

REQUEST FOR QUOTATION

SUPPLY CHAIN MANAGEMENT



Authorised: CEO

Version: 1

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RFQ NUMBER: RFQ OW-466/2021/22

DESCRIPTION: PROFESSIONAL SERVICES PROVIDER TO DEVELOP A DOCUMENT THAT WILL ASSIST THE OVERBERG WATER BOARD TO ANALYSE & INTERPRET THE LANDSCAPE FOR GROWTH, GEOGRAPHICAL EXPANSION AND REVENUE INCREASE.

CLOSING DATE: 15 December 2022

CLOSING TIME: 12:00

COMPLUSORY BRIEFING

IMPORTANT NOTES TO SUPPLIERS

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

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RETURNABLE SCHEDULES

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

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

IMPORTANT QUOTATION INFORMATION

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

| | |
|---|--|
| A | Specification |
| B | RFQ Conditions |
| C | General and Special Conditions of Contract |

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: | OW-441/2018/19 | CLOSING DATE: | 15 December 2022 | CLOSING TIME: | 12H00 |
| DESCRIPTION | Professional services provider to develop a document that will assist the overberg water board to analyse & intepret the landscape for growth, geographical expansion and revenue increase | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). | | | | | |

BID RESPONSE DOCUMENTS BE DEPOSITED IN THE BID BOX SITUATED AT

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

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

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

| | | | | | |
|---|------------------------------|-----------------------------|--|---------------------------------|-----------------------------|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | [IF YES ENCLOSE PROOF] | | | [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 | | | |

SBD1

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

2. PREPARATION OF SUBMISSIONS

All the returnable documents listed below must be properly completed and signed before they are submitted.

RETURNABLE ANNEXURES

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

| |
|---|
| SBD 1: INVITATION TO BID AND THE TERMS AND CONDITIONS OF BIDDING (ANNEXTURE 1) |
| PRICING SCHEDULE (ANNEXURE 2) |
| SBD 4: DECLARATION OF INTEREST (ANNEXURE 3) |
| SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT (ANNEXTURE 4) |
| SBD 8: DECLARATION OF SUPPLIER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (ANNEXURE 5) |
| SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION (ANNEXURE 6) |

3. SCOPE OF THE WORK

3.1. The scope of work should cover but not limited to the following:

- a) Conduct a detailed analysis into the Overberg Region which is the area of jurisdiction of Overberg Water Board, to identify any Strength, Weaknesses, Opportunities and Strength in relation to achieving growth within the region
- b) Conduct a detailed analysis into the Overberg Region which is the area of jurisdiction of Overberg Water Board, to identify any Political, Economical, social, technological, Environmental and Legal factors in relation to achieving growth within the region.
- c) Identify opportunities for growth within the ambit of activities outlined in Section 29 and 30 of the Water Services Act within the Region
- d) Identify opportunities for growth within the ambit of activities outlined in Section 29 and 30 of the Water Services Act outside of the Overberg Region but within the Western Cape Province.
- e) Identify opportunities that would be defined as quick wins due to them being immediately being implementable.

4. Project phases

4.1. Phase 1

4.1.1 Operational and technical (Water and sanitation)

- a) Water resource availability, existing licensed abstractions, over abstractions and projected shortfalls).
- b) The current service area and customers.
- c) Ministerial Directive
- d) Secondary functions
- e) Projected demands to meet service delivery needs (short, medium, and long term).
- f) All plants and schemes (Water resource, bulk water, and sanitation).
- g) Installed capacities vs utilised capacities (*system capabilities and how much is used*).

- h) Condition of key infrastructure including status and age infrastructure, and status of Operations and Maintenance (high-level assessment).
- i) Extensions to all plants and schemes (committed and planned).

4.1.2 Socio-Economic analysis of area service

- a) Demographic considerations
- b) Lifestyle trends
- c) Consumer beliefs
- d) Attitudes around working condition

4.1.3 Financial

- a) Financial Systems
- b) Assets and asset values.
- c) Current financial viability and sustainability (based on key financial ratios and projections and assessed financial risks).
- d) Committed and planned CAPEX.
- e) All loans and borrowings (including the latest borrowing limits granted).
- f) Debtors/creditors profile.
- g) Other contracted financial obligations.
- h) Contingent assets and liabilities.
- i) Tariff structures.
- j) Financial Policies

4.1.4 Human Resources

- a) Change management
- b) Conditions of service.
- c) Organisational organograms (filled and vacant posts).
- d) Staffing levels and competency/skills profiles.
- e) Skills mix and skills gaps.
- f) Pay levels (based on Total Cost to Company) using the Hay Grading methodology or a comparative methodology).
- g) Incentive schemes.
- h) Staff benefits (Retirement funding, medical aid, leave entitlements etc.).
- i) Recognition of Trade Unions/levels of representation and agreements.

4.1.5 Business Processes and Systems

- a) The IT platforms and systems used for primary business processes. (financial, operational, maintenance, metering and billing, human resource, payroll, procurement, laboratory analyses, etc.).
- b) Telemetry, SCADA, GIS, and asset management systems.
- c) Performance management.
- d) Risk management.
- e) Policies, procedures, and processes.

4.1.6 Legal

- a) All key business contractual commitments/obligations including financial (short, medium, and long term).
- b) Servitudes and immovable asset ownership (properties etc.).
- c) All legal liabilities and outstanding legal matters.
- d) The legal positions of (or between) the Water Boards, the Department of Water and Sanitation and the Municipalities.

Conduct a high-level Assessment of Operational Capability (*“the availability of and effective interface between technical (plant and associated delivery infrastructure), business systems, processes and the human capacity and skills of the Water Board to execute its Strategic Intent and mandate”*).

5. Phase 2 Development of Business Case and transitional plan (Duration of 2 months).

- a) Opportunities for leveraging economies of scale.
- b) Asset condition ownership and future requirements (this is critical in instances where it is envisaged water board may take over DWS regional schemes/assets).
- c) Diversity of services provided or required (Water resource, bulk water, bulk industrial wastewater, bulk domestic wastewater).
- d) Regional demographics, urban/rural mix, social and economic conditions, cross subsidisation etc.
- e) Financial arrangements (Pricing Strategy, financial projections, financial results, asset transfer).
- f) Institutional viability and including the financial viability/sustainability of the options, the capacity to raise debt.
- g) The viability of the retail water services provision functions at municipal level as this will impact on water board viability.
- h) Human resources management (Transformation imperatives, human resource, and transformation imperatives). Capacity and skills availability etc. in the sector/entities. Transfer of staff and labour related complexities.
- i) Transition and Transfer Considerations -Under this section, due consideration should be taken of the existence of the water boards that must be consolidated to progressively evolve into regional water utilities. The proposed transitional arrangements should not destabilise service delivery.
- j) Options for the Institutional Model with recommendations for the preferred option.
- k) Identification of and stakeholders that will be impacted upon if the option is implemented and the nature of the impacts.
- l) Functional and organisational design issues (organograms, redefinition, and alignment of job descriptions). Current human capacity versus future capacity requirements must be mapped out clearly
- m) Human resource management systems in particular proper management of performance, personnel records (leave, implications on pension and how this will be managed, existing skills development plans and performance management).
- n) Legal processes and implications relating to the disestablishment of water boards and establishment new entities.
- o) Risk analysis and indicators (Risk analysis)
- p) Operational and service delivery indicators
- q) Implementation considerations
- r) All assets and ownership.
- s) Draft report, host a workshop with the Entity to discuss and inputs and update with comments received from key stakeholders (Duration of 1 month)

6. REQUIRED SKILLS

- 6.1 This assignment requires a Multi-disciplinary team consisting of specialists with the following competencies:
- 6.2 Sound understanding of the Water Sector in the context of Legislation, Policy, Institutional arrangements, and performance of state-owned entities.
- 6.3 An understanding of the current government (National, Provincial and Local) structures legislation, policy, and objectives).
- 6.4 Sound financial business acumen and ability to analyse financial performance, viability, sustainability and understanding of financial markets, credit rating and borrowings for state entities.
- 6.5 Strong technical experience and engineering of infrastructure service delivery industries and water services.
- 6.6 Stakeholder Management skills and experience.

- 6.7 Experience in establishing and dis-establishing state owned entities. Ability to conduct comprehensive due diligence, roadmap for the establishment of the new business and manage the transition.
- 6.8 Change management and communication skills.
- 6.9 Extensive experience in human capital including the development of organisational designs, job profiles, grading and matching and placing.
- 6.10 Risk and Legal specialists to ensure compliance with all legislation and governance principles.
- 6.11 Exceptional project management skills.
- 6.12 The deployment of the above skills should be coupled with the ability to plan, lead, and facilitate a change management plan to ensure a smooth transition within the Water Boards. This pool of skills should be supported by expertise in project management to enhance the success in the running of the project. Above all, understanding of water supply operations and maintenance, legal and contractual management, and ability to conduct due diligence is of primary importance.

7. DURATION OF CONTRACT

The contract is expected to run for 6 Months, commencing on the date of signing the Service Level Agreement. The successful bidder should be able to start from January 2022

8. PHASE 1: ADMINISTRATIVE 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? |
| Tax pin | Proof of registration with SARS | |
| CSD Report | Proof of CSD registration number | |
| Completed and signed Compulsory Declaration of Interest Form (SBD1, SBD 4, SBD 8, SBD 9, SBD3.2, SBD 6.1) | ANNEXURE 1-6 to be completed, signed and submitted | |
| Company registration certificate CIPRO / CIPC | Company registration documents / certificate from CIPRO / CIPC | |
| Certified copy of B-BBEE contribution level certificate | Submitted BBBEE Verification Certificate from SANAS | |
| Company profile | Company profile detailing company experience | |

9. PHASE 2 : FUNCTIONALITY

9.1 TECHNICAL PROPOSAL AND CRITERIA

| Functionality | Criteria/ Guide | Max Weight | Score Claimed |
|---|--|------------|---------------|
| Company Experience | | | |
| Reference Letters including demonstrated experience in providing services in relation to the scope of work of this RFI in the water sector and/or public sector, with a minimum of five traceable reference letters from previous water sector and/or public sector, clients relevant to this tender including the start and completion dates of the contracts. Failure to include the start and end dates on reference letters will result in the reference letter not being considered. Failure to provide a minimum of 5 reference letters will be considered as a non-response in relation to this functionality criteria (Number of years will be based on a completed period of 12 months.) | <=5-year experience | 1 | 30 |
| | 6 years' experience | 2 | |
| | 7 to 8 years' experience | 3 | |
| | 9 to 10yrs experience | 4 | |
| | >10 to years' experience | 5 | |
| Team Capabilities: | | | |
| 2.1 Project Director/partner, 10 Points | | | |
| Project Director/Partner: years' experience in overseeing in overseeing projects in respect of this scope of work in the water sector and/or public sector. (Number of years will be based on a completed period of 12 months.) | <1yr experience | 2 | 25 |
| | 2 to 3yrs experience | 4 | |
| | 4 to 5yrs experience | 6 | |
| | 6 to 10yrs experience | 8 | |
| | >10yrs experience | 10 | |
| 2.2 Project Manager, 5 Points | | | |
| Internal Audit Manager: years' experience in managing projects in respect of this scope of work in the water sector and/or public sector. (Number of years will be based on a completed period of 12 months.) | <1yr experience | 1 | 25 |
| | 2 to 3yrs experience | 2 | |
| | 4 to 5yrs experience | 3 | |
| | 6 to 10yrs experience | 4 | |
| | >10yrs experience | 5 | |
| 2.3 Senior Consultant, 5 Points | | | |
| Senior Consultant: years' experience in performing projects in respect of this scope of work in the water sector and/or public sector (Number of years will be based on a completed period of 12 months.) | <1yr experience | 1 | 25 |
| | 2 to 3yrs experience | 2 | |
| | 4 to 5yrs experience | 3 | |
| | 6 to 10yrs experience | 4 | |
| | >10yrs experience | 5 | |
| 2.4 Consultant, 5 Points | | | |
| Consultant: years' experience in performing projects in respect of this scope of work in the water sector and/or public sector (Number of years will be based on a completed period of 12 months.) | <1yr experience | 1 | 25 |
| | 2 to 3yrs experience | 2 | |
| | 4 to 5yrs experience | 3 | |
| | 6 to 10yrs experience | 4 | |
| | >10yrs experience | 5 | |
| Attach organogram which clearly outline the role of the team and the indication staff that will be allocated to OWB. Bidders to include comprehensive CVs. | | | |
| Project plan and methodology | | | |
| Plan must provide sufficient hours for each phase of project/ assignment. All hours budgeted for each project/assignment must be sufficient to complete tasks per audit. | Please refer to the detail scope of work, technical specification, reporting requirement and presentation. | 45 | |
| Methodology must include a rolling audit plan with clear timelines and budgeted hours. | | | |
| Bidder must provide a sample of in relation to the scope of work. | | | |

10. Company Experience

- This refers to the details of the company (Supplier) and the services on offer. Specific details required are as follows:
- The nature and location of the company, its history and when it was registered (Supplier must specify)
- The company's core business e.g. provision of advisory and consulting services preferably in the local government, public sector or financial services industries (Supplier must specify)
- A minimum of five positive reference letters from previous clients relevant to this RFQ

11. Team experience

Specific details required here are:

- The teams experience must preferably be in the water sector and/or public government sector.
- At least five years of experience in conducting due diligence related services is required (See Scope of Work paragraph);
- Capacity to service Overberg Water Board

12. Project plan and Methodology

Specific details required here are:

- Include sample of due diligence reports;
- Demonstrate understanding of the requirements of this tender (Scope of Work)
- Any other info relating criteria 3
- Project plan per phase, including timelines and milestones

13. EVALUATION CRITERIA

Phase 2: Technical Evaluation

The evaluation of the technical part of the proposal will be on the basis of the candidate's responsiveness to the terms of reference, as well as the application of the evaluation criteria and points system as indicated below. Each responsive proposal will be given a technical score.

| Criteria | Weight | Score (1-5) |
|--|------------|-------------|
| Company Experience | 30 | |
| Team experience | 30 | |
| Project plan and Methodology | 40 | |
| TOTAL | 100 | |
| Minimum Threshold for Functionality | 75 | |

The proposals will receive further consideration if they score at least 75% minimum points out of the 100

4. FINANCIAL PROPOSAL

RETURNABLE SCHEDULE 2 – FINANCIAL PROPOSAL

BIDDER: _____

A detailed project budget must be provided. Provide costing for each of the tasks to be undertaken. An outline of the project phases should be clearly indicated details of what costs will be utilised at which stage of the project

| Overberg Water Board | Project Costing Costing | | |
|--|-------------------------|------------------------|-------|
| Project Area | Actual hours | Average Rates Per Hour | Total |
| 2022/23 | | | |
| Phase 1 | | R | R |
| Assessment Operational and technical capabilities and shortfalls (Water and sanitation) | | R | R |
| Socio-Economic analysis of area service | | R | R |
| Assessment of Financial capabilities and shortfalls | | R | R |
| Human Resources capabilities and shortfalls | | R | R |
| Business Processes and Systems | | R | R |
| Legal refer to 4.1.1 of the tender documents | | R | R |
| Phase 2 | | | |
| Phase 2 Development of Business Case and transitional plan covering par 5(a) to 5(s) (Duration of 2 months). of the tender documents | | R | R |
| Total | | | R |
| VAT | | | R |
| Total Budget | | | R |
| <i>The above tasks are the minimum requirements, however you are allowed to be innovative without reducing the scope of work.</i> | | | |
| <i>The estimated hours provide a guideline of hours required to perform the audit.</i> | | | |
| <i>The costing will be used as a basis of the award, however this will be limited to budget available.</i> | | | |

Pricing Instructions:

2.1 Bidder warrants that:

- 2.1.1 the relevant proposal is correct;
- 2.1.2 the rates(s) and prices(s) quoted cover all the work/item(s) specified in the RFQ document;
- 2.1.3 the rate(s) and price(s) cover all the supplier's obligations under a resulting contract, including all disbursements;

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)

BIDDER'S DISCLOSURE

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 institution | State |
|-----------|-----------------|---------------------|-------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

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.

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.

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of

- having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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

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

SUBMISSION DETAILS

Proposals should be forwarded to the Overberg Water Board offices and the details are as follows:

Closing Date: **15 December 2022**

Closing Time: **12h00**

Address: Supply Chain Management Unit Reference Number : **RFQ OW-466/2021/22**

Reception , Ground Floor,
Trident Park 3, 1 Niblick Way,
Somerset West
7130

For further information, contact: 021 851 2155 or Email :enwamafela@overbergwater.co.za

7 TERMS AND GENERAL CONDITIONS

- (a) All submissions must be received by the OVERBERG WATER no later than **12h00, THURSDAY, 15 DECEMBER 2022**. Respondents must submit their proposals before the closing date and time. No late submissions will be considered;
- (b) All submissions and subsequent information received will become the property of the Overberg Water and will not be returned;
- (c) Failure to complete all supplementary information will result in submissions being deemed null and void and shall be considered "non-responsive" and therefore not considered;
- (d) Telegraphic, telexed, faxed or e-mailed submissions will not be accepted;
- (e) All proposals must be addressed or hand delivered to the following:

Supply Chain Management Unit Reference Number "RFP:OW-466/2021/22"
Overberg Water Board
Ground Floor, Trident Park 3
1 Niblick Street
Somerset West
7137

- (f) The contact person 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;
- (g) The Overberg Water reserves the right not to accept any submission.
- (h) 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*".
- (i) Submission of a Request for Quotation 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;
- (j) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;

8 DISQUALIFICATION

- (a) The bidder who submitted the incomplete information may be disqualified from the bidding process.
- (b) The bidder whose tax matters are not in order and fails to register on CSD
- (c) Bidder who fails to meet minimum threshold on functionality
- (d) Misrepresentation of information presented to the Overberg Water, be it on capability statement or empowerment credentials will also lead to disqualification of the respondent.
- (e) Bidder who communicate with Overberg Water personnel other than the officially appointed personnel.

9 EVALUATION

The evaluation and award will be based on National Treasury regulations. The assessment will be based on the administrative requirements, functionality and 80/20 Price and BBEE evaluation system and the criteria as determined by Overberg Water. It is expected then all interested professional service providers will cover the following (amongst others):

10 DURATION AND OTHER INFORMATION

Period of 6 Months as determined by Overberg Water.

PART B: QUOTATION CONDITIONS

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

1. No quotation will be considered unless submitted on the official Contract Form together with all Returnable Schedules duly completed and signed.
2. Quotations can be deposited in the tender box on or before the stipulated closing date and before the closing time at the Overberg Water Board's Corporate Office, situated at First Floor, Trident Park 2, 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 – Supply Chain Management Unit, e-mail address enwamafel@overbergwater.co.za.

9. Any quotation submitted shall remain valid, irrevocable and open for acceptance by Overberg Water for a period of one (1) 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
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 licenced compensation insurer for the full extent of the supplier's potential liability as contemplated in terms of Section 84 of the COIDA.
13. No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed of or to be disposed of may directly or indirectly influence or interfere with the work of any Overberg Water officials involved in the procurement process in order, *inter alia*, to:
 - a) influence the process and/or outcome of a bid;
 - b) incite breach of confidentiality and/or the offering of bribes;
 - c) cause over- or under-invoicing;
 - d) influence the choice of procurement method or technical standards;

e) influence any Overberg Water Official in any way which may secure an unfair advantage during or at any stage of the procurement process.

14. Abuse of the supply chain management system is not permitted and may result in the quotation being rejected, cancellation of the contract, 'blacklisting', and/or any such remedies as set out in Overberg Water's SCM Policy.
15. Suppliers are required to complete all declarations in the Returnable Schedules attached hereto, failing which the quotation may be declared non-responsive.
16. An 80/20 price/preference points system will be applied to the evaluation of responsive quotations, whereby the order(s) will be placed with the supplier(s) scoring the highest total number of adjudication points.

16.1 Price shall be scored as follows:

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

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

16.2 Preference points shall be scored as follows:

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

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

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

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

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

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

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

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

¹

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

PART C: GENERAL & SPECIAL CONDITIONS OF CONTRACT

THESE SPECIAL CONDITIONS OF CONTRACT (SCC) SUPPLEMENT AND MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) (download at <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions>) WHICH SHALL CONSTITUTE THE AGREEMENT BETWEEN OVERBERG WATER AND THE SUPPLIER.

1. Acceptance/Contract Commencement and purchase orders

The supplier's offer will be accepted by Overberg Water when a purchase order and/or letter of appointment is issued to the supplier. The date of issue of the purchase order and/or letter of appointment shall be the commencement date of the contract. The supplier undertakes work and incurs expenses prior to the issuing of a purchase order and/or letter of appointment entirely at its own risk. Overberg Water shall only incur liability for payment in terms of this contract if a valid purchase order and/or letter of appointment has been issued to the supplier.

2. Standards

Failure to comply with the Specification and standards as set out in the quotation document shall constitute a material breach, and Overberg Water reserves the right to cancel the contract in terms of Clause 23 of the GCC.

3. Payment– Clause 16 of the GCC

- 3.1 A monthly payment cycle will be the norm. All invoices received for goods and services dated on or before the 20th of a particular month will typically be paid between the 23rd and the 26th of the ensuing month.
- 3.2 More frequent payment to suppliers is not a right. Requests for such payments will be considered at the sole discretion of Overberg Water.
- 3.3 In order to give effect to a more frequent payment cycle (if approved), an additional mid-month payment run will be effected as necessary. The additional payment run dates will be between the 10th and the 13th of the month.
- 3.4 The actual payment run dates will be dependent on the number of days of the month and the influence of public holidays. Suppliers on a 14-day cycle who submit invoices by the 25th of a particular month will be paid between the 10th and the 13th of the next month.

4. Applicable Law – Clause 30 of GCC

- 4.1 The supplier must comply with the Basic Conditions of Employment Act, Act 75 of 1997 and Amendments including all laws relating to wages and conditions governing the employment of labour and Bargaining Council agreements.

5. Insurance – Clause 11 of GCC

- 5.1 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following insurances:
 - a) Any goods supplied to Overberg Water by the supplier in terms of this Agreement shall be fully and adequately insured by the supplier against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 5.2 The supplier shall be obliged to furnish Overberg Water with proof of such insurance.