

REQUEST FOR QUOTATION

SUPPLY CHAIN MANAGEMENT



Authorised: CEO

Version: 1

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QUOTATION NUMBER: OW-196/2020/21

DESCRIPTION: APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL, TELEMETRIC AND SPECIALIST WORKS CONTRACTOR FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND WASTEWATER TREATMENT PLANTS) FOR A PERIOD OF FIVE (5) MONTHS FOR THE OVERBERG WATER BOARD

CLOSING DATE: 23 February 2021

CLOSING TIME: 12:00

QUOTATION BOX NUMBER: 001

IMPORTANT NOTES TO SUPPLIERS

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

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RETURNABLE SCHEDULES

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

1	SBD 1: Part A Invitation to Bid and Part B Terms and Conditions
2	Price Schedule
3	SBD 4 : Declaration of Interest
4	SBD 6.1: Preference Points Claim form in terms of the Preferential Procurement Regulations 2017
5	SBD 8: Declaration of Supplier's Past Supply Chain Management Practices
6	SBD 9: Certificate of Independent Quotation Determination

IMPORTANT QUOTATION INFORMATION

(These sections need not be returned by the supplier when submitting the offer.)

A	Specification
B	Quotation Conditions
C	General and Special Conditions of Contract

NB: Evaluation Criteria

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

RETURNABLE SCHEDULES

The successful bidder will be required to offer the below services to Overberg Water for the period of 5(five) months.

SERVICES
CIVIL CONTRACTOR
GENERAL BUILDING CONTRACTOR
MECHANICAL CONTRACTOR
ELECTRICAL CONTRACTOR
TELEMETRY SERVICES (SCADA)
GENERAL MAINTENANCE (AS SPECIFIED)

LOCATION OF WORKS

The Successful bidder will be required to perform work as per the discipline in the following operational areas.

OPERATIONAL AREA	WTW/WWTW	Nearest Town	Coordinates
AREA 1	Voorberg Prison WWTP	Porterville	33°05'31.7"S 19°00'15.9"E
	Voorberg Prison WTP	Porterville	33°05'03.7"S 19°02'17.7"E
	Obiqua Prison WTP	Tulbagh	33°16'35.6"S 19°08'52.8"E
	Dwarsrivier Prison WWTP	Wolseley	33°28'17.4"S 19°12'22.9"E
	Dwarsrivier Prison WTP	Wolseley	33°28'17.7"S 19°12'21.9"E
AREA 2	Drakenstein WWTP	Franschoek	33°50'07.9"S 19°00'03.2"E
	Paardeberg WWTP	Paarl	33°37'37.3"S 18°50'36.5"E
	Riebeeck West WWTP	Malmesbury	33°22'25.3"S 18°53'07.9"E
AREA 3	Rûensveld-West WTP	Caledon	34°05'42.97"S 19°18'52.46"E
	Helderstroom Prison WWTP	Caledon	34°04'18.4"S 19°22'14.7"E
	Helderstroom Prison WTP	Caledon	34°04'00.8"S 19°21'54.6"E
	Brandvlei Prison WWTP	Worcester	33°45'04.4"S 19°24'48.8"E
	Brandvlei Prison WTP	Worcester	33°43'57.7"S 19°24'50.2"E
AREA 4	Rûensveld-East WTP	Swellendam	34°04'34.69"S 20°14'44.63"E
	Duivenhoks WTP	Heidelberg	34°03'33.34"S 20°57'31.83"E
	Buffeljags WWTP	Swellendam	34°02'02.1"S 20°32'13.6"E
	Buffeljags WTP	Swellendam	34°02'06.8"S 20°32'14.8"E
	Overberg Airforce Base WWTP	Bredasdorp	34°33'44.9"S 20°14'54.2"E
	Overberg Airforce Base WTP	Bredasdorp	34°33'55.8"S 20°14'48.4"E
AREA 5	Simons town Naval Base WTP	Simons town	34°11'47.1"S 18°25'16.2"E
	Saldanha Military Academy WWTP	Saldanha	33°01'11.5"S 17°55'19.9"E
	Langebaan Aviation School WWTP	Vredenburg	32°58'55.5"S 18°10'43.0"E

MANDATORY REQUIREMENTS

The information contained in the Table below is mandatory and will be used in assessing the responsiveness of bidders. Failure to submit and complete all mandatory information will result in submissions being deemed null and void and shall be considered “non – responsive” and therefore not considered.

DESCRIPTION	MINIMUM PROOF REQUIRED	TICK SUPPLIED	
		YES	NO
Tax Compliance Status	CSD Tax Compliance Proof of CSD registration number		
Completed and signed Compulsory Declaration of Interest Form	ANNEXURE 1-6 to be completed, signed and submitted		
SBD1- Invitation to bid			
SBD 3.1-Returnable price Schedule			
SBD 4-Declaration of interest			
SBD 6.1-Preference Point claim form in terms of the Preferential procurement regulation 2017			
SBD 8-Declaration of bidders past Supply Chain Management Practices			
SBD 9- Certificate of Independence			
Company registration certificate CIPRO / CIPC	Company registration documents / certificate from CIPRO / CIPC		
Certified copy of B-BBEE contribution level certificate or Sworn Affidavit	Submitted BBBEE Verification Certificate from SANAS		
Reference letters for completed projects for the discipline you are tendering for, the letter must be in the letterhead of the client.	Minimum of 2 reference letters		
Original Tax clearance certificate			
COIDA Certificate or Compensation Insurer: Federated Employers' Mutual Assurance Company Limited.	Submit a Valid COIDA certificate or A valid Letter of Good Standing must be handed in with the tender in this regard		
CIDB Certificate for the discipline you are tendering for.	Valid CIDB certificate		

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

PART A INVITATION TO BID

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

BID NUMBER:	RFQ OW-196/2020/21	CLOSING DATE:	23 February 2021	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL, TELEMETRIC AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND WASTE WATER TREATMENT PLANTS) FOR A PERIOD OF FIVE (5) MONTHS FOR THE OVERBERG WATER BOARD				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS BE DEPOSITED IN THE BID BOX
SITUATED AT

Overberg Water Board's Corporate Office
Trident Park 3, Ground Floor,
1 Niblick Way, Somerset West
Cape Town.

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes <input type="checkbox"/>			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	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)
		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? [IF YES ENCLOSE PROOF]	Yes <input type="checkbox"/> No <input type="checkbox"/>	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ANSWER PART B:3 BELOW]
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SIGNATURE OF BIDDER	DATE	
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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)
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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 SOUTHAFRICA (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

RETURNABLE SCHEDULE 2 – PRICE SCHEDULE

BIDDER: _____

Validity: 90 days

DESCRIPTION	UNITS	ESTIMATED QUANTITY	RATE	TOTAL
A. CALL-OUT RATE	R/Call out			R
B. LABOUR				
Engineer (One) - Normal time	R/H	1 Hour		R
Project Manager (One) – Normal time	R/H	1 Hour		R
Technician/Artisan (One) – Normal time	R/H	1 Hour		R
Labourer (One) - Normal time	R/H	1 Hour		R
Engineer (One) - Overtime rate <i>(after normal working hours)</i>	R/H	1 Hour		R
Project Manager (One) - Overtime rate <i>(after normal working hours)</i>	R/H	1 Hour		R
Technician /Artisan (One) - Overtime rate <i>(after normal working hours)</i>	R/H	1 Hour		R
Labourer (One) - Overtime rate <i>(after normal working hours)</i>	R/H	1 Hour		R
Engineer (One) - Overtime rate <i>(Working on Sundays and Public Holidays)</i>	R/H	1 Hour		R
Project Manager (One) – Overtime rate <i>(Working on Sundays and Public Holidays)</i>	R/H	1 Hour		R
Technician/Artisan (One) - Overtime rate <i>(Working on Sundays and Public Holidays)</i>	R/H	1 Hour		R
Labourer (One) - Overtime rate <i>(Working on Sundays and Public Holidays)</i>	R/H	1 Hour		R
C. MATERIAL/MACHINERY				
Mark-up on material	%	R 10 000-00		R
Mark-up subject to negotiation with the successful service providers.				
D. TRANSPORT				
Travelling cost for LDV	R/km	200 km		
Travelling cost for 2 Ton truck	R/km	200 km		
Travelling cost for 5 Ton truck	R/km	200 km		
SUB-TOTALS:				R
VAT @ 15%				R
TOTALS: (For evaluation purposes only).				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.
- 2.3 The bid must remain valid for 90 days after the closing date
- 2.4 Supplier invoice to be submitted with invoices of material or machinery procured/hired indicating the mark-up.
- 2.5 Mark-up % on material or machinery to be fixed for the period of the contract.
- 2.6 The preferred service provider to provide Overberg Water rates to fulfill the scope of works listed.
- 2.7 All rates must be exclusive of VAT.
- 2.8 Tenderers shall exclude value added tax (VAT) in the tendered unit rates and amounts if needed.
- 2.9 The tendered unit rates and amounts shall however include all levies and other taxes and duties on all items to which they apply.

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

Signature

Date

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

RETURNABLE SCHEDULE 3: DECLARATION OF INTEREST (SBD 4)

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 **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

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

(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 / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

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

2.9 Do you, or any person connected with the bidder, have **YES / NO**
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?

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

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

2.10.1 If so, furnish particulars.
.....

RETURNABLE SCHEDULE 4: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

SBD 6.1

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

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) | level certificate issued by an authorized body or person; | B-BBEE | Status |
| 2) | prescribed by the B-BBEE Codes of Good Practice; | A sworn affidavit as | |
| 3) | requirement prescribed in terms of the B-BBEE Act; | Any | other |
- (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:

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = 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"/>
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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 least 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

RETURNABLE SCHEDULE 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? (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)? 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	<p>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?</p>	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

RETURNABLE SCHEDULE 6: 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 A – SPECIFICATIONS

DESCRIPTION OF THE WORKS

EMPLOYER'S OBJECTIVES

The Overberg Water Board (OWB) is responsible for the development, operations, maintenance and rehabilitation of Water and Waste water treatment resources infrastructure assets. It distributes bulk (treated) water in terms of the National Water Act (NO. 36 of 1998) to its clients. These comprises of dams, tunnels, pipelines, hydro-mechanical equipment, cranes and lifting equipment, canals, pump stations, pumps and motors, telemetry outstations, Waste Water Treatment Plants (WWTP's) Water Treatment Plants (WTP's), Buildings and associated infrastructure that is positioned across the Western Cape

OVERVIEW OF THE WORKS

The prospective member of the Panel of Preferred Contractors will be expected to be capable of successfully constructing and carry out refurbishment & maintenance works to infrastructure assets comprising of inter alia dams, tunnels, pipelines, hydro-mechanical equipment, canals, pump stations, pumps and motors, telemetry outstations, Waste Water Treatment Plants (WWTP's), Water Treatment Plants (WTP's), rain water harvesting infrastructure, buildings and associated infrastructure that is positioned across the Western Cape Province. This includes emergency work that might be necessary and immediate resources reinforcement is required from Contractors.

PROJECT SPECIFICATIONS

a) CIVIL ENGINEERING WORKS (CE)

Particularly related to the construction, refurbishment, repair and rehabilitation of the following types of works but not limited to below list:

- (a) Reservoir
- (b) Dam
- (c) Tunnel
- (d) Canals
- (e) Pump stations
- (f) Water Treatment Plants (WTP's)
- (g) Waste Water Treatment Plants (WWTP's)
- (h) Pipelines (Raw water; Potable water & Waste Water)
- (i) Valve chambers
- (j) Water Tank Stands
- (k) Buildings
- (l) Sand filter refurbishment

b) MECHANICAL ENGINEERING WORKS (ME)

Particularly related to the construction, repair and refurbishment of the following types of works but not limited to below list:

- (a) Hydro-mechanical equipment (incl. pump stations)
- (b) Pipe work
- (c) Cranes and lifting equipment
- (d) Corrosion control specialists
- (e) Testing and certifying of all mechanical equipment
- (f) Review of mechanical designs and drawings

- (g) Compilation and supply of Operation and Maintenance manuals
- (h) Pumps
- (i) Dosing Pumps
- (j) Pipelines
- (k) Water treatment systems.
- (l) Waste Water Treatment Systems
- (m) Sand filter refurbishment
- (m) Air Conditioning

c) ELECTRICAL ENGINEERING WORKS (EP & EB)

Particularly related to the construction, repair, refurbishment and rehabilitation of the following types of works but not limited to below list:

- a) Electrical Motors
- b) Frequency Inverters (VSD)
- c) Submersible pumps
- d) Electrical Control Panels
- e) Street Lights
- f) Building Wiring
- g) Lights & Plugs
- h) Harmonic Filters

d) TELEMETRY

Particularly related to the construction, repair, refurbishment and rehabilitation of the following types of works but not limited to below list:

- a) Solar installations
- b) Repeater Stations
- c) Wi-Fi links
- d) Radio Links
- e) RTU's
- f) Scada Programming
- g) GSM signals
- h) Level Transmitters

e) SPECIALIST WORKS

Particularly related to the construction of the following types of works but not limited to below list:

- (a) **SD:** The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic),
- (b) **SL** The development, extension, installation, renewal removal, renovation, alteration or dismantling of structural steelwork and scaffolding,
- (c) **SO:** The development, extension, installation, renewal, removal, alteration, or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services and plumbing).
- (d) **SN:** The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.
- (e) **SQ:** The development, extension, installation, repairs, dismantling of precast walls, installation of wire perimeter fencing, diamond perimeter fencing, palisade steel fencing with posts and stay at intervals.
- (f) **SI:** The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators, travellers and hoisting machinery.

f) **GENERAL MAINTENANCE**

Gardening services
Cutting, mulching and disposal of reed beds
Disposal and transport of sludge and general waste
Dredging of sewage and water pipeline

Callout - Corrective/Breakdown Maintenance

One (1) callout charge shall be allowed per call logged with the Service Provider to assess a reported breakdown and to determine the requirements for the repair work. The callout unit rate shall be a fixed rate applicable for the full duration of a specific financial year.

Labour- Corrective/Breakdown Maintenance

Labour rates shall be a fixed hourly rate for example, one (1) Electrician and one (1) Labourer per area and financial year as indicated in the Pricing Schedule. Claims for labour shall only be for the actual time (hours) spend on site for the repair work. Labour rates must allow for the necessary site management, travel, labour, tools, equipment, material, consumables, health and safety requirements, supervision, overheads, profit, etc. required for the repair work, and must be built into the labour unit rates. Allowances must be made for any possible labour rate increases for the full duration of this term contract.

Normal office working hours are from 07h30 – 16h00 from Mondays to Friday. When workers arrive on site to carry out work related to this contract, the Overberg Water representative on this project must sign the Service Provider's job card to note the time of arrival and the time of exit on completion of the work. Each claim for payment for work done must be accompanied by a signed Service Provider's job card reflecting the actual time spent on site. No claim for payment will be processed without the signed job card attached.

Material

Each claim for parts bought for a specific job must be for the net cost of that item to which the sundry and mark-up percentages are added as per the Pricing Schedule. Each claim for payment must be accompanied by a job-specific invoice from a reputable supplier as proof of purchase for a specific job. For parts used ex stock, a job-specific proforma invoice or quotation from a reputable supplier must be attached. No claim for payment will be processed without the proof of purchase i.e. the invoice, proforma invoice or quotation attached.

All new parts installed shall carry a guarantee of a minimum period of six (6) months from date of installation. Parts must comply with the SABS standards and must be installed to manufacturer's specifications.

Mark-up on material (Parts) and Sundries

The percentage (%) mark-up as per the tender for parts bought shall be added on to the net cost of the parts supplied as per the proof of purchase, i.e. the invoice to be submitted for payment for a specific job.

1. SERVICE PROVIDER REGISTRATION

The Service Provider must be registered in the name of the Enterprise with the:

- Construction Industry Development Board (CIDB).
- Department of Labour for Compensation for Occupational Injury and Diseases Act (COIDA). A valid Letter of Good Standing must be handed in with the tender in this regard.

OR

- Compensation Insurer: Federated Employers' Mutual Assurance Company Limited. A valid Letter of Good Standing must be handed in with the tender in this regard.

Failure to provide proof will lead to disqualification.

2. EQUIPMENT, MATERIAL AND CONSUMABLES

All necessary human resources capacity, equipment and material for the successful execution of the above is to be provided by the Service Provider:

- Adequate stock of all consumables required for the proper execution of the work.
- Tools and testing equipment.
- Lifting equipment/Scaffolding.
- Core drilling equipment.
- Appropriate transport for all deployed teams and equipment.
- Access to specialized equipment.

Restrictions on how the Service Provider provides the service is listed below, but not limited to the following:

- The Service Provider will strictly control all his staff that is deployed on site.
- The Service Provider is to strictly control all its working activities on site.
- All sub-contractors used by the Service Provider must be approved by the Overberg Water Board and will be subject to any vetting process as may be required.
- Service Provider to provide Compliance Certificates on the completion of work where required.
- All variations in respect of scope of work must be requested in writing from the Water Board.

Should the Water Board require a programme showing the key activities for any requested work, it should illustrate the following:

- The start and finish dates for each of the activities, and
- The order and timing of activities which the Service Provider plans to provide the Overberg Water Board with.

3. KEY PERSONNEL

Below is a list of key personnel for this contract:

- Where applicable, a project leader must be permanently appointed by the Service Provider who is qualified that will be the contact person, the Service Provider's direct representative and takes full responsibility for quality and the timeous completion of the works. Proof of qualifications and proof of a minimum of 5 years relevant experience must be submitted with the returnable schedules.

- Fully qualified electricians to perform installation, repair and maintenance work. Proof of qualifications/experience must be submitted with the returnable schedules.

Key personnel shall be expected to operate from their company premises as the demands of the anticipated contract requires.

4. APPLICABLE KEY PERFORMANCE INDICATORS (KPIs)

- Work/ services rendered within time frames specified.
- Work/ services rendered within financial framework specified.
- Acceptable standard and quality of work delivered.

5. TURN-AROUND TIMES AND RESPONSIBILITY

- Emergencies, i.e. complete failure or where the failure affects the ability of the Water Board to perform their business functional operations. This is to the sole discretion of the Overberg Water Board – within 3 hours from being notified.
- Urgent Response, i.e. partial system failure of malfunctioning and the rest of the system is still working – within 24 hours from being notified.
- Normal response, i.e. new installations, extensions, modifications, minor repairs and general maintenance that does not affect Water Board's business functionality, or where the work does not have an immediate impact on the Water Board- within 5 working days from being notified.

Please note:

If the Service Provider does not meet these requirements (Emergency calls) Overberg Water Board reserves the right to engage the services of another service provider. For this purpose, the appointed Service Provider shall remain a continuous telephone service where staff can be reached twenty-four hours per day, seven days a week, Sundays and Public Holidays included.

6. REPORTING LINES

The successful Service Provider will perform its services under control and management of the manager of the relevant department. No instructions are to be taken from any other employee from the Overberg Water Board other than the appointed manager.

7. OFFICE

To be considered for appointment in terms of this tender, tenderers must have an office in the Western Cape through which all communication with the Water Board will flow. The address of the office must be indicated on the returnable schedules, and which will be regarded as the domicilium citandi et executandi for any contract arising from this tender submission. All the work in terms of this tender will be carried out within the Western Cape Province.

8. RISKS

In the event of the successful Service Provider being unable to perform its duties under this appointment, or if in the opinion of the Water Board the progress of work, or the quality thereof is not satisfactory, the Water Board shall be entitled to cancel the contract. The Service Provider will however first be granted the opportunity to rectify his mistakes within a mutually agreed time frame and quality of work expected.

Penalties for late completion will be R 500.00 per calendar day.

Where any damage is caused due to negligence by the Service Provider, the Service Provider shall be held responsible and shall make good such damage at his/her own expense to the satisfaction of the Water Board, and with the minimum disruption of essential services.

Special note:

Where the Water Board is forced to carry out any repairs due to the Service Provider's activities, the cost will be billed to the appointed Service Provider.

9. REMUNERATION

This is a fixed-price tender, not subject to escalation. The tenderer must allow in his tender for any cost increases that may arise during the full contract term.

- No payments will be made in advance.
- No payments will be made for material on site.
- Any fees for remuneration are to be inclusive of Value Added Tax where applicable.

Payment for services rendered is payable within 30 days on receipt of invoice issued MONTHLY.

10. TENDER EVALUATION

The final scores for responsive tenders shall be calculated as follows: sum of points scored for price based on the average tender prices over the full contract term of three years per Operational area, plus preferential points scored.

The Pricing Schedules is a hypothetical compilation of items and quantities, and the tender sum(s) will be used for evaluation purposes only.

This is not a lump-sum tender. The tenderer shall allow opposite each item for any cost involved with complying with such item. A fully completed and priced document must be submitted at RFQ closing.

11. APPOINTMENT TERMS

Tenderers shall only complete the Pricing Schedule

The successful Tenderer's appointment shall be based on the scale of tariffs as reflected in the Tenderer's Pricing Schedule in the accepted tender document, and **not** a fixed contract amount.

The appointment of the successful Service Provider will be for five-month contract period ending 30 June 2021

All the assignments will be allocated at the discretion of the Employer.

12. GENERAL

12.1 This contract will be a "Direct Contract" between Overberg Water Board and the Service Provider. The Service Provider will enter an agreement with the Overberg Water Board.

12.2 The Conditions of Tender applicable to this contract will be the latest applicable "General Conditions of Contract for Construction Works" as issued by the South African Institution of Civil Engineering.

12.3 The successful Service Provider shall within ten (10) working days after appointment provide proof of the following Insurances being in place.

12.3.1 Public Liability

12.3.2 Employers' common law liability, plant, tools, equipment and other temporary structures.

12.3.3 Motor Vehicle Liability.

The Service Provider will not be allowed to start any work without the above Insurances being in place.

12.4 The successful Service Provider must submit a Health and Safety Plan within ten (10) working days from officially being awarded the tender. The Service Provider will not be allowed on site prior to the Health and Safety Plan being approved.(where applicable)

- 12.5 All employees of the Service Provider shall be required to wear easy identifiable clothing with the Service Provider's name on the rear of all clothing/overall. No dirty or untidy clothing/overalls are to be worn on site for servicing/repairs. All workers shall be confined to the immediate area of operation.
- 12.6 The offices, depots, sites etc. will be fully operational during the execution of the work. The working area as well as the surrounding area must always be kept clean. Rubble must be removed at regular intervals. Noise and dust levels must be reduced to an absolute minimum
- 12.7 As and when required, prior to the commencement of any work, the Service Provider shall inspect the site with a representative of this Water Board to acquaint him/her with the actual site conditions as the Service Provider shall be held liable for any damage caused by their activities.
- 12.8 All known services will be pointed out by the Client when work commence. The Service Provider shall take all measures available to him in order not to disrupt services by damaging existing services during the working operations. All damages to existing services will be for his account.
- 12.9 The Service Provider shall indemnify the Water Board against any claims of whatever nature that may arise. Those include legal costs by any person including the Service Provider originating from or because of the work or because of the negligence of the Service Provider in the execution of the work.
- 12.10 Fresh water for drinking purposes will be available from existing water points free of charge. Wasting of water will not be allowed.
- 12.11 Electricity for the works will be available free of charge. The contractor must supply his/her own electrical extension leads, etc.
- 12.12 It will be the Service Provider's responsible to comply with the National Bargaining Council for the Electrical Industry of SA Rules and Regulations.
- 12.13 The successful supplier shall under no circumstance interrupt the operation of the Scheme/plant as a result of his/her activities in, or around the Scheme

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 Sikhona Mpandeni– Supply Chain Management Unit, e-mail address_smpandeni@overbergwater.co.za; Edward Nwamafela enwamafela@overbergwater.co.za. Technical enquiries. Mr. Roland September: rseptember@overbergwater.co.za and Mr. Leonard Van Niekerk: lvanniekerk@overbergwater.co.za and Mr. Lucas Situkutezi :lsitukutezi@overbergwater.co.za

9. Any quotation submitted shall remain valid, irrevocable and open for acceptance by Overberg Water for a period of Two (2) months from the closing date.
10. A supplier may request in writing, and after the closing date, that his or her quotation be withdrawn, which withdrawal will be permitted or refused at the sole discretion of Overberg Water after consideration of the reasons for the withdrawal, which shall be set out by the supplier in such a written request for withdrawal.
11. All suppliers submitting quotations must be registered on National Treasury Central Supplier Database (CSD) as Overberg Water will not award any bid for price quotation to a bidder(s) not registered on the CSD. For more information of the Central Supplier Database please contact the helpdesk at 012 – 4069222 or email csd@treasury.gov.za
12. If the supplier is an employer as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 (COIDA), the supplier shall submit either a Letter of Good Standing issued by the Compensation Commissioner in terms of the COIDA, confirming that the supplier is registered as an employer in terms of the COIDA; or confirmation of cover with a licensed compensation insurer for the full extent of the supplier's potential liability as contemplated in terms of Section 84 of the COIDA.
13. No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed of or to be disposed of may directly or indirectly influence or interfere with the work of any Overberg Water officials involved in the procurement process in order, *inter alia*, to:
 - a) influence the process and/or outcome of a bid;
 - b) incite breach of confidentiality and/or the offering of bribes;
 - c) cause over-or under-invoicing;
 - d) influence the choice of procurement method or technical standards;
 - e) influence any Overberg Water Official in any way which may secure an unfair advantage during or at any stage of the procurement process.
14. Abuse of the supply chain management system is not permitted and may result in the quotation being rejected, cancellation of the contract, 'blacklisting', and/or any such remedies as set out in Overberg Water's SCM Policy.
15. Suppliers are required to complete all declarations in the Returnable Schedules attached hereto, failing which the quotation may be declared non-responsive.

16. An 80/20 price/preference points system will be applied to the evaluation of responsive quotations, whereby the order(s) will be placed with the supplier(s) scoring the highest total number of adjudication points.

16.1 Price shall be scored as follows:

$$Ps = 80 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

Where: Ps is the number of points scored for price;
Pt is the comparative price of the quotation under consideration;
Pmin is the comparative price of the lowest responsive quotation.

16.2 Preference points shall be scored as follows:

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

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

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

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

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

- Exempted Micro Enterprise (>50% black-owned)
- Exempted Micro Enterprise (≤50% black-owned)
- Verified B-BBEE status level of contributor in terms of the Construction Sector Charter on Black
- Economic Empowerment (Board Notice 111 of 2007 published in Government Gazette No. 29616 of 9 February 2007)
- Non-compliant contributor¹

Up to **20** tender evaluation points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

1

A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor, or who is not verified in terms of the Construction Sector Charter.

- The JV agreement for JV partners must be submitted indicating percentage split for the partners to render valid.
- The JV partners must submit both mandatory and other requirements for each company.
- The successful JV bidder will be required to submit a JV bank account and VAT number.

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 .