carbon Dioxide		
i.	Purity	>99.90%
ii.	Moisture content	<20ppm
iii.	Aromatic Hydrocarbon (as C ₆ H ₆)	<20ppb

iv.	Total VOC's (as CH ₄)	<20ppm
v.	Total Sulphur	<100ppb

4.4.2 Approximate Quantities (per annum)

Description	Unit	Rûensveld West	Rûensveld East	Duivenhoks	Total
Carbon Dioxide (31.3 kg cylinders)	/kg	N/A	300	10 800	11 100
Carbon Dioxide (bulk)	/kg	12 000	N/A	N/A	12 000

4.5 PRODUCT CERTIFICATE

The successful tenderer must submit a certificate of chemical analysis of the product as obtained from the manufacturer with every delivery.

5 RETURNABLE SCHEDULES

(a) Respondents should complete all the returnable ANNEXUREs listed below.

RETURNABLE ANNEXURES

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

ANNEXURE 1: Invitation to bid (SBD 1)
ANNEXURE 2: Pricing Schedule (SBD 3.3)
ANNEXURE 3: Preference Points Claim Form (SBD 6.1)
ANNEXURE 4: Declaration of Interest (SBD 4)
ANNEXURE 5: Declaration of Supplier's Past Supply Chain Management Practices (SBD 8)
ANNEXURE 6: Certificate of Independent Bid Determination (SBD 9)

6 TERMS AND GENERAL CONDITIONS

- (a) All submissions must be received by the OVERBERG WATER no later than **14h00, Friday, 17 November 2017**. Respondents must submit their proposals before the closing date and time. No late submissions will be considered;
- (b) All submissions and subsequent information received will become the property of the Overberg Water and will not be returned;
- (c) Failure to complete all supplementary information will result in submissions being deemed null and void and shall be considered “non-responsive” and therefore not considered;
- (d) Telegraphic, telexed, faxed or e-mailed submissions will not be accepted;
- (e) One original document shall be placed in sealed envelopes clearly marked. **“OW - 208/2016/17 - Supply and deliver carbon dioxide (in cylinders and in bulk) for water purification purposes”** at the Reception desk of Overberg Water Board’s Corporate Office, Trident Park 2, 1st Floor, 1 Niblick Way, Somerset West, Cape Town;
- (f) Respondents or their representatives (including the courier services) must ensure that they register their submissions in the **Lodging Sheet** at the Reception Desk of the above-mentioned Overberg Water offices, wherein they will indicate the name of the person delivering the submission, the number of copies submitted, the time and date of submission and sign the document;
- (g) All enquiries and submissions regarding this Request for Tender (RFT) must be directed to: -
 - (i) Ms Celeste Carolus: Supply Chain Management Unit
Contact Number: 028 – 214 3513
Email: office@overbergwater.co.za and/or
 - (ii) Mr Dihajo Fransman (Technical Queries)
Contact Number: 021 – 8500372
Email: dfransman@overbergwater.co.za
- (j) The contact persons reflected above shall be the only point of contact for this contract. Failure to observe this requirement might lead to immediate disqualification of the respondent;
- (k) The Overberg Water reserves the right not to accept any submission.
- (l) Bidders must comply with Regulation 13(c) of the Public Service Regulations, 2016 which states that *“an employee in the public service shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in ANNEXURE 2 and 3 of the PFMA”*.
- (m) Submission of a Request for Proposal and its subsequent receipt by the Overberg Water does not represent a commitment on the part of the Overberg Water to proceed further with any Respondent or any project;
- (n) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;
- (o) Tender prices must remain valid for a period of 90 days (calculated from closing date of the bid).

7 DISQUALIFICATION

- (a) It must be stressed that any queries relating to this request must be addressed only to Celeste Carolus and/or Dihajo Fransman who are identified as a contact person for this contract;
- (b) Respondents are not to communicate in any manner or form whatsoever with members of Overberg Water personnel about the RFT until the preferred Service Provider has been selected and the procurement process completed;
- (c) Respondents are advised that should there be any contact with Overberg Water staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification;
- (d) Misrepresentation of information presented to the Overberg Water, be it on capability statement or empowerment credentials will also lead to disqualification of the respondent.

ANNEXURE 1: INVITATION TO BID (SBD 1)

SBD1

PART A INVITATION TO BID

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

BID NUMBER:	OW-208/2016/17	CLOSING DATE:	17 November 2017	CLOSING TIME:	14H00
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DESCRIPTION	Supply and deliver carbon dioxide (in cylinders and in bulk) for water purification purposes
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE EMAILED TO MAY BE DEPOSITED IN THE BID BOX SITUATED AT

Overberg Water Board's Corporate Office
Trident Park 2, 1st Floor,
1 Niblick Way, Somerset West
Cape Town.

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

ANNEXURE 2: PRICE SCHEDULE (SBD 3.3)

Supply and deliver carbon dioxide (in cylinders and in bulk) for water purification purposes.

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (R)	PRICE (R)
1.	CO2 in bulk	kg	24 000		
2.	CO ₂ in 31.3 cylinders	kg	22 200		
2.1	Renting of CO ₂ cylinders, outside 30day period	Cylinder/ month	20		
6.	Subtotal A				R
7.	Contingency (10%) of Subtotal A				R
8.	Subtotal B (Subtotal A + Contingency)				R
9.	VAT (14%)				R
10.	TOTAL (incl. VAT)				R

Pricing Instructions:

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

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

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

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

Signature

Date

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

ANNEXURE 3: DECLARATION OF INTEREST (SBD 4)

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder
presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state **YES/NO**

who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax	State Number / Employee Pearsal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
 3 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

ANNEXURE 4: PREFERENCE POINTS CLAIM FORM (SBD 6.1)

SBD 6.1

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

1.

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at

any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of

Preferential Procurement Regulations,2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

ANNEXURE 5: DECLARATION OF SUPPLIER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE 5: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

- 6. 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 consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. 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 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.

- 10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Part 3: SPECIAL CONDITIONS OF CONTRACT

1. RELATIONSHIP

1.1 The relationship which the Supplier holds to Overberg Water is that of an independent Supplier. The Supplier shall not have any authority to create or assume in the name of Overberg Water, or on its behalf, any obligation expressed or implied, or to act or purport to act as an agent of Overberg Water or legally empowered representative for any purpose whatsoever, except as expressly provided for herein.

2. CESSION AND ASSIGNMENTS

2.1 This Agreement is exclusive to the Supplier, and the Supplier shall not subcontract, cede or assign to performance of all or any portion of the supply of Goods to any other person or legal entity without first obtaining written approval from Overberg Water.

3. TAXES

3.1 All amounts payable in terms of this Agreement exclude Value-added Tax ("VAT"), but are inclusive of all other costs and no contributions, levies, imposts, duties or the like shall be payable by Overberg Water.

4. GOODS

4.1 The Supplier shall have readily available all the goods as specified in the prices scheduled in section SBD 3.3.

4.2 The Supplier shall deliver the Goods to Overberg Water at the Place of Delivery at own cost, risk and expenses.

4.3 Should any of the Goods become damaged during or prior to the delivery process to Overberg Water (irrespective of the cause thereof), Overberg Water shall not be liable for any costs related to the repair of such Goods. In the Event that the Goods are expired or damaged beyond repair, the Supplier will remove and recover the damaged goods and supplies at its own costs.

4.4 The Goods shall be kept by Overberg Water in a visibly demarcated area within its premises where the Goods shall remain until used by Overberg Water.

5. GOODS PRICE

5.1 Overberg Water shall only pay the Supplier for such Goods as issued, used and/or purchased by Overberg Water as recorded.

6. PAYMENTS OF GOODS

6.1 Payment by Overberg Water for the Goods shall be in accordance with the provisions in Section 21 as attached hereto.

7. INDEMNITY

- 7.1 The Supplier agrees to indemnify, hold harmless and defend Overberg Water and its officers, employees, agents, Suppliers and representatives from and against any claims, demand, cause of action, liability, loss and/or expense arising from:
- 7.1.1 Any claims, irrespective of the cause of action, against Overberg Water or its employees arising, directly or indirectly, from the supply of Goods by the Supplier, its sub Suppliers, employees, agents, representatives or invitees, irrespective of the degree of fault involved.
 - 7.1.2 Any damage to or loss of the property of the Supplier (including the property of the offices, employees, agents, sub Suppliers and representatives of the Supplier) arising directly or indirectly through the acts or omissions to act of Overberg Water or its sub-Suppliers, employees, or agents, irrespective of the fault, delict or negligence of Overberg Water (including its officers, employees, agents, Suppliers and representatives).
 - 7.1.3 Any injury to or death of the personnel of the Supplier (including officers, employees, agents, sub-Suppliers and representatives, and suppliers of the Supplier) arising directly or indirectly through acts or omission to act of Overberg Water or its sub-Supplier, employees, agents, irrespective of the fault, delict or negligence of Overberg Water (including its officers, employees, agents, Suppliers and representatives.);
 - 7.1.4 Any failure of the Supplier to comply with any Act of Parliament, ordinance, regulation, provincial, regional, municipal, local or other authority, provided that compliance by the Supplier was required under the provisions of this agreement, in law or otherwise, including, without limitation, failure of the Supplier to pay taxes, duties or fees.
 - 7.1.5 Any actual or asserted infringement or improper appropriation or use by the Supplies of trade secrets, proprietary information, intellectual property rights, know-how copyright (both statutory and non-statutory) or pretend or unpatented inventions, or for actual or alleged unauthorised imitation of the work of others, or arising out of the use of methods, processes, designs, information, or other things furnished or communicated to Overberg Water by the Supplier in connection with the supply of the Goods; and
 - 7.1.6 The failure of the Supplier to comply with any collective agreement, statute, arbitration award, court order, wage determination or similar instrument regulating terms and conditions of employment, health and safety, dismissal or termination of employment.
- 7.2 The Supplier shall issue itself against any liability (see Clause 8) arising from the above indemnities and Overberg water will require proof of such insurance within 14 days after the commencement date of the contract. If the Supplier fails to take such insurance, Overberg Water reserves the right to procure insurance on behalf of and for the cost of the Supplier. These costs will be deducted from amounts due to the Supplier.
- 7.3 The Supplier shall inform its employees of the above indemnities, and Overberg Water may require proof of knowledge by the employees of the above indemnity undertakings.

8. INSURANCE

- 8.1 In addition to the insurance referred to in sub-clause **Error! Reference source not found.**, the Supplier shall be responsible for providing his own insurance, inclusive of public liability insurance (to the value of R10million), and specifically comprehensively insure all his own material and equipment on an all-risk basis, as well as workmen's compensation insurance as required in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended or any similar enactment which may replace this act.
- 8.2 The Supplier's total liability for any and all claims arising out of this Agreement or the provision of the Services shall be limited to the extent to which the Supplier is indemnified in respect of such claim/s and shall exclude damage or loss due to theft.

9. SAFETY, HEALTH AND THE ENVIRONMENT

- 9.1 The Supplier shall ensure that it complies with all relevant occupational health and safety (OHS) legislation. The Supplier maybe required to disclose its OHS file to Overberg Water as and when required.
- 9.2 The Supplier shall ensure that the supply of Goods comply with the Environmental Management Plans of Overberg Water.

10. SECRECY AND CONFIDENTIALITY

- 10.1 Both parties undertakes to keep hold secrets and confidential all information regarding the business of Overberg Water howsoever obtain and shall not use the same other than for purposes of the parties association with each other, nor disclose to or discuss the same with each other parties without the express prior consent of each other.
- 10.2 The foregoing restrictions shall not, however, apply to any portion of the said information which at the time of disclosure is or thereafter becomes part of public domain by publication or otherwise, or corresponds in substance to information furnished to the Supplier as a matter of right without restriction on disclosure and was not acquired directly from Overberg Water.
- 10.3 Notwithstanding the termination of this Agreement for any reason whatsoever, the contents of this clause 10 shall be valid effective for a period of three (3) years.

11. CONFLICT OF INTEREST

- 11.1 Both parties shall not engage in practices or pursue interest which are in conflict with the interests of the other party and which could result in financial damage or loss being suffered by the parties or the reputation of the parties being harmed in the eyes of business community or the public at large.

12. DOCUMENTATION

- 12.1 All information and/or documentation given to the Supplier by Overberg Water, for purposes of assisting the Supplier in the execution of the supply of Goods shall be used solely with regards to rendering the supply of

Goods, shall remain the property of Overberg Water and shall be returned to Overberg Water on termination of this Agreement.

- 12.2 Any documentation or intellectual property of whatever nature resulting from the supply of Goods shall be the property of Overberg Water and may be used by Overberg Water without restriction, unless marked and proved to Overberg Water's reasonable satisfaction as being confidential or proprietary information of the Supplier in which case Overberg Water shall protect the confidential or proprietary nature of the information to the same degree as if it was the property of Overberg Water and use the information only for the purpose for which the disclosure was originally made.

13. RIGHT OF AUDIT

- 13.1 The Supplier shall maintain all records and accounts pertaining to the supply of Goods performed by the Supplier under this Agreement for a period of two (2) years after the final payment. Overberg Water or its representatives shall have the right to audit, copy and inspect the said reports and accounts at all reasonable times during the currency of Agreement and for the above two year period purpose of verifying incurred.

14. APPLICABLE LAW AND DISPUTES

- 14.1 This Agreement shall be governed by and construed in accordance with laws of the Republic of South Africa.
- 14.2 No dispute or reference to litigation shall entitle the Supplier to discontinue or suspend the execution of any of the supply of Goods under this Agreement or Overberg Water for non-payment of goods.

15. WAIVER

- 15.1 No relaxation or indulgence which either party may allow the other at any time with regard to the carrying out of its effective obligations under this Agreement shall prejudice or be regarded as a waiver of any of such party's rights under this Agreement in any manner whatsoever, especially the right to insist on specific performance.

16. FORCE MAJEURE

- 16.1 For the purpose of this Agreement, Force Majeure is described as any occurrence which could not have been reasonably foreseen, controlled or prevented by the party who is experiencing Force Majeure and which occurrence makes it impossible for such party to partially or fully adhere to its obligation in terms of this Agreement. The party experiencing Force Majeure is excused from proper performance in terms of this Agreement for as long as Force Majeure exists and to the extent that such party is unable to fulfil its obligations in terms of agreement. Should Force Majeure exist for a period of more than thirty (30) days either party may terminate this Agreement by means of written notice to the other and the other and the Supplier shall be paid for the issued, used and/or purchased Goods by Overberg Water of Goods up to the date of termination.

17. DEFAULT

- 17.1 In the event of:

- 17.1.1 The estate of the Supplier being sequestrated as insolvent or places under judicial management provisionally or finally.
 - 17.1.2 The Supplier publishing a notice of surrender or approaching any court for the acceptance of the surrender of his estate as insolvent or making an arrangement with or composition or assignment in favour of its creditors or agreeing to carry out this Agreement under a committee of his creditors or goes into liquidation, whether provisionally or finally; or
 - 17.1.3 The Supplier defaulting in the performance of any express or material obligation to be performed by him under this Agreement and fails to correct such default within fifteen (15) days following written notice from Overberg Water; Overberg Water may, without prejudice to any other rights or remedies which Overberg Water may have in common law or otherwise, terminate this Agreement by written notice to the Supplier specifying the date of termination.
- 17.2 In the event of such termination Overberg Water, Overberg Water may take possession of all documents of whatsoever nature generated by the Supplier in fulfilment of his obligations in terms of this Agreement and complete the supply of Goods by whatever method may deem expedient and/or prudent.

18. PAYMENT FOR GOODS

- 18.1 Overberg Water agrees to pay the Supplier in accordance with the relevant Price/Rates Schedule in this Agreement for supply of such Goods to the satisfaction of Overberg Water. No payment or reimbursement shall be due by Overberg Water to the Supplier unless otherwise specifically provided for in this Agreement.
- 18.2 The supplier's prices and/or rates are fully inclusive of all the Supplier's cost and expenses for supply of Goods pursuant to this Agreement, including but not limited protective and safety clothing, mobilisation and demobilisation costs, compliance with laws, the Supplier's portion of any employee insurance and social security benefits, payroll and income benefits and costs to the Supplier for its personnel, unless otherwise specifically provided for in this Agreement.
- 18.3 All prices and/or rates are fully inclusive of any and all costs and expenses incurred by its Supplier in establishing and maintaining a supply base/office or any other establishment.
- 18.4 The supplier shall be deemed to have satisfied itself as regards the sufficiency of its prices and/or rates for the supply of Goods as specified herein and all such prices and/or rates shall remain fixed and firm until agreed differently in writing.
- 18.5 The Supplier shall invoice Overberg Water as per clause 21 below.
- 18.6 If Overberg Water queries or disputes any part of an invoice, it shall give written notice to the Supplier of that and of the reasons thereof as soon as reasonable practicable and shall hereupon be entitled to withhold payment of the amount in question or dispute, without any liability for interest, pending resolution of dispute.
- 18.7 Overberg Water shall not be obliged to pay any invoices or demand payment received by Overberg Water more than ninety (90) days from the date expiry or termination of this Agreement or completion of the relevant service forming part of the supply of Goods, whichever is the earlier.

19. SCHEDULE OF PRICES

- 19.1 Prices and rates are firm and fixed for twelve months, after which price adjustments shall be negotiated between Overberg Water and the successful Supplier and only be implemented once both parties have reached agreement.
- 19.2 In the event no agreement is reached following the negotiation process, Overberg Water will have the right to terminate this Agreement early (refer to clause 6 of the Agreement hereunder).
- 19.3 Prices include delivery costs, insurance and freight.
- 19.4 The cost of renting gas cylinders on a monthly basis must be specified and must be a function of time that the cylinder remains with Overberg Water. Cylinders must remain rent free for the first 30 days and pricing should include only those that exceed the normal period of use of 30 days.

20. VAT

- 20.1 All rates are exclusive of VAT. If applicable, VAT at the rate applicable at the time of supplying the Goods is to be added to the total invoiced amount.

21. TERMS OF PAYMENT

- 21.1 Original invoice and monthly statements are to be sent to:

Overberg Water
PO Box 589
CALEDON
7230

Attention: Creditors Department (krediteure@overbergwater.co.za)

by the end of a calendar month. Invoices shall only be considered for payment when accompanied by originals of the supporting documentation signed by the authorised Overberg water representative and the invoice has been approved for payment.

Overberg Water's VAT NO. 4420102347

- 21.2 Payment will be made at the end of the following month.

Part 4: AGREEMENT

WHEREAS Overberg Water is desirous of engaging the Supplier for the provision of Goods and have such Goods readily available as described hereunder; and

WHEARES the Supplier represent and warrants that it owns and/or possesses the required Goods and shall deliver same to Overberg Water at the premises of Overberg Water situated at:

1. Ruensveld West WTW (-34.095319, 19.314672)
2. Ruensveld East WTW (-34.076234, 20.245964)
3. Duivenhoks WTW (-34.059237, 20.959151)

Hereafter referred as the "Place of Delivery".

IT IS HEREBY AGREED AS FOLLOWS:

1. AGREEMENT DOCUMENTS

- 1.1 Overberg Water and the Supplier agree that the Supplier shall deliver chemicals on and Overberg Water shall pay the Supplier only for such items of the chemicals used and/or purchased by Overberg Water. The Agreement consist of the following:

Agreement
General Conditions of Contract
Special Conditions of Contract
Specifications

2. VARIATION

- 2.1 The parties agree that this Agreement constitutes the entire agreement between them and that no alteration or variation thereof shall be of any force or effect unless recorded in writing and signed by both parties
- 2.2 Notwithstanding the provisions of clause 2.1, the Scope of the Supply shall be subject to changes by additions, deletions or revisions thereto by Overberg Water. The Supplier shall be advised of any such changes by written notification from Overberg Water describing the change. The Supplier shall promptly perform and strictly comply with each such change when so instructed by Overberg Water. Any additional obligations resulting from such changes will be charged at the Supplier's normal or agreed prices.

3. REFERENCE TO DAYS

Where reference is made to a number of days same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday.

4. HEADINGS

The headings contained in this Agreement are inserted for convenience only and shall not be deemed to have any substantive meaning in interpreting this Agreement.

5. DURATION

Notwithstanding the dates of signing hereof, this agreement shall be deemed to have commenced on the 01 December 2017 and will continue for an initial period of 24 months, after which it will terminate on 30 November 2019.

6. EARLY TERMINATION

Overberg Water shall have the right to terminate this Agreement early by giving the Supplier thirty (30) days written notice. On the date of such termination, the Supplier shall discontinue the supply of any additional Goods, pending the instruction from Overberg Water and shall deliver to Overberg Water or its nominees all the documentation and all other data prepared by the Supplier in connection with the supply of Goods in terms of this Agreement. Overberg Water will pay the Supplier for the supply of such Goods satisfactorily issued up to and including the date of such early termination.

7. ADDRESSES AND NOTICES

Each party chooses, for the purpose of all notices in terms on this Agreement and the serving of any process, its Domicillium Citandi et Executandi addresses as follows:

7.1 Overberg Water Board

Physical Address:

Unit 17, First Floor
Trident Park 2
1 Niblick Way
Somerset West
Western Cape
7130

Postal Address:

P O Box 1005
Somerset Mall
7137

7.2 The Supplier: _____

Physical Address:

Postal Address:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7.3 All notices and other communication required, permitted, or desired to be given hereunder must be in writing and sent by registered or certified mail (return receipt requested), or by courier or overnight delivery, with all postage or charges fully repaid, or by hand delivery or by electronic mail.

7.4 Date of service by mail or hand delivery is the date on which such notice or other communication is received by the addressee, or if by electronic mail, receipt of notice or communication shall be the date the electronic mail is sent, provided however, if such date is not a business day, then the date of notice or communication shall be the next day succeeding business day. Each party may change its address by notifying the other party in writing.

Thus done and signed at _____ on this ____ day of _____, 20__

Witnesses:

1. _____

2. _____

For on behalf of:
Overberg Water

Thus done and signed at _____ on this ____ day of _____, 20__

Witnesses:

3. _____

4. _____

For on behalf of:
SUPPLIER

Part 5: SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

WRITTEN AGREEMENT

THIS IS IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT 85 OF 1993)

BETWEEN:

OVERBERG WATER

AND

(Mandatarly)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatarly that performs work on behalf of the employer on his/her premises.

A "mandatarly" is defined in the said Act as: - *"Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatarly. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatarly regarding the arrangements and procedures between them to ensure compliance by the mandatarly with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of Overberg Water is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

Signed – Management

WRITTEN AGREEMENT

This is a written agreement between

Overberg Water

And

(Name of Mandatory)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT 85 OF 1993) as amended.**

I, _____,
representing the MANDATARY do hereby acknowledge that _____ (*mandatory*) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with Overberg Water should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF OVERBERG WATER			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

