



**REQUEST FOR PROPOSAL (RFP)**

Plant and Equipment Hire for a period  
of 36 Months, as and when required

**BID Number –  
RFP OW-266/2021/22**

**28 JUNE 2022**

**DOCUMENT INFORMATION SHEET**

<b>Title of Document</b>	<b>Plant and Equipment Hire for a of period 36 Months as and when required</b>
<b>Type of Document</b>	<b>Request for Proposal</b>
<b>Document Number</b>	<b>RFP OW-266/2021/22</b>
<b>Technical Specifications</b>	<b>M Tshifhango &amp; A Lotz</b>
<b>Department</b>	<b>Operations</b>
<b>Prepared for</b>	<b>Overberg Water Board</b>
<b>Date of Issue</b>	<b>28 JUNE 2022</b>

**DOCUMENT CONTROL SHEET**

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

<b>ORIGINAL</b>	<b>Technical Specifications Prepared by</b>	<b>Technical Specifications Reviewed by</b>	<b>Technical Specifications Approved by</b>
Date:	Name: <b>M Tshifhango</b>	Name: <b>BSC Chairperson</b>	Name: <b>Phakamani Buthelezi</b>
	Signature:	Signature:	Signature:

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

Plant and Equipment Hire for a of period 36 Months as and when required

**Procurement Number: RFP OW-266/2021/22**

Overberg Water Board is a Schedule 3B Public Entity established in terms accordance with the Water Services Act, Act No 108 of 1997 and owns several Water treatment schemes within the Overberg Region covering the areas of Caledon, Swellendam, Heidelberg and Head Office which is situated in Somerset West.

### **INVITATION AND SCOPE OF SERVICES**

Overberg Water (OW) is inviting suppliers for Plant and Equipment Hire for a of period 36 Months as and when required.

### **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:
  - (e) Price - 80,
  - (f) BBBEE Status - 20.

Request for Proposal (RFP) documents can be downloaded on e-Tender Portal and Overberg Water Board website ([www.overbergwater.co.za](http://www.overbergwater.co.za)). Documents will be available from **17H00pm on the 28 JUNE 2022.**

One original completed bid document shall be placed in a sealed envelope clearly marked: **“RFP OW-266/2021/22 “Plant and equipment hire for a of period 36 Months as and when required”**

The closing date and time for the receipt of completed bids is **19<sup>th</sup> JULY 2022 at 12h00pm** at the reception desk of the **Overberg Water Board’s Corporate Office, Trident Park 3, Ground 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. The bidder must be informed that by providing tax compliance pin number you are authorizing OWB or delegated person to check the bidder’s tax compliance on SARS E filing.

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 Supply Chain Management:**

Edward Nwamafela

Contact number: 021 851 2155

Email: [enwamafela@overbergwater.co.za](mailto:enwamafela@overbergwater.co.za)

**Technical enquiries:**

Mboniseni Tshifhango

Contact number: 021 851 2155

Email: [mtshifhango@overbergwater.co.za](mailto:mtshifhango@overbergwater.co.za)

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

## **1. BACKGROUND**

The Overberg Water Board was established in 1993 with the amalgamation of Duivenhoks and Ruensveld water boards. The Overberg Water Board is one of the national water public entities under the Department of Water and Sanitation (DWS). It exists to complement the work of the department and primarily supports the Minister as the shareholder. It is a water board providing bulk water services in terms of the Water Services Act 108 of 1997 and is subjected to a number of applicable laws such as the Constitution, the National Water Act 36 of 1998, Public Finance Management Act 1 of 1999. Overberg Water discharges its services by placing its customers ahead of the delivery menu. It has a long history of service delivery and placing customers in the forefront since its inception. Overberg Water has been a pillar of hope to its customers in terms of the quality of drinking water. The Head Office of OWB is situated in Somerset West which is approximately 40 km from the Cape Town CBD and 30 km from Cape Town International Airport. It also has three water schemes functioning as satellite offices and these are Ruensveld West, Caledon; Ruensveld East Swellendam and Duivenhoks in Heidelberg.

The Overberg Water Board's area of jurisdiction is the south-western Cape in the west to the Heidelberg/Riversdale districts in the east and bounded by the Langeberg Mountains in the north and by the Indian Ocean in the south. Its area includes the following towns: Caledon, Napier, Bredasdorp, Riviersonderend, Swellendam, Heidelberg, Riversdale and a number of other smaller areas. It is situated in one of the water management areas, namely, the Breede-Gouritz Water Management Area (BGCMA) which measures approximately 72 000 square kilometers. The BGCMA is the solewater resource authority in the catchment. The BGCMA "gives effect to its function to investigate and advise water users on the protection, conservation, management and control of water resources in a cooperative manner" (BGCMA, 2015).

## **2. PURPOSE**

The primary function of Overberg Water is mainly the provision of bulk drinking water to its customers. Viewing the location of OW schemes within the BGCMA area of jurisdiction naturally creates a symbiotic relation with the BGCMA in managing the water use.

## **3. VISION**

To become the leading regional water utility providing sustainable and competitive water and sanitation services for the region

## **4. MISSION**

To supply and maintain reliable, affordable, and good quality water and sanitation services for the region.

## **5. SCOPE OF THE REQUIRED SERVICE**

Overberg Water Board is a Water Services Institution in accordance with the Water Services Act, Act No 108 of 1997, owns and manages several water treatment facilities. Overberg Water requests service providers to hire plant and equipment as and when required, within the Western Cape Province for the period 24 months.

## **6. SAFETY**

The service provider must comply to the requirements of Occupational Health and Safety Act 85 of 1993 . The Supplier(s) 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.

## **7. TRANSPORT AND DELIVERY OF PLANT OR EQUIPMENT**

Tendered prices must include for the operator, delivery, fuel, labour and collection of the hired plant or equipment from the respective sites. Deliveries to reach sites during normal working hours between 08H00 and 17H00, unless otherwise agreed by the System Area Manager and within 1 days of placing of the official order/request for delivery and for digger loader it must be within 4 hours. Suppliers must acquaint themselves with the condition of the access roads/delivery points to ensure effective deliveries.

## **8. PRICING SCHEDULES**

Complete the pricing schedule attached.

## **9. AWARDING OF TENDERS**

The Successful bidder must be able to supply the plant and equipment listed in the pricing schedule or bidding for.

## **10. ORDERS**

The Supplier(s) must be able to supply plant or equipment at short notice should the need arise (within 24 hours after an order/request for delivery is issued). If the tenderer for any reason cannot supply the requested plant or equipment within the required timeframe, Overberg Water will have the right, without prejudicing any institutional rights, to buy/hire from another Supplier(s) until the approved Supplier(s) will be able to supply (refer to paragraph 21 of the General Conditions of Contract). Furthermore the Supplier(s) must have the capacity to supply the indicative amounts. All orders/request for deliveries will be placed on an "as and when required" basis. The bidder must receive an official order from OWB unless its an emergency or requested service is during the weekend or public holiday.

## **11. TERMINATION OF CONTRACT**

Overberg Water may terminate this contract should the Supplier(s) not comply with any of the tender specifications and/or agreed contractual arrangements.

## **12. ESTIMATED QUANTITIES**

The tender will be rates based.

## **13. PRODUCT CERTIFICATE OR LICENSE**

Overberg Water may request the tendering Supplier(s) to submit a ownership and license from the Department of Transport for plant and equipment which are to be supplied under the proposed contract, before award is made. The successful tenderer must submit a certificate of ownership of each plant or equipment before the award is made.

## **14. PERIOD OF PERFORMANCE**

The period of performance of the contract resulting from this solicitation is expected to commence as soon as the process of evaluating the tender is concluded.

## **15. ADVANCE PAYMENT**

Please note that Overberg Water Board will not be making any advance payments to the potential Supplier(s).

## **16. DESCRIPTION OF WORKS**

## **17. EMPLOYER'S OBJECTIVE**

The Overberg Water Board (OWB) is responsible for the development, operations, maintenance and rehabilitation of Water and Wastewater 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, Water Treatment Plants (WTP's), Buildings and associated infrastructure that is positioned across the Overberg area in the Western Cape

## **18. SCOPE OF WORK**

Overberg Water needs from time to time requires the service of diggers to repair pipelines . These services will be required on all three plants as the need arises These services will be needed on a very short time period and are the contractor expected to be on site within 4 hours after an official Purchase Order is issued. The water board also requires a service provider(s) to assist in providing services of a honey sucker for all its water treatment plant.



## 19. SITE INFORMATION

The project is located at the following Overberg Water Board Water Treatment Works, the Successful bidder will be required to perform work as per the discipline in the following operational areas.

WTW	Nearest Town	Coordinates
Rûensveld-East Water Treatment Plant	Swellendam	34°04'34.69"S 20°14'44.63"E
Rûensveld-West Water Treatment Plant	Caledon	-34.095319, 19.314672
Duivenhoks Water Treatment Plant	Heidelberg	-34.059237, 20.959151

## 20. PLANT AND EQUIPMENT SPECIFICATION

This appointment will be for an approved Service Provider to Hire of Plant and equipment for a contract period ending to supply, hire and operate all construction plant as and when required on site. Overberg Water may require the equipment at short notice as and when emergencies occur in the field. The construction plant required are as follows:

- Digger Loader (91-120kw)
- Honey sucker (5 – 8 TON)

## 21. GENERAL

Delivery off Honey Sucker except digger loader must take place within 1 working days of placing an official order. The digger loader must be delivered within 4 hours. The Water Board will place orders as and when required during the contract period. An official order must be issued before any delivery may be made to the Water Board. Non-compliance with the tender conditions and specifications, could lead to breach of contract and non-payment of the service completed without an official order.

**ADMINISTRATIVE 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	Tax compliance on CSD / Tax pin		
Central Supplier(s) Database Registration	Proof of CSD registration number/CSD Report		
SBD 1	Completed and signed		
SBD 4	Completed and signed		
SBD 3.2	Completed and signed		
SBD 6.1	Completed and signed. To claim preference points bidders must submit copy of their BBEE		
COIDA	Valid COIDA certificate		
Joint ventures with notary if any:			
Notary Joint Venture Agreement / Association Agreement (if applicable)			
B-BBEE rating certificate issued by SANAS recognized entity / sworn affidavit by a sub-contractor or joint ventures (if applicable):	To claim preference points bidders must submit copy of their BBEE		
Company’s registration certificate from CIPRO	Registration certificate		
The bidder must submit copy ownership and license from the Department of Transport for each plant and equipment they are bidding for or a lease agreement supported by the copy of ownership from the lessor	The bidder must submit copy ownership and license from the Department of Transport for each plant and equipment they are bidding for or a lease agreement supported by the copy of ownership from the lessor.		

**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.**

- Evaluation Method 2, which entails the balance between Functionality, Financial offer and Price & Preferences 80/20 points system, will be adopted as follows;
- Functionality Points = max 100 points (Minimum threshold=60%)
- Price=80 points (tenders will be awarded a maximum of 80 points for price)
- Preference (B-BBEE) = 20 points

## Evaluation criteria

The 80/20 preference points system as prescribed in the Preferential Procurement Regulations, 2011 Pertaining to the Preferential Procurement Policy Framework Act, (ACT NO 5 OF 2000) (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution. Bids received will be evaluated on the three (3) phases namely **Mandatory Requirements, Functionality Compliance / Specification Compliance and Price and Preference.**

### Phase 2: Technical Functionality Compliance.

Bidders must score at least 60 out of 100 in respect of functionality to qualify for advancement to Phase 3. A bidder that scores less than 60 out of 100 will be regarded as submitting a non-responsive bid and will be disqualified. Bidders who fail to obtain a minimum score for each criterion will be disqualified. A bidder must meet 60 out of 100 on technical mandatory requirements. **1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent**

Technical Functionality Requirements				
No.	CRITERIA	Rating	Weight Criterion	Individual Scoring
1	<b>LOCALITY</b>			
	<b>Location of supplier. The Bidder must submit as proof the municipality accounts for rates and taxes or a lease agreement with the lessor's municipality account for rates and taxes. The Bidder must be within or closer to the kilometers radius specified to the Water Treatment Plant that they are bidding for. The employer will use the above mentioned proof to assess the below criterion.</b>			
	The bidder is located(address as per municipality accounts for rates and taxes or a lease agreement with the lessor's municipality account for rates and takes) within 150 kilometres radius from the any or all Overberg Water Board Water Treatment Plant of which the supplier is bidding for in the specified the group(s)	1	50	
	The bidder is located(address as per municipality accounts for rates and taxes or a lease agreement with the lessor's municipality account for rates and takes) within 120 kilometres radius from the any or all Overberg Water Board Water Treatment Plant of which the supplier is bidding for in the specified the group(s)	2		
	The bidder is located(address as per municipality accounts for rates and taxes or a lease agreement with the lessor's municipality account for rates and takes) within 110 kilometers radius from the any or all Overberg Water Board Water Treatment Plant of which the supplier is bidding for in the specified the group(s)	3		
	The bidder is located(address as per municipality accounts for rates and taxes or a lease agreement with the lessor's municipality account for rates and takes) within 90 kilometers radius from the any or all Overberg Water Board Water Treatment Plant of which the supplier is bidding for in the specified the group(s)	4		
	The bidder is located(address as per municipality accounts for rates and taxes or a lease agreement with the lessor's municipality account for rates and takes) within 60 kilometres radius from the any or all Overberg Water Board Water Treatment Plant of which the supplier is bidding for in the specified the group(s)	5		
2	<b>COMPANY EXPERIENCE</b>			
	<b>Substantial Evidence: The bidder must submit reference letter(s) on a client letterhead indicating the plant and equipment hire services they is currently undertaking or have been completed. Reference letters for both completed or in progress will be allowed and must be for the machinery the supplier is bidding for e.g. Digger Loader, Honey Sucker</b>		50	
	1 Reference Letter	1		
	2 Reference Letters	2		
	3 Reference Letters	3		
	4 Reference Letters	4		
5 Reference Letters	5			
<b>TOTAL</b>			<b>100</b>	

**Functionality evaluation will be based on the criteria in the following table:**

**The Supplier(s) who fail to meet 60 out of 100 will automatically be disqualified.** **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:

<b>Area of Adjudication</b>	<b>Maximum Points</b>
Tendered Price (S <sub>P</sub> )	80
Empowerment Objectives (S <sub>E</sub> )	20
<b>Total Points (S)</b>	<b>100</b>

### **SPECIFIC CONDITIONS**

Respondents should complete all the returnable SCHEDULEs/SBD forms listed below.

### **RETURNABLE SCHEDULES**

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

<b>RETURNABLE SCHEDULE 1:</b> Invitation to Bid (SBD 1)
<b>RETURNABLE SCHEDULE 2:</b> Pricing Schedule (SBD 3.2)
<b>RETURNABLE SCHEDULE 3:</b> Declaration of Interest (SBD 4)
<b>RETURNABLE SCHEDULE 4:</b> Preference Points Claim Form (SBD 6.1)
<b>RETURNABLE SCHEDULE 6:</b> Contract Form (SBD 7.1)

### **TERMS AND GENERAL CONDITIONS**

- (a) All submissions must be received by the OVERBERG WATER no later than **12h00pm, 15<sup>th</sup> of JULY 2022**. 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.
- (f) “RFP OW-266/2021/22 “Plant and Equipment Hire for a 36 Months Period as and when required” at the Reception desk of Overberg Water Board’s Corporate Office, Trident Park 3, Ground Floor, 1 Niblick Way, Somerset West, Cape Town;

- (g) 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;
- (h) All enquiries and submissions regarding this Request for Tender (RFP) must be directed to: Mr Edward Nwamafela: Supply Chain Management Unit Contact Number: 021 – 851 2155; Email: [enwamafela@overbergwater.co.za](mailto:enwamafela@overbergwater.co.za) and/or Mr Mbuyiseni Tshifhango (Technical Queries) Contact Number: (021) 851 2155; Email: [mtshifhango@overbergwater.co.za](mailto:mtshifhango@overbergwater.co.za);
- (i) 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;
- (j) The Overberg Water reserves the right not to accept any submission.
- (k) 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”.
- (l) 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;
- (m) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;
- (n) Public Liability - Overberg Water shall not be liable in respect of any claims, damages, accidents, etc. to persons, properties, vehicle rights, etc. that may arise from the carrying out of this contract.
- (o) Tender prices must remain valid for a period of 120 days (calculated from closing date of the bid).

## DISQUALIFICATION

- (a) It must be stressed that any queries relating to this request must be addressed only to **Mr Edward Nwamafela and/or Mboniseni Tshifhango** who are identified as a contact person for this contract; Mr Edward Nwamafela: Supply Chain Management Unit Contact Number: 021 –851 2155; Email [enwamafela@overbergwater.co.za](mailto:enwamafela@overbergwater.co.za) and/or Mr Mboniseni Tshifhango (Technical Queries) Contact Number: 021 – 851 2155; Email: [mtshifhango@overbergwater.co.za](mailto:mtshifhango@overbergwater.co.za). The queries must be in writing addressed to the above mentioned officials.
- (b) Respondents are not to communicate in any manner or form whatsoever with members of Overberg Water personnel about the RFP until the preferred Supplier(s) 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.
- (e) The bid will be awarded to one or more service provider that will be able to supply all the listed items on the group schedule. Failure to quote on all items on the group will be deemed non-responsive.

**PART A  
INVITATION TO BID**

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

BID NUMBER:	RFP OW-266/2021/22	CLOSING DATE:	19 <sup>th</sup> JULY 2022	CLOSING TIME:	12H00pm
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DESCRIPTION | PLANT AND EQUIPMENT HIRE FOR 36 AS AND WHEN REQUIRED FOR 36 MONTHS

**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(S) INFORMATION**

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

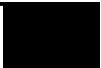
	TCS PIN:		<b>OR</b>	CSD No:	<input type="checkbox"/>
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No

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]**

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

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER(S) 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.
- 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.
- 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.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 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.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER(S) DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN MANUFACTURERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

**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.**

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

**RETURNABLE SCHEDULE 2 – PRICE SCHEDULE (SBD3.2)**

**BIDDER:** \_\_\_\_\_

**PRICING INSTRUCTIONS**

- All prices/rates must exclude VAT.
- Bidder may tender for both groups and for all the sites.
- Overberg Water Board may appoint panel of suppliers depending on category/area to enable more efficient and effective service delivery.
- Validity of unit prices is 120 days

**GROUP A**

DESCRIPTION	UNITS	ESTIMATED QUANTITY	RÛENSVELD-EAST WATER TREATMENT PLANT	RÛENSVELD-WEST WATER TREATMENT PLANT	DUIVENHOKS WATER TREATMENT PLANT
Digger Loader	R/H	1 Hr	R	R	R
VAT @ 15%			R	R	R
<b>TOTALS</b>			R	R	R
ESCALATION YEAR 2	%				
ESCALATION YEAR 3	%				

**GROUP B**

DESCRIPTION	UNITS	ESTIMATED QUANTITY	RÛENSVELD-EAST WATER TREATMENT PLANT	RÛENSVELD-WEST WATER TREATMENT PLANT	DUIVENHOKS WATER TREATMENT PLANT
Honey Sucker	R/H	1 Hour	R	R	R
VAT @ 15%			R	R	R
<b>TOTALS</b>			R	R	R
ESCALATION YEAR 2	%				
ESCALATION YEAR 3	%				

SIGNED at \_\_\_\_\_ (place) on the \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



## **BIDDER'S DISCLOSURE (SBD 4)**

### **1. PURPOSE OF THE FORM**

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

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

### **2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

---

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



**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



# 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

- 1) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the ...90/10..... 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	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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:

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

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = 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**

- Supplier(s)
- Supplier(s)
- Professional Supplier(s)
- Other Supplier(s)s, 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. ....

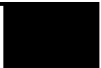
.....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....



# AGREEMENT

WHEREAS Overberg Water is desirous of engaging the Supplier for the provision of Goods and have such Goods readilyavailable 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:

<b>WTW</b>	<b>Nearest Town</b>	<b>Coordinates</b>
Rûensveld-East Water Treatment Plant	Swellendam	34°04'34.69"S 20°14'44.63"E
Rûensveld-West Water Treatment Plant	Caledon	-34.095319, 19.314672
Duivenhoks Water Treatment Plant	Heidelberg	-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

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 date of award of the tender and will continue for an initial period of 36 months.

## **6. RELATIONSHIP**

6.1 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.

## **7. CESSION AND ASSIGNMENTS**

7.1 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.

## **8. GOODS**

8.1 The Supplier shall have readily available all the goods as specified in the prices scheduled in section SBD 3.2.

8.2 The Supplier shall supply plant or equipment hired to Overberg Water at the Place of Delivery at own cost, risk and expenses.

8.3 Goods must have a minimum shelf-life of 6 months from the date of delivery.

8.4 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, become damaged beyond repair, or have a shelf-life less than required, the Supplier will remove and recover the damaged goods and supplies at its own costs.

8.5 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.

## **9. GOODS PRICE**

9.1 The purchase price for such Goods shall be the fixed Agreement unit price (as recorded in the Price Schedule) multiplied with the total quantity of all such units issued, used and/or purchased by Overberg Water as recorded; excluding VAT. Annual escalation of the Goods unit price is provided for in the Price Schedule.

## **10. PAYMENTS OF GOODS**

10.1 Payment by Overberg Water for the Goods shall be in accordance with the provisions in Section 22 as attached hereto.

## **11. INDEMNITY**

- 11.1 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:
- 11.1.1 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.
- 11.1.2 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).
- 11.1.3 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.);
- 11.1.4 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.
- 11.1.5 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
- 11.1.6 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.
- 11.2 The Supplier shall issue itself against any liability arising from the above indemnities and Overberg water may require proof of such insurance. 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.
- 11.3 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.

## **12. INSURANCE**

- 12.1 In addition to the insurance referred to in sub-clause 11.2, 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.
- 12.2 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.

### **13. SAFETY, HEALTH AND THE ENVIRONMENT**

- 13.1 The Supplier shall ensure that it complies with all relevant occupational health and safety legislation.
- 13.2 The Supplier shall ensure that the supply of Goods comply with the Environmental Management Plans of Overberg Water.

### **14. SECRECY AND CONFIDENTIALITY**

- 14.1 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.
- 14.2 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.
- 14.3 Notwithstanding the termination of this Agreement for any reason whatsoever, the contents of this clause 14 shall be valid effective for a period of four (4) years.

### **15. CONFLICT OF INTEREST**

- 15.1 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.

### **16. DOCUMENTATION**

- 16.1 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.
- 16.2 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.

### **17. RIGHT OF AUDIT**

- 17.1 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.

### **18. APPLICABLE LAW AND DISPUTES**

- 18.1 This Agreement shall be governed by and construed in accordance with laws of the Republic of South Africa.

18.2 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.

## **19. WAIVER**

19.1 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.

## **20. FORCE MAJEURE**

20.1 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.

## **21. DEFAULT**

21.1 In the event of:

21.1.1 The estate of the Supplier being sequestrated as insolvent or places under judicial management provisionally or finally.

21.1.2 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

21.1.3 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.

21.2 In the event of such termination, 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.

## **22. PAYMENT FOR GOODS**

22.1 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.

22.2 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.

- 22.3 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.
- 22.4 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.
- 22.5 The Supplier shall invoice Overberg Water as per clause 25 below.
- 22.6 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.
- 22.7 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.

### **23. SCHEDULE OF PRICES**

- 23.1 Prices and rates are firm and fixed for twelve months, after which price adjustments/escalation shall apply according to the Price Schedule. For tender evaluation purposes, the Bidder MUST include an annual price escalation even if this may not be the final actual price escalation(s) implemented or agreed upon.
- 23.2 Should, after 12 months, the price adjustment(s) be different to what was stipulated in the Price Schedule, Overberg Water and the successful Supplier shall negotiate the adjustment(s) and these will only be implemented once both parties have reached agreement.
- 23.3 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 32 of the Agreement hereunder).
- 23.4 Prices include delivery costs, insurance and freight.
- 23.5 The cost of renting gas cylinders on a monthly basis must be specified.

### **24. VAT**

- 24.1 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.

### **25. TERMS OF PAYMENT**

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

Overberg Water

PO Box 589

CALEDON

7230

Attention: Creditors Department ([krediteure@overbergwater.co.za](mailto: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

**26. TAXES**

26.1 All amounts payable in terms of this Agreement exclude VAT but are inclusive of all other costs, and no contributions, levies, imposts, duties or the like shall be payable by Overberg Water.

**32. 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 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.

**33. 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:

Overberg Water Board (Head Office)

**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

The Supplier: \_\_\_\_\_

**Physical Address:**

**Postal Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices and other communication required, permitted, or desire 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 changes fully repaid, or by hand delivery, facsimile transmission or by electronic mail.



Date of service by mail or hand deliver is the date on which such notice or other communication is received by the addressee, or if by facsimile or electronic mail, receipt of notice or communication shall be the date the facsimile or 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:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
For on behalf of:

SUPPLIER



## PART B: RFP CONDITIONS

### ALL RFP CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH THE RFP MAYBE REJECTED OR DECLARED NON-RESPONSIVE.

1. No RFP will be considered unless submitted on the official Contract Form together with all Returnable Schedules duly completed and signed.
2. RFP's 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 Ground Floor, Trident Park 3, 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 an RFP which is not substantially or materially different from the Specification.
5. Overberg Water is not obliged to accept the lowest or any RFP
6. Overberg Water shall not consider RFP's which are received after the closing date and time for such RFP's.
7. Overberg Water will not be held responsible for any expenses incurred by manufacturers in preparing and submitting RFP's.
8. Overberg Water may, after the closing date, request additional information or clarification from manufacturers, in writing.  
All enquiries regarding this bid must be in writing only, and must be directed to Edward Nwamafela – Supply Chain Management Unit, e-mail address :[enwamafela@overbergwater.co.za](mailto:enwamafela@overbergwater.co.za)
9. Any RFP submitted shall remain valid, irrevocable and open for acceptance by Overberg Water for a period of 120 days from the closing date.
10. A Supplier(s) may request in writing, and after the closing date, that his or her RFP 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(s) in such a written request for withdrawal.
11. All manufacturers submitting quotations must be registered on National Treasury Central Supplier(s) 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(s) Database please contact the helpdesk at 012 – 4069222 or email [csd@treasury.gov.za](mailto:csd@treasury.gov.za)
12. If the Supplier(s) is an employer as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 (COIDA), the Supplier(s) shall submit either a Letter of Good Standing issued by the Compensation Commissioner in terms of the COIDA, confirming that the Supplier(s) 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)'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. Manufacturers 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:

$$P_s = 80 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}}\right)$$

Where:  $P_s$  is the number of points scored for price;  
 $P_t$  is the comparative price of the quotation under consideration;  
 $P_{min}$  is the comparative price of the lowest responsive quotation.

16.2 Preference points shall be scored as follows:

- a) Points will be awarded to Bidders who are eligible for preferences in respect of B-BBEE contribution in terms of Returnable Schedule 3: Preferencing Schedule.
- b) The terms and conditions of Schedule 3 shall apply in all respects to the quotation evaluation process and to any subsequent contract.
- c) A maximum of 10 quotation evaluation points will be awarded for preference to manufacturers 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 contributor<sup>1</sup>

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

<sup>1</sup>

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.

## 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(S).

### 1. Acceptance/Contract Commencement and purchase orders

The Supplier(s)'s offer will be accepted by Overberg Water when a purchase order and/or letter of appointment is issued to the Supplier(s). The date of issue of the purchase order and/or letter of appointment shall be the commencement date of the contract. The Supplier(s) 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(s).

### 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 supplier 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. The payment are normally done on the 14<sup>th</sup> of every month and the last day of the month.

### 4. Applicable Law – Clause 30 of GCC

4.1 The Supplier(s) 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(s) in terms of this contract, the Supplier(s) shall effect and maintain the following insurances:

a) Any goods supplied to Overberg Water by the Supplier(s) in terms of this Agreement shall be fully and adequately insured by the Supplier(s) against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

5.2 The Supplier(s) shall be obliged to furnish Overberg Water with proof of such insurance.