



REQUEST FOR PROPOSAL:

**APPOINTMENT OF AN INSURANCE BROKER IN
ACCORDANCE WITH THE GIVEN SCOPE FOR A
PERIOD OF 36 MONTHS**

BID NUMBER – RFP 0W- 483/21/22

CLOSING DATE: 03rd OF APRIL 2023

DOCUMENT INFORMATION SHEET

Title of Document	Professional service provider for the appointment of an insurance broker in accordance with the given scope for a period of 36 months.
Type of Document	Request for Proposal
Document Number	RFP OW-483/21/22
Technical Specifications	Ms. Elthecia Basson
Department	Corporate Office
Prepared for	Overberg Water Board
Date of Issue	27 February 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: Elthecia Basson	Name: BSC Chairperson	Name: Accounting Officer

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

Appointment of insurance broker in accordance with the given scope for Overberg Water Board for period of 36 months. Procurement Number: RFP OW-483/21/22

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

Appointment of insurance broker in accordance with the given scope for Overberg Water Board for period of 36 months

CONDITIONS

- (a) Preference will be given to respondents who comply with the Overberg Water Supply Chain Management Policy & Procedures.
- (b) Preferential Procurement Policy Framework Act (PPPFA) principles and its Regulations, as updated, shall apply, whereby submissions will be evaluated according to the provisions of that Act, its Regulations and the Public Finance Management Act (PFMA).
- (c) Bidders must submit a valid BBBEE Verification Certificate from SANAS Accredited Verification Agency in order to be eligible for empowerment points. The Exempted Micro Enterprises (EME) may submit a sworn affidavit from the Commissioner of Oath confirming its and turnover and black shareholding.
- (d) The following scores will be applied:
 - (e) Price - 80,
 - (f) BBBEE Status - 20.

Request for Proposal (RFP) documents can be downloaded on e-Tender Portal and Overberg Water Board website (www.overbergwater.co.za). Documents will be available from **12H00 on the 27th of February 2023.**

One original completed bid document shall be placed in a sealed envelope clearly marked: **"Appointment of a Professional service provider for the provision of an insurance broker in accordance with the given scope for Overberg Water Board for period of 36 months."**The closing date and time for the receipt of completed bids is **03rd of April 2023 at 12h00** at the reception desk of the **Overberg Water Board's Corporate Office, Trident Park3, 1st Floor, 1 Niblick Way, Somerset West, Cape Town**. Bids will not be opened in public and no late submissions will be considered.

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

Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted. All enquiries regarding this bid must be in writing only, and must be directed to: Ms EV Basson (Accountant) at 021 – 851 2155 or email ebasson@overbergwater.co.za, or Edward Nwamafela/ Nompumelelo Khumalo (SCM official) at 0218512155 or email enwamafela@overbergwater.co.za /nkhumalo@overbergwater.co.za. Any enquiry send other email address other than the ones indicated above will not be considered. All enquiries relating to the RFP must be send on or before **24th of March 2023 at 17H00.**

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

1 BACKGROUND

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

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

The Water Board is also responsible for the Wastewater Treatment Plant for the various prison in the Western Cape.

2.PURPOSE

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

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

1. Background

Overberg Water Board is a Water Services Institution is a state-owned entity listed in Schedule 3B of the Public Financial Act 1999 (PFMA), Act No 1 of 1999 as amended and operating in terms of the water Services Act ,1997 (WSA), Act No 108 of 1997. Overberg Water provides water portable to end users and has the operational responsibility, according to the Water Services Act , to provide water and or sanitation services to one or more end consumers. Overberg Water distribute water to the surrounding and rural areas of Overberg region. The Overberg Water Board is required to ensure that the assets of the water board are safe-guarded and therefore will require a service of insurance brokerage.

2. Objectives

Overberg Water Board requires the service provider to provide insurance brokerage for the period of 36 months.

3. Specifications

Overberg water Board is inviting reputable and experienced Insurance Broker/s to submit their proposals for provision of insurance brokerage for a period of 36 Months.

The successful bidder must be able to provide the following general insurance services in terms of placement, maintenance, and administration of the insurance portfolio:

- a) **Provide comprehensive insurance cover for losses (classes)which may be incurred due to:**
- Property Theft and Vandalism
 - Accidental Damages
 - Natural causes which may bring losses/damages to any asset
 - Operational risks
 - Public Liability
 - Fire
 - Comprehensive Vehicle Cover including roadside assistance
 - Business all risks

- b) **Detailed procedures for claim submission and administration.**
- Provide a clear and user-friendly claim procedure, with a minimum turnaround time of 7 days once the claim has been submitted for losses/damages.
- c) **Facilitate insurance for Overberg water Board for all assets/portfolios and also new assets/portfolios.**
- d) **Ensure that all Overberg water board's claims are attended to accordingly.**
- e) **Correspond to insurance claims and other insurance related queries.**
- f) **Ad-hoc adjustments and endorsements on sums insured and declaration to insurers/re-insurers.**
- g) **Monitor premium payments and refunds in accordance with accounts and statements.**
- h) **Provide quarterly reports on claims (claims processed and paid out/finalized/closed/rejected, claims in progress)**

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	
		YES	NO
Tax Compliance Status	Tax compliance on CSD / Tax pin (Valid)		
Central Supplier Database Registration	Proof of CSD registration/CSD Report		
SBD 1	Completed and signed		
SBD 4	Completed and signed		
SBD 3.3	Completed and signed		
SBD 6.1	Completed and signed CERTIFICATE BBEE		
Proof of accreditation with the Financial Sector Conduct Authority (FSCA), previously known as the Financial Services Board (FSB) – Specific category of products (e.g. short-term insurance-commercial lines and -personal lines).	Certified copy of the Financial Sector Conduct Authority (FSCA), previously known as the Financial Services Board (FSB)		
Certified copy of B-BBEE contribution level certificate or Sworn Affidavit	Submitted BBEE Verification Certificate from SANAS or Sworn Affidavit		
Annual Financial Statement for the past three (3) financial years (Latest 2022 financial statement)	The bidder must submit the Annual Financial Statement for the past three (3) financial years signed by the registered auditor.		

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%)
- Price=80 points (tenders will be awarded a maximum of 80 points for price)
- Preference (B-BBEE) = 20 points

Evaluation criteria

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

Phase 2: Technical Functionality Compliance.

Bidders must score at least 60 out of 100 in respect of functionality in order to qualify for advancement to Phase 3. A bidder that scores less than 60 out of 100 will be regarded as submitting a non-responsive bid and will be disqualified. Bidders who fail to obtain a minimum score for each criterion will be disqualified.

A bidder must meet 60 out of 100 on technical mandatory requirements.

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

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

Technical Functionality Requirements				
No.	CRITERIA	Rating	Weight Criterion	Individual Scoring
1	Company Client Experience within the last 5 years		40	
	The Bidder must submit reference letters on a client letterhead which indicate the start and end date (Month and Year). The experience must be short-term insurance brokerage.			
	1 reference letter	1		
	2 reference letters	2		
	3 reference letters	3		
	4 reference letters	4		
	5 reference letters	5		
2	Team Capability		30	
	The bidder is required to provide the service team who will be dedicated to assist Overberg Water Board. The bidder is required to provide the organogram for the proposed team and demonstrate experience, qualifications, and capabilities. The accounts Manager must have at least five (5) years' experience in the short-term insurance industry. (The bidder must provide the company profile and include organogram and attach CV's and profiles)			
	The Accounts Manager with one (1) to five (5) years' experience in short-term insurance.	1		
	The Accounts Manager with six (6) years' experience in short-term insurance.	2		
	The Accounts Manager with seven (7) years' experience in short-term insurance.	3		
	The Accounts Manager with eight (8) years' experience in short-term insurance.	4		
	The Accounts Manager with nine (9) years' experience and above in short-term insurance.	5		
3	Insurers/Underwriters		20	
	The bidder must provide insurers/underwriters for all the classes of insurance they quoted for.			
	Bidder submitted the insurers/underwriters for one classes of insurance	1		
	Bidder submitted the insurers/underwriters for two (2) classes of insurance	2		
	Bidder submitted the insurers/underwriters for three (3) classes of insurance	3		
	Bidder submitted the insurers/underwriters for four (4) classes of insurance	4		
	Bidder submitted the insurers/underwriters for all the classes of insurance	5		
4	Experience (Claims)		10	
	The bidder must submit the list of claims by client, contact person, telephone number, claim description, claim amount and settlement amount. The bidder must have dealt with an individual claim in excess of R5,000,000.00 in the past five (5) years			
	The individual claim less than R5,000,000.00 in the past five(5) years	1		
	The individual claim more than R5,000,000.00 but less than R6,000,000.00 in the past five(5) years	2		
	The individual claim more than R6,000,000.00 but less than R7,000,000.00 in the past five(5) years	3		
	The individual claim more than R7,000,000.00 but less than R10,000,000.00 in the past five(5) years	4		
	The individual claim in excess of R10,000,000.00 in the past five(5) years	5		
TOTAL SCORE			100	

O

follows:

Phase 2: Pricing and BEE Evaluation

The following 80/20 criteria will be used for the evaluation of the proposals:

Area of Adjudication	Maximum Points
Tendered Price (S_P)	80
Empowerment Objectives (S_E)	20
Total Points (S)	100

SPECIFIC CONDITIONS

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

RETURNABLE SCHEDULES

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

RETURNABLE SCHEDULE 1: Invitation to Bid (SBD 1)
RETURNABLE SCHEDULE 2: Pricing Schedule (SBD 3.2)
RETURNABLE SCHEDULE 3: Declaration of Interest (SBD 4)
RETURNABLE SCHEDULE E 4: Preference Points Claim Form (SBD 6.1)

TERMS AND GENERAL CONDITIONS

- (a) All submissions must be received by the OVERBERG WATER no later than **Friday 03rd April 2023 at 12h00**. 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; One original document shall be placed in sealed envelopes clearly marked. “RFP OW 043/2021/2022 – “Appointment of a Service Provider to supply, deliver, install, configure and maintain a hosted PABX in various offices for Overberg Water Board for period of 36 months” at the Reception desk of Overberg Water Board’s Corporate Office, Trident Park 3, Ground Floor, 1 Niblick Way, Somerset West, Cape Town;
- (e) 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;

- (f) All enquiries and submissions regarding this Request for Proposal (RFP) must be directed to:
 - Mr. Edward Nwamafela/Ms. Nompumelelo Khumalo: Supply Chain Management Unit
ContactNumber:028512155;Email:/enwamafela@overbergwater.co.za/nkhumalo@overbergwater.co.za and/or Ms Elthecia Basson (Technical Queries) Contact Number: 021 851 2155;
Email:ebasson@overbergwater.co.za;
- (g) 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.
- (h) The Overberg Water reserves the right not to accept any submission.
- (i) 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”.
- (j) Submission of a Request for Proposal and its subsequent receipt by the Overberg Water does not represent a commitment on the part of the Overberg Water to proceed further with any Respondent or any project;
- (k) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;
- (l) 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.
- (m) Tender prices must remain valid for a period of 120 days (calculated from closing date of the bid).

DISQUALIFICATION

- (a) It must be stressed that any queries relating to this request must be addressed only to **Mr. Edward Nwamafela/ Ms. Nompumelelo Khumalo and/or Ms. Elthecia** 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/nkhumalo@overbergwater.co.za and/or **Ms Elthecia Basson** (Technical Queries) Contact Number: 021 851 2155; Email:
ebasson@overbergwater.co.za. The queries must be in writing addressed to the above mentioned officials.
- (b) Respondents are not to communicate in any manner or form whatsoever with members of Overberg Water personnel about the RFP until the preferred Service Provider has been selected and the procurement process completed;
- (c) Respondents are advised that should there be any contact with Overberg Water staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of

interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification;

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

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

SBD1

**PART A
INVITATION TO BID**

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

BID NUMBER:	RFP OW-483/2021/22	CLOSING DATE:	03 rd of April 2022	CLOSING TIME:	12H00
DESCRIPTION	Appointment of an insurance broker in accordance with the given scope for a period of 36 months				

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

BID RESPONSE DOCUMENTS BE DEPOSITED IN THE BID BOX SITUATED AT

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

SUPPLIER 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 <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<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 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 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-FILE. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 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

OVERBERG WATER
ASSETS ALL RISKS

CLASS OF INSURANCE	SUM INSURED VAT INCL.	Monthly Premium VAT INCL.	SASRIA	SUM INSURED VAT INCL.
PROPERTY DAMAGE				
FIRE AND ALLIED PERILS				
Buildings including water purification works, reservoir pump stations and ancillary buildings	R 1 132 250 613			
Escalation 8.3%: (buildings)	R 9 316 737			
Inflation 6.1%: (buildings)	R 22 991 327			
Pumps and machinery including equipment in the open and on water	R 46 852 200			
Escalation 12%: (Plant & machinery)	R 5 622 264			
Inflation 12%: (Plant & machinery)	R 6 296 936			
Spares including parts	R 1 829 971			
Power surge	R 100 000			
Sub Total	R 1 225 260 049			
Extensions				
claims preparation costs	R 1 000 000			
Capital additions	R 20 000 000			
Theft Assault	R 20 000			
Professional fees	R 10 000 000			
Directors & Employees Personal Effects - per person	R 5 000			
Malicious damage caused by thieves	R 500 000			
Import surcharge	R 5 000 000			
Fire protection system updating	R 5 000 000			
Debris Removal & Site Clearance Costs	R 1 000 000			
Deterioration putrefaction of stock	R 100 000			
Reconstitution of data	R 1 000 000			
Property in the course of construction	R 1 000 000			
Office Contents				
Contents	R 1 431 005			
Documents	R 220 000			
Computer equipment	R 3 000 000			
Sub Total	R 4 651 005			
Business all Risks				
Two way radios	R 20 000			
Tools and equipment	R 100 000			
Office equipment	R 1 431 005			
Sub Total	R 1 551 005			
Money				
All other	R 10 000			
Personal property of employees whilst				
In transit	R 500 000			
On Insured's business	R 10 000			
Theft	R 500 000			
combined with BI				
Glass				
Limit	R 6 000			
Accidental damage	R 10 000 000			
Combined with BI				
Property In Transit	R 1 000 000			
Loss of rent (sasria)	R 10 000 000			
combined with BI				
Re engineering of purified water in reservoir following malicious damage	R 5 000 000			
ELECTRONIC EQUIPMENT				
Electrical and mechanical breakdown including Plants, pumpstations and borehole machinery	R 5 610 008			
Immoveable equipment including hardware software and accessories	R 1 829 971			
Moveable equipment including hardware software and accessories	R 250 000			
Various laptops	R 500 000			
Gross Profit	R 100 000			
Sub Total	R 8 289 979			
MATERIAL DAMAGE TOTAL	R 1 239 752 038			
BUSINESS INTERRUPTION				
Basis of Cover:				
Indemnity Period:				
Loss of Gross Revenue	R 75 000 000			
Additional Increased Cost of Working	R 1 000 000			
INTERRUPTION TOTAL	R 76 000 000			
Extensions				
Research and Development Costs	R 5 000 000			
Fines and penalties	R 1 000 000			
Specified/unspecified Suppliers	R 2 500 000			
Specified/unspecified Customers	R 2 500 000			
Prevention of Access (50km radius) - extended cover	R 2 500 000			
All other	R 2 500 000			
Extended damage	R 2 500 000			
Diminution in value of stock	R 5 000 000			
Public relations expenses	R 1 000 000			
ASSETS ALL RISKS TOTAL	R 1 315 752 037,74			

Category		Cost	Tariff	Monthly Premium (VAT Incl.)	SASRIA	Total Monthly Premium
[A]		[B]	[C]	[D] = (B X C)	[E]	F =(D+E)
Buildings Combined						
All premises owned and occupied by the insured in the RSA		6 631 856				
Motor - Comprehensive						
Toyota 2003, Hi-Ace Sup 16 F/Lift	CEG3726	50 700				
1900 Digger Op Sleepwa	CEG2219	50 000				
2011, Toyota Hilux 2.5 D-4D RB SRX	CAM 7617	143 000				
Priclo Trailer, CAM16382	CAM16382	25 333				
Priclo Trailer, CAM11280	CAM11280	25 333				
2012 Toyota Hilux 2.5D Srx 4x4 P/U (incl extras R14361)	CAM22936	180 000				
2012 Toyota Hilux 2.5 D-4D R/B SRX	CAM28029	159 800				
2012 Toyota Innova 2.7 VVTi 8 Seater	CAM28190	146 000				
2014 Toyota Hilux 2.5 D-4D SRX R/B P/U S/C	CAM27368	200 000				
2014 Toyota Hilux 2.5 D-4D R/B SRX + Extras	CAM16323	200 000				
2015 Ford Ranger 2.2 TDCI XL P/U S/C	CAM16399	176 400				
2015 Toyota Hilux 2.5 D-SD SRX R/B P/U S/C (incl extras)	CAM 17856	212 200				
2017 Toyota Avanza 1.5 SX	TBA	210 945				
2017 Isuzu KB250 Fleetside	TBA	217 100				
Nissan NP200 1.6 8V EO Phase 2 K7M White	TBA	131 698				
Nissan NP200 1.6 8V EO Phase 2 K7M White	TBA	131 698				
Nissan NP200 1.6 8V EO Phase 2 K7M White	TBA	131 698				
Nissan NP200 1.6 8V EO Phase 2 K7M White	TBA	131 698				
Nissan NP200 1.6 8V EO Phase 2 K7M White	TBA	131 698				
Venter Sleepwa NB1003 Elite 6 1.8m	CAM26999	11 026				
Third party liability: R 5 000 000						
Excess						
Houseowners						
All premises owned and occupied by the insured in the RSA						
Buildings (Houses)		13 657 662				
Annual premium						

Category	Insured Amount	Tariff	Monthly Premium (VAT Incl.)	SASRIA	Total Monthly Premium
[A]	[B]	[C]	[D] = (B X C)	[E]	F =(D+E)
Loss as a result of a wrongful act in their capacity as a director or officer of the company, including loss of the company arising from a claim first made against the company including legal fees	R 20 000 000				
Sub-Limits of Liability	Per claims and in the aggregate				
Pre-Investigation Costs: ZAR 500,000	R 500 000				
Investigations Costs	Full limit				
Bodily injury and property damage defence costs	R 4 000 000				
Pollution defence Costs	R 20 000 000				
Pollution Derivative Claims	R 20 000 000				
Automatic new subsidiary Cover					
Run Off for retired persons	Lifetime				
Outside Directorship Liability	Blanket Basis - except US/Canada or Financial Institutions				
Non – Executive Directors Protection	R 2 500 000				
Retention					
Loss from any Securities Claim	R 50 000				

Category	Insured Amount	Tariff (excl. Broker Fee)	Annual Premium	SASRIA	Total Annual Premium
[A]	[B]	[C]	[D] = (B X C)	[E]	F =(D+E)
60 x Adults					
Death and Permanent Total Disability	R 50 000				
Temporary Total Disability (104 weeks)	R 0				
Medical	R 5 000				
5 x Children	R 10 000				
2 x adults	R 10 000				
Death and Permanent Total Disability	R 10 000				
Temporary Total Disability (104 weeks)	R 0				
Medical	R 5 000				
Stated benefits					
<u>Chief Executive Officer, Chief Financial Officer</u>					
Chief Financial Officer, Chief Executive Officer					
Death and Permanent Total Disability - x 2 Annual Income)	R 4 500 000				
Temporary Total Disability (104 weeks)					
Medical R10 000					
24H Basis					

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 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

SBD 6.1

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

(a) “**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;

(b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) “**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

(e) “**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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

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

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = 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

B-BBEE Status Level of Contributor	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 Group owned	5	2.5
100% Black Designated Group 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;
 - (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 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
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

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 Ground Floor, Trident Park 3, 1 Niblick Street, Somerset West, 7137, Cape Town.
3. Overberg Water reserves the right to accept the whole quotation or part thereof, or any item or part of any item, or to accept more than one quotation (in the event of a number of items being offered).
4. Overberg Water reserves the right to accept a quotation which is not substantially or materially different from the Specification.
5. Overberg Water is not obliged to accept the lowest or any quotation.
6. Overberg Water shall not consider quotations which are received after the closing date and time for such quotations.
7. Overberg Water will not be held responsible for any expenses incurred by suppliers in preparing and submitting quotations.
8. Overberg Water may, after the closing date, request additional information or clarification from suppliers, in writing.
All enquiries regarding this bid must be in writing only, and must be directed to
Edward Nwamafela/Nompumelelo Khumalo– Supply Chain Management Unit, e-mail address
enwamafela@overbergwater.co.za/ nkhumalo@overbergwater.co.za.
9. Any quotation 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 may request in writing, and after the closing date, that his or her quotation be withdrawn, which withdrawal will be permitted or refused at the sole discretion of Overberg Water after consideration of the reasons for the withdrawal, which shall be set out by the supplier in such a written request for withdrawal.
11. All suppliers submitting quotations must be registered on National Treasury Central Supplier Database (CSD) as Overberg Water will not award any bid for price quotation to a bidder(s) not registered on the CSD. For more information of the Central Supplier Database please contact the helpdesk at 012 – 4069222 or email csd@treasury.gov.za
12. If the supplier is an employer as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 (COIDA), the supplier shall submit either a Letter of Good Standing issued by the Compensation Commissioner in terms of the COIDA, confirming that the supplier is registered as an employer in terms of the COIDA; or confirmation of cover with a licensed compensation insurer for the full extent of the supplier's potential liability as contemplated in terms of Section 84 of the COIDA.
13. No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed of or to be disposed of may directly or indirectly influence or interfere with the work of any Overberg Water officials involved in the procurement process in order, *inter alia*, to:
 - a) influence the process and/or outcome of a bid;
 - b) incite breach of confidentiality and/or the offering of bribes;
 - c) cause over-or under-invoicing;
 - d) influence the choice of procurement method or technical standards;
 - e) influence any Overberg Water Official in any way which may secure an unfair advantage during or at any stage of the procurement process.
14. Abuse of the supply chain management system is not permitted and may result in the quotation being rejected, cancellation of the contract, 'blacklisting', and/or any such remedies as set out in Overberg Water's SCM Policy.
15. Suppliers are required to complete all declarations in the Returnable Schedules attached hereto, failing which the quotation may be declared non-responsive.
16. An 80/20 price/preference points system will be applied to the evaluation of responsive quotations, whereby the order(s) will be placed with the supplier(s) scoring the highest total number of adjudication points.

16.1 Price shall be scored as follows:

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

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:

- 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 10 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 (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

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.

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.

Overberg Water - Claims Summary as at 6 September 2022

All Values Excl VAT

Policy No	654152160
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	100% Premium	TSI	Loss Limit	Sin Share
2013	78,687	187,945,998		8%
2014	154,396	183,757,746		15%
2015	77,738	183,757,746		100% 8 Months
2016	153,232	200,252,087		100%
2017	168,555	235,644,598		100%
2018	392,574	232,812,906	240,000,000	100%
2019	600,223	1,111,061,380	434,782,609	100%
2020	600,223	1,111,061,380	521,739,130	100%
2021	693,913	1,126,500,586	521,739,130	100%
Totals	2,919,540			

100% Premium & Claims Excl VAT			
Premium	Claims	G/Loss Ratio	
78,687	444,951	565%	
154,396	-	0%	
77,738	107,627	138%	
153,232	24,172	16%	
168,555	22,419	13%	
392,574	-	0%	
600,223	-	0%	
600,223	1,690,420	282%	
693,913	1,073,913	155%	
2,919,540	3,363,503	115%	

J/W Yea	Loss Date	Claim No & Description	Sintelum Share		Closed Date	100%
			Total Incurred	Sin Share		
2013	10/01/2014	003 - POWER OUTAGE - VSD DRIVE DAMAGED	1,372.88	8	30/09/2016	16,536
2013	06/06/2014	004 - SOLAR PANEL STOLEN	505.80	8	04/12/2016	6,323
2013	17/06/2014	002 - POSSIBLE LIGHTNING / POWE	821.05	8	31/08/2014	10,263
2013	30/10/2013	001 - LIGHTNING DAMAGE TO VARIO	32,946.37	8	30/04/2014	411,830
2014	12/09/2014	001 - DIP IN POWER DAMAGED EQUIPMENT	-	15	23/01/2017	-
2014	02/07/2015	002 - DAMAGE TO GEYSER	-	15	30/11/2016	-
2015	13/05/2016	001 - POWER SURGE DAMAGE TO VSD DRIVE	43,523.63	100	31/01/2017	43,524
2015	17/06/2016	002 - THEFT OF SOLAR PANELS	46,191.51	100	01/02/2017	46,192
2015	04/11/2015	003 - THEFT OF SOLAR PANELS	8,370.00	100	30/09/2016	8,370
2015	04/11/2015	004 - THEFT	9,541.80	100	11/11/2016	9,542
2016	26/04/2017	001 - HEAVY THUNDER	1,620.17	100	29/08/2017	1,620
2016	09/05/2017	002 - THEFT	22,552.20	100	14/08/2017	22,552
2017	24/07/2017	001 - TELEMETRIC EQUIPMENT WAS STOLEN	11,209.50	100	29/08/2017	11,210
2017	06/07/2017	002 - THEFT	11,209.50	100	29/08/2017	11,210
2020	21-Apr-21	123564854 - THEFT OF TWO LAPTOPS/ IPAD INSIDE VEHICLE	45,040.87	100	Finalised	45,041
2020	6-May-21	123558966 - STORM CAUSED FLOODS	1,621,499.00	100	Finalised	1,621,499
2020	10-Jun-21	123592446 - Aircons stolen due to theft and vandalism.	23,880.43	100	Finalised	23,880
2021	26-Dec-21	123861789 - Business Interruption loss of revenue	1,073,913.04	100	Registered	1,073,913
Total Claims (Excluding VAT and Net of Deductible)			R 2,954,148			R 3,363,503

Comments:

Overberg Water - Claims Summary as at 23 February 2023

All Values Excl VAT

Policy No	654152160
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	100% Premium	TSI	Loss Limit	Sin Share
2019	600,223	1,111,061,380	434,782,609	100%
2020	600,223	1,111,061,380	521,739,130	100%
2021	693,913	1,126,500,586	521,739,130	100%
Totals	1,894,358			

100% Premium & Claims Excl VAT			
Premium	Claims	G/Loss Ratio	
600,223	-	0%	
600,223	1,690,421	282%	
693,913	62,909	9%	
-	-		
1,894,358	1,753,330	93%	

J/W Yea	Loss Date	Claim No & Description	Sintelum Share		
			Total Incurred	Sin Share	Closed Date
2020	21-Apr-21	123564854 - THEFT OF TWO LAPTOPS/ IPAD INSIDE VEHICLE	45,040.87	100	Finalised
2020	6-May-21	123558966 - STORM CAUSED FLOODS	1,621,499.45	100	Finalised
2020	10-Jun-21	123592446 - Aircons stolen due to theft and vandalism.	23,880.43	100	Finalised
2021	26-Dec-21	123861789 - Business Interruption loss of revenue	62,909.00	100	Finalised
		Total Claims (Excluding VAT and Net of Deductible)	R 1,753,330		R 1,753,330

Comments: