



**REQUEST FOR PROPOSAL:  
HIRE OF PLANT AND EQUIPMENT FOR A CONTRACT  
PERIOD ENDING 30 JUNE 2023**

**BID Number –  
RFP OW- 283/2021/22**

*27 September 2021*

**DOCUMENT INFORMATION SHEET**

<b>Title of Document</b>	<b>HIRE OF PLANT AND EQUIPMENT FOR A CONTRACT PERIOD OF ENDING 30 JUNE 2023</b>
<b>Type of Document</b>	<b>Request for Proposal</b>
<b>Document Number</b>	<b>RFP OW 283/2021/22</b>
<b>Technical Specifications</b>	<b>Mr. Leonard Van Niekerk</b>
<b>Department</b>	<b>Operations</b>
<b>Prepared for</b>	<b>Overberg Water Board</b>
<b>Date of Issue</b>	<b>27 September 2021</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>Mr. Leonard Van Niekerk</b>	Name: <b>Dihajo Fransman 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  
HIRE OF PLANT AND EQUIPMENT FOR A CONTRACT PERIOD  
ENDING 30 JUNE 2023**

**Procurement Number: RFP OW – 283/2021/22**

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) requires an approved Service Provider for Hire of Plant and equipment for a contract period ending 30 June 2023, the appointed service provider will be required 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.

**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 **12H00 on the 30<sup>th</sup> September 2021**

One original completed bid document shall be placed in a sealed envelope clearly marked: **“RFP OW – 283/2021/22 HIRE OF PLANT AND EQUIPMENT FOR A CONTRACT PERIOD ENDING 30 JUNE 2023**

The closing date and time for the receipt of completed bids is **Friday 22<sup>nd</sup>, October 2021 at 12h00** at the reception desk of the **Overberg Water Board's Corporate Office, Trident Park3, 1st Floor, 1 Niblick Way, Somerset West, Cape Town**. Bids will not be opened in public and no late submissions will be considered.

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

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

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

Mr. Leonard Van Niekerk(technical) at 021 – 851 2155 or email [lvanniekerk@overbergwater.co.za](mailto:lvanniekerk@overbergwater.co.za), or Edward Nwamafela/ Sikhona Mpandeni (SCM official) at 0218512155 or email [enwamafela@overbergwater.co.za](mailto:enwamafela@overbergwater.co.za) /[smpandeni@overbergwater.co.za](mailto:smpandeni@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 OW 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'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 sole water 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).

The Water Board is also responsible for the waste water treatment plant for the various prison in the Western Cape.

## **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. The following map shows and facilitates cooperative governance of water resources through the linking of National, Provincial and Local Government as well as a host of sector partners and stakeholders.

## **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**

The construction plant required are as follows:

- Digger Loader (91-120kw)
- Mini Loader (Bobcat or similar)
- Front End Loader (min 1,72 m<sup>3</sup>)
- Excavator (0,71-1,2 m<sup>3</sup>)
- Pedestrian Roller (walk behind vibrating 750 kg)
- Water Trucks (11000 l with water pump)
- Tipper Trucks 10m<sup>3</sup>
- Mini Excavator (5 – 8 TON)
- Tractor 4X4 (min 72Kw)
- Flatbed Trucks
- Lowbed Truck
- Honey sucker (5 – 8 TON)
- Reed Mulcher

## **6. GENERAL**

- Delivery off all items except item A1 must take place within 1 working days of placing an official order.
- The digger loader (item A1) 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 the supplier will be liable for any expenses incurred as effect thereo

- Two bidders will be identified for award to ensure that if the first bidder fails to perform according to the tender conditions, the second bidder will be used from which to procure the services. The first will be held responsible for the cost difference. Overberg Water will not be obligated to place orders with the second bidder, when performance of the first bidders is of an acceptable standard.
- The Water Board reserves the right to award any item, or the whole of the contract to one or more successful bidder(s).
- Establishment shall mean that the plant or equipment is delivered and ready for operation at any of the towns, water treatment works and schemes as specified in the pricing schedule

## **7.SPECIFICATIONS**

- Tenderer must state minimum hiring / working hours, if any.
- The vehicles provided must comply with the Road Regulations and Safety acts.
- For adjudication purposes the total cost (establishment & rate) to hire the plant for 24 hours, will be used.
- The tendered rate must include insurance coverage for the plant and equipment.
- The tendered rate for all items shall include a competent driver/operator, except for item A5 where no operator is required.
- Bidders must get written approval from the WTW manager to proceed with any work/components which will attract additional costs/fees.

## **8.IMPLEMENTATION TIMETABLE**

- The contract period will be from date of commencement until 30 JUNE 2023.

## **9.OBJECTIVES**

The main purpose of the requires an approved Service Provider for Hire of Plant and equipment for a contract period ending 30 June 2023,the appointed service provider will be required 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.

## **10.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.

## **11.Advance Payments**

Please note that Overberg Water Board will not be making any advance payments to the potential service provider.



### **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 Database Registration	Proof of CSD registration number/ CSD Report		
SBD 1	Completed and signed		
SBD 4	Completed and signed		
SBD 8	Completed and signed		
SBD 9	Completed and signed		
SBD 3.2	Completed and signed		
SBD 6.1	Completed and signed		
COIDA	Valid Certificate		
Certified copy of B-BBEE certificate/Sworn Affidavit	<b>To claim preference points bidders must submit copy of their BBEE</b>		
Company's registration certificate from CIPRO			
Company profile			
Supplier must indicate their Overberg address (Preferably less than 60 km)away from the schemes	Copy of a municipal account or any other account		

**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.**

## **FUNCTIONALITY**

No functionality will be applied for this Request For Proposal

- Evaluation Method 2, which entails the balance between Financial offer and Price & Preferences 80/20 points system, will be adopted as follows;
- 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 (2) phases namely **Mandatory Requirements**, and **Price and Preference**.

## Quantitative Assessment

The method of scoring Financial Proposals and the BEE Verification Certificate is described in the attached Preference Points Claim document (SBD 6.1).

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

Area of Adjudication	Maximum Points
Tendered Price ( $S_P$ )	80
Empowerment Objectives ( $S_E$ )	20
<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 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 E 4:</b> Preference Points Claim Form (SBD 6.1)
<b>RETURNABLE SCHEDULE 5:</b> Contract Form (SBD 7.1)
<b>RETURNABLE SCHEDULE 6:</b> Declaration of Supplier's Past Supply Chain Management Practices (SBD 8)
<b>RETURNABLE SCHEDULE 7:</b> Certificate of Independent Bid Determination (SBD 9)

## TERMS AND GENERAL CONDITIONS

- (i) All submissions must be received by the OVERBERG WATER no later than **12h00, Friday the 22<sup>nd</sup> October 2021**. Respondents must submit their proposals before the closing date and time. No late submissions will be considered;
- (j) All submissions and subsequent information received will become the property of the Overberg Water and will not be returned;

- (k) 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;
- (l) Telegraphic, telexed, faxed or e-mailed submissions will not be accepted;  
One original document shall be placed in sealed envelopes clearly marked.  
“RFP OW – 283/2021/22 –“ HIRE OF PLANT AND EQUIPMENT FOR A CONTRACT PERIOD ENDING 30 JUNE 2023” at the Reception desk of Overberg Water Board’s Corporate Office, Trident Park 3, Ground Floor, 1 Niblick Way, Somerset West, Cape Town;
- (m) 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;
- (n) All enquiries and submissions regarding this Request for Proposal (RFP) must be directed to:  
- Mr. Edward Nwamafela/Ms. Sikhona Mpandeni: Supply Chain Management Unit Contact Number:028512155;Email:[enwamafela@overbergwater.co.za](mailto:enwamafela@overbergwater.co.za)/[smpandeni@overbergwater.co.za](mailto:smpandeni@overbergwater.co.za) and/or Mr. Leonard Van Niekerk (Technical Queries) Contact Number: 028 722 8000; Email:[lvanniekerk@overbergwater.co.za](mailto:lvanniekerk@overbergwater.co.za);
- (o) 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;
- (p) The Overberg Water reserves the right not to accept any submission.
- (q) 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”.
- (r) 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;
- (s) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;
- (t) 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.
- (u) 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/ Ms. Sikhona Mpandeni and/or Mr. Leonard Van Niekerk** who are identified as a contact person for this contract; Mr. Edward Nwamafela/ Sikhona Mpandeni: Supply Chain Management Unit Contact Number: 021 – 851 2155; Email: [enwamafela@overbergwater.co.za](mailto:enwamafela@overbergwater.co.za)/[smpandeni@overbergwater.co.za](mailto:smpandeni@overbergwater.co.za) and/or Mr. Leonard Van Nierkerk(Technical Queries) Contact Number: 028 722 8000; Email: [lvanniekerk@overbergwater.co.za](mailto:lvanniekerk@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 Service Provider has been selected and the procurement process completed;
- (c) Respondents are advised that should there be any contact with Overberg Water staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification;
- (d) Misrepresentation of information presented to the Overberg Water, be it on capability statement or empowerment credentials will also lead to disqualification of the respondent.

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

SBD1

**PART A  
INVITATION TO BID**

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

BID NUMBER:	RFP OW-283/2021/22	CLOSING DATE:	22 <sup>nd</sup> October 2021	CLOSING TIME:	12H00
DESCRIPTION	HIRE OF PLANT AND EQUIPMENT FOR A CONTRACT PERIOD ENDING 30 JUNE 2023				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

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

<b>1. BID SUBMISSION:</b>		
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3.	<b>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.</b>	
1.4.	<b>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.</b>	
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.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>		
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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 DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>		
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES <input type="checkbox"/> NO <input type="checkbox"/>
<p><b>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.</b></p>		

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



## RETURNABLE SCHEDULE 2 – PRICE SCHEDULE

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

**The preferred service provider to provide Overberg Water rates to fulfill the scope of works listed as on page 24.**

**NOTE:**

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. **NO** correction fluid/tape may be used.
  - 4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
  - 5.1. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding **AND** including VAT) must reflect the same amount.

	INDICATE WITH AN "X"							
Are you/is the firm a registered VAT Vendor	YES				NO			
If "YES", please provide VAT number								

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Overberg Water Board to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Overberg Water Board and subject to the conditions of tender, for the amounts indicated hereunder:

**PRICING SCHEDULE:**

HIRING OF PLANT / MACHINERY						
NO.	DESCRIPTION	UNIT	PRICE PER UNIT (EXCL. VAT)			
			RUENSVELD WEST	RUENSVELD EAST	DUIVENHOKS	DPW&I WWTW/WTW
<b>A.1</b>	<b>Digger Loader (91-120kw)</b>					
1.	Wet rate	/ hr				
2.	Minimum hours	/ hr				
3.	Establishment rate	Sum				
<b>A.2</b>	<b>Mini Loader (Bobcat or similar)</b>					
1.	Wet rate	/ hr				
2.	Minimum hours	/ hr				
3.	Establishment rate	Sum				
<b>A.3</b>	<b>Front End Loader (min 1,72 m³)</b>					
1.	Wet rate	/ hr				
2.	Minimum hours	/ hr				
3.	Establishment rate	Sum				
<b>A.4</b>	<b>Excavator (0,71-1,2 m³)</b>					
1.	Wet rate	/ hr				
2.	Minimum hours	/ hr				
3.	Establishment rate	Sum				
<b>A.5</b>	<b>Pedestrian Roller (walk behind vibrating 750 kg)</b>					
1.	Wet rate	/ hr				
2.	Minimum hours	/ hr				
3.	Establishment rate	Sum				
<b>A.6</b>	<b>Water Trucks (11000 l with water pump)</b>					
1.	Wet rate	/ hr				
2.	Minimum hours	/ hr				
3.	Establishment rate	Sum				
<b>A.7</b>	<b>Tipper Trucks 10m³</b>					
1.	Wet rate	/ hr				
2.	Minimum hours	/ hr				

HIRING OF PLANT / MACHINERY						
NO.	DESCRIPTION	UNIT	PRICE PER UNIT (EXCL. VAT)			
			RUENSVELD WEST	RUENSVELD EAST	DUIVENHOKS	DPW&I WWTW/WTW
3.	Establishment rate	Sum				
<b>A.8</b>	<b>Mini Excavator (5 – 8 TON)</b>					
1.	Wet rate	/ hr				
2.	Minimum hours	/ hr				
3.	Establishment rate	Sum				
<b>A.9</b>	<b>Tractor 4X4 (min 72Kw)</b>					
1.	Wet rate	/ hr				
2.	Minimum hours	/ hr				
3.	Establishment rate	Sum				
<b>A.10</b>	<b>Flatbed Truck</b>					
1.	Wet rate	km				
<b>A.11</b>	<b>Lowbed Truck</b>					
1.	Wet rate	km				
<b>A.12</b>	<b>Honey Sucker (5 – 8 ton)</b>					
1.	Rate per load	/ Load				
2.	Municipal disposal rate	/ Load				
<b>A.12</b>	<b>Reeds Mulcher</b>					
1.	Rate	/ hr				
2.	Establishment rate	Sum				

**PLEASE NOTE: The Water Board reserves the right to award a portion, or the whole of the contract to one or more successful bidder(s).**

**Pricing Instructions:**

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.
- 2.1.5 Bidders must show VAT payable separately on the Price Schedule.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**RETURNABLE SCHEDULE 3: DECLARATION OF INTEREST (SBD 4)**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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 favoritism, 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 authorized 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.

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

- 1.1 Full Name of bidder or his or her representative: .....
- 2.2 Identity Number: .....
- 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
- 2.4 Company Registration Number: .....
- 2.5 Tax Reference Number: .....
- 2.6 VAT Registration Number: .....

1.1.1 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.

<sup>1</sup>“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;  
| provincial legislature;
- (d) national Assembly or the national Council of provinces; or  
| Parliament.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

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

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

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

1.1.1 If so, furnish particulars.  
.....  
.....  
.....

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

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies **YES/NO**

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....  
.....  
.....

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

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

**1 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

# 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).

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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

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**

- 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 authorized 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>.....</p>
--

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

**CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated ..... for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

**RETURNABLE SCHEDULE 6: 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	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? <b>(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).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**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 7: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

SBD 9

**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 consortium<sup>3</sup> 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.

**<sup>3</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.**

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

### 1. INTRODUCTION, PROJECT DESCRIPTION & PURPOSE

- 1.1. Overberg Water Board is a Water Services Entity in accordance with the Water Services Act, Act No 108 of 1997 and owns several Water treatment schemes within the Overberg Region.
- 1.2. Overberg Water intends appointing a Construction Plant Hiring Service Provider/s for the supply and hiring (where applicable) of all plant and equipment at the existing Rûensveld West, Rûensveld East and Duivenhoks Water Treatment Works (WTW's).
- 1.3. The successful bidder / bidders will be expected to hire plant and equipment to Overberg Water Board for the contract period ending 30 June 2023.

### 2. SCHEME LOCATIONS

OPERATIONAL AREA	WTW/WWTW	NEAREST TOWN	COORDINATES
Area 1	Voorberg Prison WWTW	Porterville	33°05'31.7" S; 19°00'15.9" E
	Voorberg Prison WTW	Porterville	33°05'03.7" S; 19°02'17.7" E
	Obiqua Prison WTW	Tulbagh	33°16'35.6" S; 19°08'52.8" E
	Dwarsrivier Prison WWTW	Wolseley	33°28'17.4" S; 19°12'22.9" E
	Dwarsrivier Prison WWTW	Wolseley	33°28'17.7" S; 19°12'21.9" E
Area 2	Drakenstein WWTW	Franshoek	33°50'07.9" S; 19°00'03.2" E
	Paardeberg WWTW	Paarl	33°37'37.3" S; 18°50'36.5" E
	Riebeeck West WWTW	Malmesbury	33°22'25.3" S; 18°53'07.9" E
Area 3	Ruensveld West WTW	Caledon	34°05'42.97" S; 19°18'52.46" E
	Helderstroom Prison WWTW	Caledon	34°04'18.4" S; 19°22'14.7" E
	Helderstroom Prison WTW	Caledon	34°04'00.8" S; 19°21'54.6" E
	Brandvlei Prison WWTW	Worcester	33°45'04.4" S; 19°24'48.8" E
	Brandvlei Prison WTW	Worcester	33°43'57.7" S; 19°24'50.2" E
Area 4	Ruensveld-East WTW	Swellendam	34°04'34.69" S; 20°14'44.63" E
	Buffeljags WWTW	Swellendam	34°02'02.1" S; 20°32'13.6" E
	Buffeljags WTW	Swellendam	34°02'06.8" S; 20°32'14.8" E
	Overberg Airforce Base WWTW	Bredasdorp	34°33'44.9" S; 20°14'54.2" E
	Overberg Airforce Base WWTW	Bredasdorp	34°33'55.8" S; 20°14'148.4" E
Area 5	Simons Town Naval Base WWTW		34°11'47.1" S; 18°25'16.2" E
	Saldanha Military Academy WWTW		33°01'11.5" S; 17°55'19.9" E
	Langebaan Aviation School WWTW		32°58'55.5" S; 18°10'43.0" E
Area 6	Duivenhoks		34°03'33.34" S; 20°57'31.83" E

Note: Overberg Water Boards footprint covers approximately 6000km<sup>2</sup> and has a total pipeline of 1460km. All Plant will need to be made available at any point or pipeline along the network.

### 3. SCOPE OF SERVICES AND REQUIREMENTS

- 3.1. 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)
- Mini Loader (Bobcat or similar)
- Front End Loader (min 1,72 m<sup>3</sup>)
- Excavator (0,71-1,2 m<sup>3</sup>)
- Pedestrian Roller (walk behind vibrating 750 kg)
- Water Trucks (11000 l with water pump)
- Tipper Trucks 10m<sup>3</sup>
- Mini Excavator (5 – 8 TON)
- Tractor 4X4 (min 72Kw)
- Flatbed Trucks
- Lowbed Truck
- Honey sucker (5 – 8 TON)
- Reed Mulcher

#### **4. GENERAL**

- 4.1. Delivery off all items except item A1 must take place within 1 working days of placing an official order.
- 4.2. The digger loader (item A1) must be delivered within 4 hours.
- 4.3. The Water Board will place orders as and when required during the contract period.
- 4.4. An official order must be issued before any delivery may be made to the Water Board.
- 4.5. Non-compliance with the tender conditions and specifications, could lead to breach of contract and the

supplier will be liable for any expenses incurred as effect thereof.

- 4.6. Two bidders will be identified for award to ensure that if the first bidder fails to perform according to the tender conditions, the second bidder will be used from which to procure the services. The first will be held responsible for the cost difference. Overberg Water will not be obligated to place orders with the second bidder, when performance of the first bidders is of an acceptable standard.
- 4.7. The Water Board reserves the right to award any item, or the whole of the contract to one or more successful bidder(s).
- 4.8. Establishment shall mean that the plant or equipment is delivered and ready for operation at any of the towns, water treatment works and schemes as specified in the pricing schedule

## **5. SPECIFICATIONS**

- 5.1. Tenderer must state minimum hiring / working hours, if any.
- 5.2. The vehicles provided must comply with the Road Regulations and Safety acts.
- 5.3. For adjudication purposes the total cost (establishment & rate) to hire the plant for 24 hours, will be used.
- 5.4. The tendered rate must include insurance coverage for the plant and equipment.
- 5.5. The tendered rate for all items shall include a competent driver/operator, except for item A5 where no operator is required.
- 5.6. Bidders must get written approval from the WTW manager to proceed with any work/components which will attract additional costs/fees.

## 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 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 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 Edward Nwamafela/Sikhona Mpandeni – Supply Chain Management Unit, e-mail address [:enwamafela@overbergwater.co.za/ smpandeni@overbergwater.co.za](mailto:enwamafela@overbergwater.co.za)
9. Any quotation submitted shall remain valid, irrevocable and open for acceptance by Overberg Water for a period of Four (4) month from the closing date.
10. A supplier may request in writing, and after the closing date, that his or her quotation be withdrawn, which withdrawal will be permitted or refused at the sole discretion of Overberg Water after consideration of the reasons for the withdrawal, which shall be set out by the supplier in such a written request for withdrawal.
11. All suppliers submitting quotations must be registered on National Treasury Central Supplier Database (CSD) as Overberg Water will not award any bid for price quotation to a bidder(s) not registered on the CSD. For more information of the Central Supplier Database please contact the helpdesk at 012 – 4069222 or email [csd@treasury.gov.za](mailto:csd@treasury.gov.za)
12. If the supplier is an employer as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 (COIDA), the supplier shall submit either a Letter of Good Standing issued by the Compensation Commissioner in terms of the COIDA, confirming that the supplier is registered as an employer in terms of the COIDA; or confirmation of cover with a licensed compensation insurer for the full extent of the supplier's potential liability as contemplated in terms of Section 84 of the COIDA.
13. No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed of or to be disposed of may directly or indirectly influence or interferewith 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:

- a) 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.
- 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 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 contributor<sup>1</sup>

Up to **20** tender evaluation points (N<sub>p</sub>) 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.

**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.





