



REQUEST FOR PROPOSAL (RFP)

RE-ADVERT

PROVISION OF LEASED OFFICE
PREMISES FOR A PERIOD OF TWO
(2) YEARS, RENEWABLE FOR THE
FURTHER THREE (3) YEARS FOR
OVERBERG WATER BOARD HEAD
OFFICE(SOMERSET WEST)

BID Number –
RFP OW-395/2021/22

DOCUMENT INFORMATION SHEET

Title of Document	Provision of leased office premises for a period of two(2) years ,renewable for the further three (3) years for Overberg Water Board head office(Somerset West)
Type of Document	Request for Proposal
Document Number	RE-ADVERT RFP OW-395/2021/22
Technical Specifications	Thozama Rani
Department	Head Office
Prepared for	Overberg Water Board
Date of Issue	06 April 2023

DOCUMENT CONTROL SHEET

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

ORIGINAL	Technical Specifications Prepared by	Technical Specifications Reviewed by	Technical Specifications Approved by
Date:	Name: Thozama Rani	Name: BSC Chairperson	Name: Phakamani Buthelezi
	Signature:	Signature:	Signature:

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

**Provision of leased office premises for a period of two (2) years ,renewable for the further three (3) years for Overberg Water Board head office(Somerset West)
Procurement Number: **RE-ADVERT** RFP OW-395/2021/22**

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 **Provision of leased office premises for a period of two(2) years, renewable for the further three (3) years for Overberg Water Board head office(Somerset West)**

GENERAL TERMS AND 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) All submissions must be received by the OVERBERG WATER no later than **12h00pm, 07th of June 2023**. Respondents must submit their proposals before the closing date and time. No late submissions will be considered.
- (e) All submissions and subsequent information received will become the property of Overberg Water and will not be returned.
- (f) 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.
- (g) Telegraphic, telexed, faxed or e-mailed submissions will not be accepted.
- (a) One original document shall be placed in sealed envelopes clearly marked. **“RE-ADVERT RFP OW-223/2021/22 “Provision of leased office premises for a period of two(2) years,**

renewable for the further three (3) years for Overberg Water Board head office(Somerset West)” at the Reception desk of Overberg Water Board’s Corporate Office, Trident Park 3, Ground Floor, 1 Niblick Way, Somerset West, Cape Town;

- (b) 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.
- (c) 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 and/or Mrs. Thozama Rani(Technical Queries) Contact Number: (021) 851 2155; Email: trani@overbergwater.co.za;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.
- (d) The Overberg Water reserves the right not to accept any submission.
- (e) 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”.
- (f) Submission of a Request for Proposal and its subsequent receipt by Overberg Water does not represent a commitment on the part of the Overberg Water to proceed further with any Respondent or any project.
- (g) No costs incurred by the Respondents in the preparation of their submission will be reimbursed.
- (h) 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.
- (i) Tender prices must remain valid for a period of 120 days (calculated from closing date of the bid).

DISQUALIFICATION

It must be stressed that any queries relating to this request must be addressed only to **Mr. Edward Nwamafela and/or Mrs. Thozama Rani** 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 and/or Mrs. Thozama Rani (Technical Queries) Contact Number: 021 – 851 2155; Email: trani@overbergwater.co.za. The queries must be in writing addressed to the above-mentioned officials.

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.

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.

Misrepresentation of information presented to the Overberg Water, be it on capability statement or empowerment credentials will also lead to disqualification of the respondent.

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.

The following scores will be applied:

Price	80
BBBEE	10
Specific Goals	10

Request for Proposal (RFP) documents can be downloaded on e-Tender Portal and Overberg Water Board website (www.overbergwater.co.za). Documents will be available from **17H00pm on the 16th of May 2023**.

One original completed bid document shall be placed in a sealed envelope clearly marked: **“RE-ADVERT RFP OW-395/2021/22 “Provision of leased office premises for a period of two (2) years, renewable for the further three (3) years for Overberg Water Board head office(Somerset West)”**. **Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted.** Bidders must ensure that tender documents are delivered to Overberg Water Board in the tender box before the closing date and time of the tender. If the tender document is late, it will not be accepted and will be disregarded. Bid proposals submitted on time shall not be returned to the bidder.

The closing date and time for the receipt of completed bids is **07th of June 2023 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, the name of the bidder received on time will be published on OWB website within 10 days of receiving the bids.

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.

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

Technical enquiries:

Thozama Rani

Contact number: 021 851 2155

Email: trani@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 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).

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

5.1 LEASE ARRANGEMENT

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 leasing of office premises for Overberg Water Board Head Office(Somerset West) for a period of two (2) years, renewable for further three(3) years.

Term: Two (2) years, renewable for further Three (3) years

Inception date: 1 August 2023

Business days: Monday to Friday excluding public holidays.

Number of Employees: +/- Thirty (30) people

Radius: Within Five (5) kilometers **Trident Park or Sanctuary Shopping Centre**

Office Space Size: 300 square meters to 500 square meters. The workplace must include reception, boardroom, committee room, strong room/similar, server rooms, parking, ablution facilities etc. The property should allow for exterior signage space for use by OWB.

Packing: 20 Parking spaces (included)

Refurbishment: The landlord must be willing to undertake all refurbishment on behalf of OWB, OWB will reimburse the landlord for all cost negotiated less any tenant installation allowance provided. The bidder must provide for a tenant installation of not less than five (5) rental amount. The refurbishments will form part of the final lease agreement signed.

The structure shall be in Somerset West area within five (5) kilometers radius from **Trident Park or Sanctuary Shopping Centre** shall be easily accessible for the general public. The OWB will not consider office space that is next to any business that has a potential of producing fumes that may be uncomfortable to employees and visitors such as mechanic shop, paint shop, manufacturing shop, scrap yards, beerhalls, etc. In addition, the OWB reserves the right to perform visual and quality checks on all sites proposed. The office space must be located in a generally safe area where officials will not be at risk when leaving the office after hours. Preferable in Somerset West. The proposed office must afford easy access to public transport so that it is easy for both staff and clients to have access to the premises. The building must be in close proximity of sufficient public parking facilities to accommodate visitors. The OWB requires office space that can accommodate staff members, meeting facilities / boardroom, kitchen, storage and sufficient ablution facilities. The size of the office space must be approximately between 300 to 500 square meters to cater for present and future needs. Building structure specifications: the building must comply with the Department of Public Works specifications on minimum requirements of office space accommodation (DPW-11.1 (LS) as well as generally with the latest South African Property Owners Association(SAPOA) Office grading. It is the requirement that the office should have high quality finishes, air conditioning, adequate on-site parking, good lobby finish, safety /security, and high presentation and maintenance. Parking and outside / exterior areas: A minimum of twenty-five (20) freely

accessible secured parking bays for staff and visitors. The office accommodation must have adequate trucking for network communication infrastructure. Floor ceiling height: a clear floor ceiling height of a close as possible to 2.7m shall be maintained in all general areas of the building. Partitioning and doors: all closed office must have floor ceiling walls, include solid core doors of at least 900mm and be fitted with quality 5 pin cylinder lock sets (or relevant subject the OWB approval) with two keys each which shall be handed over to the OWB. Age and upgrading: generally 10 to 30 years may be considered. The OWB reserves its right regarding the determination of office design within the tendered amount. Public environment: Safe, attractive and clean. The office layout must provide public entrance that is safe. There must also be emergency exits with ease access to the exterior environment. Fire extinguishers: The building must have fire extinguishers in line with the regulations. Alarm and Armed response: The building must have acceptable alarm and armed response equipment as determined by the OWB. If the building is not on the ground floor, lifts or escalators must be available for easy access. The building must comply with the Occupational Health and Safety Act, Number 85 of 1993 as amended, the National Building Regulations and Building Standards Act of 1997 as amended (SANS 0040), Municipal by-laws and the local fire regulations taking into account 2.6 above. The OWB require an appropriate certificate. Electrical installations to meet SANS 10142 and Code of Practice-interior lighting SABS. (electrical compliance certificate required) Appearance: The office must be aesthetically acceptable to the OWB. A description of security arrangements for the rented space. All offices will require at least 1 15A outlet socket as well as clean power supply unit. The office must in addition to the general office space make provision for 3 office room suited for Executive Management and 3 office rooms suited for Senior Managers. The OWB shall on finalizing the floor layout design identify additional positions for power outlets. Kindly note: The office layout as per the requirements of the Agency will be the responsibility of the owner. Each office shall be provided with its own light switch in a suitable location near the door. Lighting according to the following: Standards must be provided:

- General offices 500 lumens
- Boardroom 500 lumens dimmable to 50 lumens (at least 4 X 58W 5ft double fittings)
- Committee room of approximately 50 square meters. Toilet facilities: Provisioning is to be made in accordance with National Building regulations. Must be sufficient accommodate minimum of 3 personnel for both males and females at a time. Minimum of kitchen layout: Provision is to be made for a medium kitchen in which a sink as well as hot and cold water is available. The kitchen must also have power points to accommodate appliances and must include have sufficient space for dining. Two boardrooms: Large & medium boardroom for meetings. Space planning: Once the bid has been awarded to the successful bidder, the OWB will within seven (7) days require an electronic copy of the building floor layout plan. Air conditioning: All offices must have an air- conditioner with a quality modern system. In the absence of the air conditioning the landlord shall be responsible for the installation, repairs and maintenance of the air conditioning system. The building must have ICT infrastructure and

backup generator in case of load shedding if not the installation of generator as a backup as a special requirement to be installed by the lessor at the request of the lessee. Costs to be incurred by the landlord. Maintenance, Services and repairs: Quality maintenance services must be provide details of the maintenance services. Proposal rate: The rental rate shall be fully serviced, all-inclusive rental rate, including but not limited to security, janitorial services, pest control and repairs. If the proposed space has more square meters than what is requested, then the rental rate shall be based on the requested square meters. To provide a fair basis for comparison, list the remaining balance of space available at no cost to the lessee. All improvements to the rented space / premises shall be provided by the lessor, at the lessor expenses. All exterior windows must have a covering allowing the tenant to regulate natural lighting into the leased space. Vertical blinds are in most cases the preferred window covering, but other alternatives will be specified in the bid proposal. Floor covering must be of an acceptable standard and quality to last for at least ten (10) years under minimum commercial traffic conditions. The proposal must include the description of the finish including paint, trim, floor covering and window covering. Tinting/Dimming of inside office glass dividers will be the responsibility of the lessor. The service provider must be accredited with relevant regulatory body in property management. Please attach valid accreditation. The service provider must provide proof of mandate if acting on behalf of the landlord. The service provider must provide a building which has green potential. **The floor plan must be able to cater for the following key area: Table 1**

No.	Department	Estimated No. of current staff
1	Chief Executive Officer (Executive)	01
2	Strategic Support (Middle Manager) the office must be close to the CEO office with	01
3	Chief Financial Officer (Executive)	01
4	Chief Operation Officer (Executive)	01
5	Senior Manager - 1 per office	03
6	Middle Manager 1 per office	03
7	Payroll Office	01
8	Kitchen	
9	Other -Open plan (should be able to cater for 12 -cubicles)	12
10	Server Room	01
11	Reception Area	01
12	Boardroom	01
13	Committee Room	01
14	SCM Filling Room – Strong room(fire sprinkle)	01

No.	Department	Estimated No. of current staff
15	Filing Room Finance	01
16	Ablution facilities (Female -at least two toilet cubicles)	01
17	Ablution facilities (Male -at least two toilet cubicles and two urinal)	01
18	Parking Bay	20

6. SAFETY, SECURITY AND ACCESS CONTROL

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. The building must have the required fire emergency infrastructure and necessary fire emergency exit points, fire alarms, fire sprinklers and smoke detectors. An emergency generator as a backup to the electricity supply and UPS must be provided. The property must have a 24-hours physical security guarding service, with armed response for the duration of the lease. The building must be accessible to people with physical impairment and include ramps and/or lifts where necessary. The building must have a centrally controlled building access system, and a centrally access system to the server room and other confidential spaces/rooms.

7. NETWORKS AND CONNECTIVITY

The bidder must provide backbone and floor network cabling and ensure that all spatial, safety, power and environmental design is compatible with the OWB existing ICT network, hardware equipment and infrastructure design. The bidder must provide a server room for WAN and core network and telephony network patch room and cabinet for every 30 users or networked device floor points. A network patch cabinet within a 100-meter cabling distance of each user or networked device floor points. The building must have the required network infrastructure, including network and telephone points, power skirtings accommodating the computer and telephone network and a UPS facility integrated into specific power points. There should be a minimum of two (2) plug points per workstation.

The required network and telecommunication infrastructure must be installed and available for the user by no later than 01 August 2023.

8. PRICING SCHEDULES

Complete the pricing schedule attached. The proposal must include an estimate of the costs of refurbishment and the tenant installation allowance. No deposit will be paid for the rental of the building.

9. AWARDING OF TENDERS

The Successful bidder must be able to lease of office premises for Overberg Water Board Head Office (Somerset West) for a period of two (2) years, three (3) years renewable.

10. 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. The period of lease is two (2) years, with an option to extend for a further three (3) years. OWB reserves the right to terminate the lease agreement at any stage of the contract at no cost, provided that a three (3) months' notice of termination is issued to the service provider.

11. 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.

12. ADVANCE PAYMENT

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

13. PROJECT MANAGEMENT

The bidder must have provide a project manager at their cost who will oversee the occupation and tenant installation and handle all the possible queries.

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 , Site Visit and Price and Preference.

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		
SBD 7.1	Completed and signed		
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 provide a building zoning certificate issued by the local authority for office, business or commercial purposes.			
The bidder must submit an approved existing floor plan and a floor plan (not to scale) sketch must be provided indicating the office layout. The floor plan must provide for a minimum of 400 square meters of usable office space.			

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=75%)
- Site Inspection = max 100 points (Minimum threshold=75%)
- Price=80 points (tenders will be awarded a maximum of 80 points for price)
- Preference (B-BBEE) = 20 points

Phase 2: Functionality Compliance.

Note that bidders will be required to achieve a minimum of 75% for phase 2 of the functional evaluation criteria in order to progress to be evaluated for the site inspection. A bidder that scores less than 75 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 75 out of 100 on technical mandatory requirements.

1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent

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

Functionality Requirements				
No.	CRITERIA	Rating	Weight Criterion	Individual Scoring
1	Locality -Existing Building (Reference Point - The property must be in convenient and safe area which is in a proximity to Sanctuary Shopping Centre, Somerset West. The property address must be provided)		30	
	Preferred Area: Location of the property should be located within the Sanctuary Shopping Centre Somerset West.			
	The property is located within 5 kilometres radius or more from the Sanctuary Shopping Centre radius, Somerset West.	1		
	The property is located within 4 kilometres radius from the Sanctuary Shopping Centre radius, Somerset West.	2		
	The property is located within 3 kilometres radius from the Sanctuary Shopping Centre, Somerset West.	3		
	The property is located within 2 kilometres radius from the Sanctuary Shopping Centre, Somerset West	4		
	The property is located within 1 kilometre radius from the Sanctuary Shopping Centre, Somerset West.	5		
2	Security of the building		10	
	Security building (24 hrs Physical security, 24 hrs armed response and burglar proofing)			
	No security	1		
	Security (24 hrs Physical security, 24 hrs armed response and burglar proofing)	5		
3	Floor/Space Plan Bidder must submit a draft floor and space plan. which outlines the following: a) The floor plan is as per key areas outlined in point 5.1 (table 1) b) Fire emergency exits. c) Air conditioning locations d) Lifts and paraplegic access		20	
	The floor and space plan submitted and addresses with only one (1) requirement indicated above	1		
	The floor and space plan submitted and addresses with only two (2) requirements indicated above	2		
	The floor and space plan submitted and addresses with only three (2) requirements indicated above	3		
	The floor and space plan submitted and addresses with only Four (4) requirement indicated above	4		
	The floor and space plan submitted and addresses with only all five (5) requirements indicated above	5		
4	Network and Connectivity			
	The bidder must provide backbone and floor network cabling and ensure that all spatial, safety, power and environmental.			

Functionality Requirements				
No.	CRITERIA	Rating	Weight Criterion	Individual Scoring
	design is compatible with the OWB existing ICT network and hardware equipment and infrastructure design.		20	
	The bidder must provide. <ul style="list-style-type: none"> - A server room for WAN and core network and telephony network patch room and cabinet for every 30 users or networked device floor points. - A network patch cabinet within a 100-meter cabling distance of each user or networked device floor points. - The building must have the required network infrastructure, including network and telephone points, power skirtings accommodating the computer and telephone network and a UPS facility integrated into specific power points. - There should be a minimum of two (2) plug points per workstation. 			
	Bidder didn't provide all the above requirements	1		
	Bidder provides all the above requirements	5		
5	Building Requirements The building must meet all other requirement as outlined in the bid specifications:		20	
	<ul style="list-style-type: none"> - The building must have the required fire emergency infrastructure and necessary fire emergency exit points, fire alarms, fire sprinklers, and smoke detectors. - An emergency generator as a backup to the electricity supply and UPS must be provided. - The building should have fully fitted blinds installed. - The building must have fully fitted and operational air conditioning units to cater for the 500 staff members. - Project manager CV - Landlord will provide for external signage space for OWB 			
	Bidder didn't provide all the above requirements	1		
	Bidder provides all the above requirements	5		
Total			100	

The Supplier(s) who fail to meet 75 out of 100 will automatically be disqualified
Quantitative Assessment

Phase 3: Site Inspection.

Bidders who achieve all mandatory requirements and meets the minimum score for both phases of the functional evaluation criteria will be shortlisted for a site inspection. The bidder will be required to score a minimum of 75% for the site inspection in order to progress to be evaluated for Price and BBB-EE

Site Inspection	Criteria	Points Allocation	Bidder's Scoring
The bidder must be available to show case and perform a physical walkthrough of the proposed premises, including the parking bays	Building Size and Location	10	
	Parking bays	10	
	Building Condition and Access	10	
	Building and Floor Structure and Layout	10	
	Ablutions Facilities	5	
	Air-Conditioning	5	
	Networks and ICT Infrastructure	5	
	Security and Access Control	5	
	Backup Generator	5	
	The bidder must provide a copy of the title deed for the building to confirm ownership thereof. In the event that the building is not owned, the bidder must submit an agreement with the landlord.	5	
	The bidder must provide a valid electrical compliance certificate.	5	
	The bidder must provide a municipal certificate for the premises.	5	
	The bidder must submit a fire compliance certificate	5	
	The bidder must submit a plumbing certificate	5	
	The bidder must submit a structural certificate of compliance	5	
The bidder must submit evidence of risk insurance schedule covering the entirety of the building.	5		

Phase 4: Price and BBBEE.

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

Area of Adjudication	Maximum Points
Tendered Price	80
BBBEE	10
Specific Goals	10
Total Points (S)	100

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:	RE-ADVERT RFP OW-395/2021/22	CLOSING DATE:	7 th of June 2023	CLOSING TIME:	12H00pm
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DESCRIPTION Provision of leased office premises for a period of two(2) years ,renewable for the further three (3) years for Overberg Water Board head office(Somerset West)

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT

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
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CELLPHONE NUMBER

FACSIMILE NUMBER	CODE	NUMBER
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN: OR CSD No:

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] Yes No B-BBEE STATUS LEVEL SWORN AFFIDAVIT Yes No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR

NAME:

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

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



**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 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:

By signing the Price Schedule, a bidder warrants that:

- the relevant quotation is correct;
- the rates(s) and prices(s) quoted cover all the work/item(s) specified in the quotation document;
- the rate(s) and price(s) cover all the supplier's obligations under a resulting contract, including all disbursements;
- any mistakes and/or omissions regarding rate(s) and price(s) or errors in calculation shall be at the supplier's risk.
- Bidders must show VAT payable separately on the Price Schedule.

BID PRICE PER ITEM

Year 1, commencing 1 September 2023							
No.	Description	Lettable area	Unit	Rent per unit	Total rental (excluding VAT) for 12 months	VAT @15%	Total rental (VAT included) for 12 months
1	Office space		M ²				
2	Parking		Bays				
3	Other charges		M ²				
Total for year 1:							

Year 2							
No.	Description	Lettable area	Unit	Rent per unit	Total rental (excluding VAT) for 12 months	VAT @15%	Total rental (VAT included) for 12 months
1	Office space		M^2				
2	Parking		Bays				
3	Other charges		M^2				
Total for year 2:							

Year 3							
No.	Description	Lettable area	Unit	Rent per unit	Total rental (excluding VAT) for 12 months	VAT @15%	Total rental (VAT included) for 12 months
1	Office space		M^2				
2	Parking		Bays				
3	Other charges		M^2				
Total for year 3:							

Year 4							
No.	Description	Lettable area	Unit	Rent per unit	Total rental (excluding VAT) for 12 months	VAT @15%	Total rental (VAT included) for 12 months
1	Office space		M^2				
2	Parking		Bays				
3	Other charges		M^2				
Total for year 4:							

Year 5							
No.	Description	Lettable area	Unit	Rent per unit	Total rental (excluding VAT) for 12 months	VAT @15%	Total rental (VAT included) for 12 months
1	Office space		M^2				
2	Parking		Bays				
3	Other charges		M^2				
Total for year 5:							

Milestone	Total cost (VAT and disbursements included)
Total early discounted occupational rental for the period 1 September 2023 to 31 August 2024	
Total rental payable (office space, parking and other) for full two-year period, from 1 September 2023 to 31 August 2025	
Total rental payable (office space, parking and other) for full three-year period (should the option to extend be exercised) from 1 September 2025	
Tenant installation costs	
TOTAL COST (VAT AND DISBURSEMENTS INCLUDED)	

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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

¹ 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.

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 consortium² 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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1 GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

(A) The applicable preference point system for this tender is the 90/10 preference point system.

(B) The applicable preference point system for this tender is the 80/20 preference point system.

(C) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
BEE POINTS	
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

“**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (a) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (d) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

Regarding paragraph 4.2(a) 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the B-BBEE scorecard as follows

	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

Regarding paragraph 4.2(b) 50% of the 20/10 points will be allocated to promote this goal. Points will be allocated as follows:

A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act. may only score in terms of the 80/90-point formula for price; and scores 0 points for the relevant specific goals where the supplier or service provider did not stipulate locality.

Specific Goal	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
100% Women Groupowned	5	2.5
100% Black DesignatedGroup owned	3	1.5
Within the boundaries of the Western Cape	2	1

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

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;

recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SBD 7.1

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 numberdated 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 ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

AGREEMENT

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

WHEREAS 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:

Duivenhoks WTW	- 34.059237, 20.959151
Ruensveld East WTW	- 34.076234, 20.245964
Ruensveld West WTW	- 34.095319, 19.314672

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 24 months, renewable for the further 3 years.

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 sequestered 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)

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 desired to be given hereunder must be in writing and sent by registered or certified mail (return receipt requested), or by courier or overnight delivery, with all postage or charges fully repaid, or by hand delivery, facsimile transmission or by electronic mail.

Date of service by mail or hand delivery is the date on which such notice or other communication is received by the addressee, or if by 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
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
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 contributor¹

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

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

¹

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

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 manufacturers 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. Manufacturers 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(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.