



TERM OF REFERENCE

Professional service provider for the provision of legal advisory and litigation services in accordance with the given scope for a period of 36 months

**BID NUMBER –
RFP OW 081
2025/26**

**CLOSING DATE:
15 APRIL 2026**

DOCUMENT INFORMATION SHEET

Title of Document	Professional service provider for the provision of legal advisory and litigation services in accordance with the given scope for a period of 36 months.
Type of Document	Request for Proposal
Document Number	RFP 081 2025/26
Technical Specifications	Ms. Sarah Mathunyane
Department	Corporate Office
Prepared for	Overberg water
Date of Issue	26 MARCH 2026

1. BACKGROUND

The Overberg Water (OW) was established in 1993 with the amalgamation of Duivenhoks and Ruensveld water boards. The Overberg Water 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-Olifants Water Management Area (BOCMA). The BOCMA is the sole water resource authority in the catchment. The BOCMA "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". The Water Board is also responsible for the Wastewater Treatment Plant for the various prisons 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 BOCMA area of jurisdiction naturally creates a symbiotic relation with the BOCMA 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

The successful bidder shall be required to assist Overberg Water with the following services;

- Commercial and Civil Litigation
- Labour and Employment Law
- Constitutional Law
- Administrative Law
- Corporate Law
- Customary Law
- Corporate Governance Law
- Supply Chain Management Law

The services required from the service provider may include, without limitation, the following legal assistance, related activities

- Drafting of legal opinions on various legal aspects pertaining to the mandate of the OW, performance and other related matters.
- Advising and representing the OW in labour relations matters which may include, inter alia the appearance at CCMA, Labour Appeal Court and handling disciplinary actions and proceedings.
- Advising and representing the OW on any litigious matter that may be brought against or initiated by the OW in the execution of its mandate, protection of its goodwill and Drafting pleadings, notices and legal documents.
- Attending to any other matters related to legal issues relevant to the execution of the mandate of the OW.
- Required to serve as a legal advisor and as a company secretariat for the Board of Overberg Water.

5.2 ESSENTIAL SPECIALIZED FIELD OF LAW

Attorneys will attend to civil litigation on behalf of the OW, in the court of law or/and arbitrations. Attorneys are required to have an in-depth practical knowledge of civil litigation procedures through arbitration or in the High Court and Magistrates' Court.

5.3 Commercial and Litigation Law

- **Attorneys are required to have practical knowledge of:**

The entire spectrum of Public Sector law, and the related regulatory environment, but not limited to the knowledge of relevant legislation, including the constitution of the Republic of South Africa, Water Boards legislation and conventions, Promotion of Administrative Justice Act, Preferential Procurement Policy Framework Act and Public Finance Management Act (Including all relevant practice notes and regulations).

- **Commercial Contract Drafting**

Practical knowledge is required of all spheres of commercial and public law including but not limited to knowledge and application of the standard forms of contract, including the Government Procurement General Conditions of Contract and Special Conditions of Contract. Over and above mentioned standard forms of contract, Attorneys may be required to attend to drafting, negotiation and interpretation of commercial agreements more specifically but without limitations to;

- Service Level Agreements
- Employment Agreements

- Memorandum of Understanding
- Memorandum of Agreements
- Contracts
- **Labour And Employment Law**

Expertise in labour and employment law matters is required, more specifically.

- Ability to represent OW in disciplinary hearings
- Ability to chair disciplinary hearings
- Advice on procedural and substantive issues relating to disciplinary hearings conducted
- Representation at the CCMA, Labour Court, and Labour Appeal Court
- Advise and assist in process and compliance with South African Labour Law
- Negotiation and settlement of labour disputes whether with individual employees or the bargaining unit represented by a union.
- Provision of legal opinions
- Investigation of alleged misconduct and other labour relations disputes

6. PERIOD OF PERFORMANCE

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

7. ADVANCE PAYMENT

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

8. EVALUATION CRITERIA

Bids received will be evaluated on the three (3) phases namely Mandatory Requirements, Functionality Evaluation and Price and Preference points . The 80/20 preference points system as prescribed in the Preferential Procurement Regulations, 2022 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 specific goals.

9. SUPPLIER DUE DILIGENCE

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

OW reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

Furthermore, OWB reserves or its authorised representatives to conduct a “due diligence” on tender(s) regarding the Bidder’s legal and empowerment status, technical ability, creditworthiness, security clearance, teams capability etc. By submitting a tender, bidder (s) undertakes to co-operate fully in this regard, within two days of receiving notification from OWB

ADMINISTRATIVE REQUIREMENTS

DESCRIPTION	MINIMUM PROOF REQUIRED	TICK SUPPLIED	
		YES	NO
Tax Compliance Status	Tax compliance on CSD / Tax pin (Valid)		
Central Supplier Database Registration	Proof of CSD registration number/CSD Report		
SBD 1	Completed and signed		
SBD 4	Completed and signed		
SBD 3.3	Completed and signed. The bidder must provide the rates for all the required. Failure to do so will be regarded as non-responsive.		
SBD 6.1	Completed and signed To claim preference points bidders must submit all document indicated on SDB 6.1		
Company's registration	certificate from CIPRO		

MANDATORY REQUIREMENT

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. Due diligence will be conducted prior to the acceptance of bidders on qualification and functionality

No	Criteria	YES	NO
1	ID Copies of the Directors and team members		
2	Letter of good standing for the team members with Law Practice Council		
3	Legal Practitioner Fidelity Fund for the Practitioners/Attorney		
4	Organogram for the Team (a visual diagram showing an organization's structure, reporting relationships, and roles).		
5	Director/partner CV, LLB or equivalent, valid Admission Certificate issued by High Court or Letter from Legal Practice Council		
6	Senior Associates CV, LLB or equivalent, valid Admission Certificate issued by High Court or Letter from Legal Practice Council		
7	Associate/ Junior Associate CV, LLB or equivalent, valid Admission Certificate issued by High Court or Letter from Legal Practice Council		
8	Candidate Attorneys CV, LLB or equivalent,		
9	Proof of Office within the Western Cape (300km within any OW operating office) Active lease agreement, office space agreement or Municipal Account in the name of the bidder. The lease agreement and municipal account will be verified		

N.B: Failure of bidders to meet all the above mandatory requirements will result in submissions being deemed null and void and shall be considered "non – responsive" and therefore not considered.

FUNCTIONALITY EVALUATION

Evaluation Method 2 entails functionality evaluation. Functionality Points = max 100 points (Minimum threshold=75%). The service Provider who fails to meet 75 out of 100 will automatically be disqualified.

No.	Functionality	Criteria/ Guide	Max Weight	Score Claimed	
1	Demonstrable Relevant Experience of the Bidder's Team		50		
	The firm's legal team members must be admitted attorneys with post-admission years of experience in the public sector handling matters related to the scope of work stipulated in section 5.1 of the RFP.				
	Attach organogram which clearly outlines the role of the team and the indicated staff that will be allocated to OW. Bidders to include comprehensive CVs.				
	1.1 Project Director/partner, 20 Points				
	Director/Partner: post admission years' experience in overseeing projects in respect of legal services relevant to the scope of work. (Number of years will be based on a completed period of 12 months.)	<4yr experience			1
		5 to 6yrs experience			2
		7 to 8yrs experience			3
		9 to 10yrs experience			4
		>10yrs experience			5
	1.2 Senior Associate, 15 Points				
	Senior Associates: post admission years' experience in managing projects in respect of performing legal services relevant to the scope of work. (Number of years will be based on a completed period of 12 months.)	<2yr experience			1
		3 to 4yrs experience			2
		5 to 6yrs experience			3
		7 to 8yrs experience			4
>8yrs experience		5			
1.3 Associate/Attorney, 10 Points					
Attorney: post admission years' experience in managing projects in respect of performing legal services relevant to the scope of work. (Number of years will be based on a completed period of 12 months.)	<1yr experience	1			
	1 to 2yrs experience	2			
	3 to 4yrs experience	3			
	5 to 6yrs experience	4			
	>6yrs experience	5			
Candidate Attorneys, 5 Points					
CV, LLB or equivalent, (Number of years will be based on a completed period of 12 months.)	<1yr experience	3			
	1 to 2yrs experience	5			
2	Company Experience Bidders must provide written contactable reference letters from the public sector clients from whom legal services provided to in past 60 months / 5 years or less. The aforesaid references must be on the client's letterhead and include: - The name of the company – A contact name – Business address – Phone numbers The duration of such specific attorney/client relationship (Reference letters for work done before January 2018 will not be considered)		50		
	2.1 Commercial and contract law 10 Points				
	Bidder must provide reference letters relevant to drafting, negotiation and interpretation of commercial agreements.	1 Reference letter			1
		2 Reference Letter			2
		3 Reference Letter			3
		4 Reference Letter			4
		5 Reference letter			5
	2.2 Labour and employment law 10 Points				
		1 Reference letter			1

No.	Functionality	Criteria/ Guide	Max Weight	Score Claimed
	Bidder must provide reference letter relevant to expertise in labor and employment law matters which includes but not limited to appearance at CCMA, Labour Appeal Court and/or handling disciplinary actions and proceedings.	2 Reference Letter	2	
		3 Reference Letter	3	
		4 Reference Letter	4	
		5 Reference letter	5	
	2.3 Litigation Law, 15 Points			
	Bidder must provide reference letter relevant to expertise in litigation and exceptional knowledge of entire spectrum of the law, and the related regulatory environment.	1 Reference letter	1	
		2 Reference Letter	2	
		3 Reference Letter	3	
		4 Reference Letter	4	
		5 Reference letter	5	
	2.4 Secretariat of a Board 15 point			
	Bidder must provide reference letter for rendering service as a secretariat of a Board.	1 Reference letter	1	
		2 Reference Letter	2	
		3 Reference Letter	3	
		4 Reference Letter	4	
		5 Reference letter	5	
	All documents in support of the various sections above must be submitted to claim the maximum. Missing or incomplete documentation will result in a zero score for the relevant section.			
	TOTAL			100

9. Quantitative Assessment

Bids that achieve the minimum technical requirement will be further adjudicated on Price and specific Goals. The method of scoring Financial Proposals and specific goals is described in the attached Preference Points Claim document (SBD 6.1). The allocation of tender adjudication points for this Contract shall be as follows:

Phase 3: Pricing and specific goals

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

Area of Adjudication	Maximum Points
Tendered Price (S _P)	80
Specific Goals	20
Total Points (S)	100

10. Team Composition Mix

It is recognised that it is difficult for a prospective bidder to be firm about the extent of the work based solely on the terms of reference. However, to assist with assessments, a firm must provide a typical distribution of time for members of the Legal team on a job of this nature. This should be expressed in percentages of the total person-hours billed on a typical job (see table below, which is indicative only and not binding on the firm)

Item (where applicable)	Typical Percentage of Total Hours on Project
Director/partner	%
Senior Associate	%
Junior Associate/Associates	%
Candidate Attorney	%
TOTAL	100

TERMS AND GENERAL CONDITIONS

- (a) All submissions must be received by OVERBERG WATER no later than 15 APRIL 2026 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 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. “ Professional service provider for the provision of legal advisory and litigation services in accordance with the given scope for Overberg water for period of 36 months.” at the reception desk of Overberg Water’s Corporate Office, Trident Park 3, Ground Floor, 1 Niblick Way, Somerset West, Cape Town.**
- (e) Overberg Water reserves the right to engage with the successful service provider to negotiate the prices as submitted. If it is envisaged that negotiations will be conducted only with the successful supplier. The negotiations will be based on best estimate of the cost of the work.
- (f) 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.
- (g) All enquiries and submissions regarding this Request for Proposal (RFP) must be directed to; Mr. Sanelisa Mayixhale: Supply Chain Management Unit ContactNumber:028512155; Email: smayixhale@overbergwater.co.za and/or Ms. Sarah Mathunyane (Technical Queries) Contact Number: 021 851 2155; Email: smathunyane@overbergwater.co.za.
- (h) 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.
- (i) Overberg Water reserves the right not to accept any submission.
- (j) 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”.
- (k) 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;
- (l) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;

- (m) 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.
- (n) 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 **Mr. Sanelisa Mayixhale Supply Chain** and/or **Ms. Sarah Mathunyane Project Manager** are identified as a contact person for this contract; Supply Chain Management Unit Contact Number: 021 – 851 2155; Email: smayixhale@overbergwater.co.za and/or **Ms. Sarah Mathunyane** (Technical Queries) Contact Number: 021 851 2155; Email: smathunyane@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 there should 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 081 2025/26	CLOSING DATE:	15 APRIL 2026	CLOSING TIME:	12H00
DESCRIPTION	Professional service provider for the provision of legal advisory and litigation services 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'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:	
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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
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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, 2022 THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.		
2. TAX COMPLIANCE REQUIREMENTS		
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
<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

SBD 3.3 Professional Services

PRICING SCHEDULE

BIDDER: _____

The financial proposal should be submitted in a separate sealed envelope, with the documents as stated below.

FINANCIAL PROPOSAL

It is understood that Legal Firms are based on hourly rates and that budgets are compiled once the appointed Service Provider has assessed the likely extent of the work. Financial proposals will be compared on the basis of hourly rates. Firms are required to submit a table of hourly rates as per the table below. Rates should be **inclusive** of overheads.

Validity period: 120 days

Item (where applicable)	Hourly Rate (including overheads and Excl VAT)
Project Director/Partner	R
Senior Associate	R
Junior Associate	R
Candidate Attorneys	R
Subtotal	R
VAT at 15 % (if applicable)	R
Total	R
The following items will be paid as per the prescribed tariffs as outlined in the document	
Accommodation (disbursement) (only applicable outside the boundaries of Western Cape as and when required)	The National Treasury prescribed rates

The preferred service provider to provide Overberg Water rates to fulfill the scope of works listed above. All prices must be exclusive of VAT.

Pricing Instructions:

By signing the Price Schedule, a bidder warrants that:

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

SIGNED at _____ (place) on the _____ day of _____ (month), 20 ____.

Signature

Date

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

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:

.....

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.

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

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

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	80
SPECIFIC GOALS	20
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. DEFINITION

- (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

3.1.1 POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOMEGENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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

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:

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.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise western cape	2	
B-BBEE status level contributors from level 1 and 2 which are EME or QSE	3	
TOTAL points for specific goals	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.1. Name of company/firm.....

4.2. Company registration number:

4.3. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company Pty Ltd
- Non-Profit Company
- State Owned Company

[Tick applicable box]

4.4. 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.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

Table 1: Specific goals for the tender and points allocation are indicated as per the table below:

In terms of Regulation 4(2); 5(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this bid the bidder will be allocated points based on the bidder's goals claimed as per table 5. Bidder's goal claimed must be supported by proof/ documentation stated as per table 5 and the special conditions of this bid where applicable:

Table 1:

The specific goals allocated points in terms of this tender	Number of maximum points allocated (80/20 system)	Bidder's points claimed for specific goals (To be completed by Bidder)
Women Ownership	5	
Disability Ownership	5	
Youth Ownership	5	
Location of enterprise (local equals province) Western Cape	2	
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3	
TOTAL SCORED POINTS	20	

Specific goals” means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programs of the Reconstruction of Development Programme as published in *Government Gazette* No. 16085 date 23 November 1994.

“Ownership” means the percentage ownership and control, exercised by individuals within an enterprise.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

- i. A blind person (in terms of the Blind Persons Act, 1968 (Act no.26 of 1968);
- ii. A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication.
- iii. A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another.
- iv. A person who requires an artificial limb; or
- v. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act no. 18 of 1973).

"Youth" means, in respect of a person younger than 35 years of age.

"Location of enterprise" Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to claim and be allocated the points.

Women, disability, and youth will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets the criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e., they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Table 1: Documents required for verification of Bidder's claimed points

Documents/ information listed on the below table 6 must be submitted to support and verify points claimed as per

Table 1

Specific Goal	Requires Proof Documents
Women Ownership	Full CSD Report
Disability Ownership	Full CSD Report (medical certificate)
Youth Ownership	Full CSD Report
Location of enterprise	Full CSD Report
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	Valid B-BBEE certificate/sworn affidavit Consolidated B-BBEE certificate in cases of Joint Ventures (JV) Full CSD Report for each bidder who formed a (JV)

Failure on the part of a bidder to submit proof of documentation required in terms of this tender to claim specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed and will not be allocated

**THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS
/ PARTNERS**

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____ **NAME OF TENDERER** _____

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the Overberg Water .
2. Mr/Mrs/Ms

In his/her capacity as

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____ NAME OF TENDERER _____

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a quotation to Overberg Water.

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

_____ and

_____ and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the Overberg Water in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the Overberg Water in respect of the project under item 1:

(Physical Address)

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.



CONSENT FORM

I/We, the undersigned _____(Full names and surname) with Identity Number _____hereby certify that I/we are the shareholders/official representatives of _____(Company name) with company Registration Number _____hereby declare, agree and undertake the following towards Overberg water
(Hereinafter):

1. I/We hereby give consent to Overberg water or such other person or entity that Overberg water may designate, the absolute right and permission to conduct checks, assessments and to verify my information to evaluate, adjudicate and reporting to authorities as per the National Treasury's requirements.
2. I/We acknowledge that Overberg water is committed to protecting and promoting the privacy of my/our Personal Information including that of entity or any other individuals or organization and to give effect to the constitutional right to privacy and to fulfil its obligations under the Protection of Personal Information Act No 4 of 2013 (Hereinafter 'POPI').
3. I/We hereby give consent to Overberg water to process my/our Personal Information where the processing is necessary and only for purposes verifications in the evaluation of submitted proposals for RFQs, bids, payments and reports.
4. Overberg water acknowledges and agrees that the Personal Information will not, under any circumstances, be processed for purposes prohibited by POPI and/or the principles contained in POPI and that the processing of Personal Information will be done fairly and in accordance with legal provisions, given that the purpose for which processing of the Personal Information is adequate, relevant and not excessive.
5. Overberg water herewith defend, indemnify and hold you harmless from any action or claim of any nature whatsoever that might be brought by any person whatsoever against you as a result of any personal loss, injury or damage arising directly or indirectly from any act or omission on Overberg water's part relating to or incidental to the failure from Overberg water's part to honour the above provisions, or otherwise, as the case may be.
6. I/We acknowledge and agree that I/We have read this consent form in its entirety and that I/We fully understand the nature, content and implications hereof and agree hereto, and that I/We shall be fully bound hereto from date of signature hereof.

Signed at _____ on this _____ day of _____ 20_____

Print Name and Surname: _____(Company Representative's Signature

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

