



REQUEST FOR PROPOSAL (RFP)

Plant and Equipment Hire for a period
of 36 Months, as and when required.

BID Number
RFP OW-047 2025/26

Closing DATE
19 November 2025

INDEX

RETURNABLE SCHEDULES (All schedules must be completed and returned by the supplier when submitting the offer.)			
DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SBD1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 3.1	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. Bidders who are not VAT Vendors are not allowed to charge VAT Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. Bidders' attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bid or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be in line with what is captured in the CSD report	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of registration on CSD Report	
Certificate of authority for signature	G	3 Different forms are attached. Bidders are required to only complete one form which is relevant to bidder	
Copy of an Identity document of the authorized individual	H	The ID copy to be attached should be that of a person authorized to represent the Service provider as per the completed certificate of authority for signatory form	
Copy of Company's CIPC Certificate	I	Bidders are required to attach copies of the CIPC Certificates	

DOCUMENT INFORMATION SHEET

Title of Document	Plant and Equipment Hire for a period of 36 Months as and when required.
Type of Document	Request for Proposal
Document Number	RFP OW-081 2024/25
Technical Specifications	L. Situkutezi
Department	Operations
Prepared for	Overberg Water Board
Date of Issue	27 October 2025





REQUEST FOR PROPOSAL

Plant and Equipment Hire for a of period 36 Months as and when required

Procurement Number: RFP OW-047 2025/26

Overberg Water Board is a Schedule 3B Public Entity established in terms accordance with the Water Services Act, Act No 108 of 1997 and owns several Water treatment schemes within the Overberg Region covering the areas of Caledon, Swellendam, Heidelberg and Head Office which is situated in Somerset West.

INVITATION AND SCOPE OF SERVICES

Overberg Water (OW) is inviting suppliers for Plant and Equipment Hire for a period 36 Months as and when required.

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) Specific goals - 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 **17H00pm on the 27 October 2025.**

One original completed bid document shall be placed in a sealed envelope clearly marked: **“RFP OW 047 2025/26 “Plant and equipment hire for a period 36 Months as and when required”**

The closing date and time for the receipt of completed bids is **19 November 2025 at 12h00pm at the reception desk of the Overberg Water Board's Corporate Office, Trident Park 3, Ground Floor, 1 Niblick Way, Somerset West, Cape Town.** Bids will not be opened in publication 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 Supply Chain Management:

Zanele Tamarana

Contact number: 021 85 2155

Email: ztamarana@overbergwater.co.za

Technical enquiries:

Anthony Lotz

Contact number: 028 001 0049

Email: alotz@overbergwater.co.za

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

1. BACKGROUND

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

The Overberg Water Board's area of jurisdiction is the south-western Cape in the west to the Heidelberg/Riversdale districts in the east and bounded by the Langeberg Mountains in the north and by the Indian Ocean in the south. Its area includes the following towns: Caledon, Napier, Bredasdorp, Riviersonderend, Swellendam, Heidelberg, Riversdale and a number of other smaller areas. It is situated in one of the water management areas, namely, the Breede-Gouritz Water Management Area (BOCMA) which measures approximately 72 000 square kilometers. 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" (BOCMA, 2015).

Additionally, the Water Board has extended the scope of its operations and now manages the waterworks within the Immovable Asset portfolio of the Department of Public Works & Infrastructure in the Western Cape Province.

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

Overberg Water Board is a Water Services Institution in accordance with the Water Services Act, Act No 108 of 1997, owns and manages several water treatment facilities. Overberg Water requests service providers to hire plant and equipment as and when required, within the Western Cape Province for the period 36 months.

6. SAFETY

The service provider must comply to the requirements of Occupational Health and Safety Act 85 of 1993 . The Supplier(s) must provide emergency contact details of a responsible person who can deal with any situation arising from a delivery or any other problem directly linked to the use of the machinery and equipment

7. TRANSPORT AND DELIVERY OF PLANT OR EQUIPMENT

Tendered prices must include for the operator, delivery, fuel, labor and collection of the hired plant or equipment from the respective sites. Deliveries to reach sites during normal working hours between 08H00 and 17H00, unless otherwise agreed by the System Area Manager and within 1 working day of placing of the official order/request for delivery. Suppliers must acquaint themselves with the condition of the access roads/delivery points to ensure effective deliveries.

8. PRICING SCHEDULES

Overberg Water reserves the right to appoint service provider for each scheme, therefore more than one service provider will be appointed. The bidders can fully complete SBD 3.1 of one or more Schemes. Overberg Water shall engage on negotiation with preferred service provider if applicable.

9. ORDERS

The Supplier(s) must be able to supply plant or equipment at short notice should the need arise (within 24 hours after an order/request for delivery is issued). If the tenderer for any reason cannot supply the requested plant or equipment within the required timeframe, Overberg Water will have the right, without prejudicing any institutional rights, to buy/hire from another Supplier(s) until the approved Supplier(s) will be able to supply (refer to paragraph 21 of the General Conditions of Contract). Furthermore the Supplier(s) must have the capacity to supply the indicative amounts.

All orders/request for deliveries will be placed on an “as and when required” basis. The bidder must receive an official order from OWB unless its an emergency or requested service is during the weekend or public holiday.

10. TERMINATION OF CONTRACT

Overberg Water may terminate this contract should the Supplier(s) not comply with any of the tender specifications and/or agreed contractual arrangements.

11. ESTIMATED QUANTITIES

The tender will be rates based. The quantities of services given are the best estimate but must not be considered as binding. Overberg Water reserves the right to either increase or decrease the quantities of service ordered.

12. PRODUCT CERTIFICATE OR LICENSE

Overberg Water may request the tendering Supplier(s) to submit a ownership and license from the Department of Transport for plant and equipment which are to be supplied under the proposed contract, before award is made. The successful tenderer must submit a certificate of ownership of each plant or equipment before the award is made.

13. PERIOD OF PERFORMANCE

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

14. ADVANCE PAYMENT

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

1. DESCRIPTION OF WORKS

EMPLOYER'S OBJECTIVE

The Overberg Water Board (OWB) is responsible for the development, operations, maintenance and rehabilitation of Water and Wastewater treatment resources infrastructure assets. It distributes bulk (treated) water in terms of the National Water Act (NO. 36 of 1998) to its clients. These comprises of dams, tunnels, pipelines, hydro-mechanical equipment, cranes and lifting equipment, canals, pump stations, pumps and motors, telemetry outstations, Water Treatment Plants (WTP's), Buildings and associated infrastructure that is positioned across the Overberg area in the Western Cape.

SCOPE OF WORK

Overberg Water requires from time to time, the service of earthmoving equipment to repair pipelines and roads. The services will be required on all three plants as the need arises. The services will be needed on a very short time period, and the contractor is expected to be on site within 8 hours after an official Purchase Order is issued.

2. SITE INFORMATION

The project is located at the following Overberg Water Board Water Treatment Works, the Successful bidder will be required to perform work as per the discipline in the following operational areas.

WTW	Nearest Town	Coordinates
Rûensveld-East Water Treatment Plant	Swellendam	34°04'34.69"S 20°14'44.63"E
Rûensveld-West Water Treatment Plant	Mariasdal Farm (Caledon)	-34.095319, 19.314672
Duivenhoks Water Treatment Plant	Heidelberg	-34.059237, 20.959151

3. PLANT AND EQUIPMENT SPECIFICATION

This appointment will be for an approved Service Provider to Hire of Plant and equipment as and when required on site. Overberg Water may require the equipment at short notice as and when emergencies occur in the field. The construction plant required are as follows:

- Mini Loader (Bobcat or similar)
- Grader (11500 – 13500 kg)
- Excavator (0,71-1,2 m³)
- Pedestrian Roller (walk behind vibrating 750 kg)
- Tipper Trucks 10m³
- Tipper Truck 6m³
- Dumper Truck

4. GENERAL

Delivery lead time of all items except digger loader must take place within 1 working days of placing an official order. The digger loader lead time must be delivered within 4 hours. Overberg Water will place orders as and when required during the contract period. An official order must be issued before any delivery may be made to the Water Board.

EVALUATION CRITERIA

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. Bids received will be evaluated on the three (3) phases namely **Mandatory Requirements, Functionality Evaluation and Price and Preference.**

MANDATORY ADMINISTRATIVE 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. OW reserves the right to conduct verification on documentation requested as mandatory requirement.

DESCRIPTION	MINIMUM PROOF REQUIRED	TICK SUPPLIED	
		YES	NO
Joint ventures with notary if any:			
Notary Joint Venture Agreement / Association Agreement (if applicable)			
COIDA	Valid COIDA certificate		
SBD 3.1	Fully Completed and signed. Bidder who did not quote on all items indicated on pricing schedule will be non responsive		
Operator's license	Submit valid operator's license for each of the machinery listed in pricing schedule		
The bidder must submit copy of ownership and license from the Department of Transport for each plant and equipment they are bidding for, or a lease agreement supported by the copy of ownership from the lessor	The bidder must submit copy ownership and license from the Department of Transport for each plant and equipment they are bidding for, or a lease agreement supported by the copy of ownership from the lessor.		
Proof of address within the Western Cape	Submit Municipal Account or lease agreement		

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.

Phase 2: Technical Functionality Compliance.

Bidders must score at least 75 out of 100 in respect of functionality to qualify for advancement to Phase 3. A bidder that scores less than 75 out of 100 will be regarded as submitting a non-responsive bid and will be disqualified. Bidders who fail to obtain a minimum score for each criterion will be disqualified. OW reserves the right to conduct verification on capabilities.

A bidder must meet 75 out of 100 on technical mandatory requirements.

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

Technical Functionality Requirements				
No.	CRITERIA	Rating	Weight Criterion	Individual Scoring
1	LOCALITY		80	
	Location of supplier. The Bidder must submit as proof the municipality accounts for rates and taxes or a lease agreement with the lessor's municipality account for rates and taxes. The Bidder must be within or closer to the kilometer's radius specified to the Water Treatment Plant that they are bidding for. The employer will use the above-mentioned proof to check whether the			
	The bidder is located (address as per municipality accounts for rates and taxes or a lease agreement with the lessor's municipality account for rates and takes) more than 120 kilometres radius from the any or all Overberg Water Board Water Treatment Plant of which the supplier is bidding for in the specified the group(s)	1		
	The bidder is located (address as per municipality accounts for rates and taxes or a lease agreement with the lessor's municipality account for rates and takes) within 120 kilometres radius from the any or all Overberg Water Board Water Treatment Plant of which the supplier is bidding for in the specified the group(s)	2		
	The bidder is located (address as per municipality accounts for rates and taxes or a lease agreement with the lessor's municipality account for rates and takes) within 100 kilometers radius from the any or all Overberg Water Board Water Treatment Plant of which the supplier is bidding for in the specified the group(s)	3		
	The bidder is located (address as per municipality accounts for rates and taxes or a lease agreement with the lessor's municipality account for rates and takes) within 80 kilometers radius from the any or all Overberg Water Board Water Treatment Plant of which the supplier is bidding for in the specified the group(s)	4		
	The bidder is located (address as per municipality accounts for rates and taxes or a lease agreement with the lessor's municipality account for rates and takes) within 60 kilometres radius from the any or all Overberg Water Board Water Treatment Plant of which the supplier is bidding for in the specified the group(s)	5		
2	COMPANY EXPERIENCE		20	
	Substantial Evidence: The bidder must submit reference letters on a client letterhead indicating the similar services they is currently undertaking or have been complete.			
	1 Reference Letter	1		
	2 Reference Letters	2		
	3 Reference Letters	3		
	4 Reference Letters	4		
	5 Reference Letters	5		
TOTAL			100	

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

The Supplier(s) who fail to meet 75 out of 100 will automatically be disqualified 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 the specific goals.

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

Area of Adjudication	Maximum Points
Tendered Price (S_P)	80
Empowerment Objectives (S_E)	20
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(s) 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 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 **12h00pm, 19 November 2025**. Respondents must submit their proposals before the closing date and time. No late submissions will be considered;
- (b) All submissions and subsequent information received will become the property of the Overberg Water and will not be returned;
- (c) Failure to complete all supplementary information will result in submissions being deemed null and void and shall be considered “non-responsive” and therefore not considered;
- (d) Telegraphic, telexed, faxed or e-mailed submissions will not be accepted;
- (e) One original document shall be placed in sealed envelopes clearly marked.
- (f) “RFP OW-047 2025/26 “Plant and Equipment Hire for a 36 Months Period as and when required” at the Reception desk of Overberg Water Board’s Corporate Office, Trident Park 3, Ground Floor, 1 Niblick Way, Somerset West, Cape Town;
- (g) 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;

- (h) All enquiries and submissions regarding this Request for Tender (RFP) must be directed to: Ms Zanele Tamarana, Supply Chain Management Unit Contact Number: 021 – 851 2155; Email: ztamarana@overbergwater.co.za and/or
- (i) Mr Anthony Lotz (Technical Queries) Contact Number: 028 001 0049; Email: alotz@overbergwater.co.za;
- (j) 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.
- (k) The Overberg Water reserves the right not to accept any submission.
- (l) 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”.
- (m) 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;
- (n) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;
- (o) 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.
- (p) 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 **Ms Zanele Tamarana and/or Anthony Lotz** who are identified as a contact person for this contract; 021 – 851 2155; Email ztamarana@overbergwater.co.za and/or Mr. Anthony Lotz (Technical Queries) Contact Number: 028 001 0049; Email: alotz@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 Supplier(s) 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.
- (e) The bid will be awarded to one or more service provider that will be able to supply all the listed items on the group schedule. Failure to quote on all items on the group will be deemed non-responsive.

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 047 2025/26	CLOSING DATE:	19 November 2025	CLOSING TIME:	12H00pm
DESCRIPTION	PLANT AND EQUIPMENT HIRE FOR A PERIODE OF 36 MONTHS AS AND WHEN REQUIRED				
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(S) 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:	☐ Yes
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER(S) FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER(S) DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER(S) DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN MANUFACTURERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

RETURNABLE SCHEDULE 2 – PRICE SCHEDULE (SBD3.1)

BIDDER: _____

PRICING INSTRUCTIONS

- All prices/rates must exclude VAT.
- **Tenderers may tender for any of the areas in the pricing schedule.**
- Overberg Water Board reserves the right to appointment service provider for each scheme.
- The validity period of unit prices is 120 days.
- Failure to price on each line item will be deemed as non-responsive.
- Prices to be completed on separate excel sheet in order to correctly identify bidder prices.
- Days indicated on pricing schedule are an estimate therefore might vary depending on OW requirements.

DUIVENHOKS- HEIDELBERG

ITEM	DESCRIPTION	Days	Rands per day	TOTAL YEAR 1	YEAR 2	YEAR 3
1	Excavator	12				
2	Excavator Jack Hammer	15				
3	Grader	13				
4	Bulldozer	18				
5	Dumper Truck	8				
6	Tipper Truck	7				
7	Roller (Walk Behind)	2				
8	Lowbed Truck	14				
9	Subtotal A(YEAR 1,2 AND 3)					
10	VAT					
11	TOTALS					

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

Signature

Date

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

RETURNABLE SCHEDULE 2 – PRICE SCHEDULE (SBD3.1)

BIDDER: _____

Pricing Instructions

- All prices/rates must exclude VAT.
- **Tenderers may tender for any of the areas in the pricing schedule.**
- Overberg Water Board reserves the right to appointment service provider for each scheme.
- The validity period of unit prices is 120 days.
- Failure to price on each line item will be deemed as non-responsive.
- Prices to be completed on separate excel sheet in order to correctly identify bidder prices.
- Days indicated on pricing schedule are an estimate therefore might vary depending on OW requirements.

RûENSVELD-EAST- SWELLENDAM

ITEM	DESCRIPTION	Days	Rands per day	TOTAL YEAR 1	YEAR 2	YEAR 3
1	Excavator	12				
2	Excavator Jack Hammer	15				
3	Grader	13				
4	Bulldozer	18				
5	Dumper Truck	8				
6	Tipper Truck	7				
7	Roller (Walk Behind)	2				
8	Lowbed Truck	14				
9	Subtotal A(YEAR 1,2 AND 3)					
10	VAT					
11	TOTALS					

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

Signature

Date

RETURNABLE SCHEDULE 2 – PRICE SCHEDULE (SBD3.1)

BIDDER: _____

PRICING INSTRUCTIONS

- All prices/rates must exclude VAT.
- **Tenderers may tender for any of the areas in the pricing schedule.**
- Overberg Water Board reserves the right to appointment service provider for each scheme.
- The validity period of unit prices is 120 days.
- Failure to price on each line item will be deemed as non-responsive.
- Prices to be completed on separate excel sheet in order to correctly identify bidder prices.
- Days indicated on pricing schedule are an estimate therefore might vary depending on OW requirements.

RûENSVELD-WEST - CALEDON

ITEM	DESCRIPTION	Days	Rands per day	TOTAL YEAR 1	YEAR 2	YEAR 3
1	Excavator	12				
2	Excavator Jack Hammer	15				
3	Grader	13				
4	Bulldozer	18				
5	Dumper Truck	8				
6	Tipper Truck	7				
7	Roller (Walk Behind)	2				
8	Lowbed Truck	14				
9	Subtotal A(YEAR 1,2 AND 3)					
10	VAT					
11	TOTALS					

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

Signature

Date

BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING
ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO
BE FALSE.

.....
Signature Date

.....
Position Name of bidder

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	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 in regard to 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:

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

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.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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

4.3. 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:	
	
	
	
	

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.

- A blind person (in terms of the Blind Persons Act, 1968 (Act no.26 of 1968);
- A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication.
- 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.
- A person who requires an artificial limb; or
- 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

Plant and Equipment Hire, as and when required for 36 months

**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 Overber 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 ☐ NO ☐
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 Board
(Hereinafter):

1. I/We hereby give consent to Overberg Water Board or such other person or entity that Overberg Water Board 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 Board 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 Board 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 Board 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 Board 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 Board's part relating to or incidental to the failure from Overberg Water Board'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)

PART B: RFP CONDITIONS

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

1. No RFP will be considered unless submitted on the official Contract Form together with all Returnable Schedules duly completed and signed.
2. RFP's can be deposited in the tender box on or before the stipulated closing date and before the closing time at the Overberg Water Board's Corporate Office, situated at Ground Floor, Trident Park 3, 1 Niblick Street, Somerset West, 7137, Cape Town.
3. Overberg Water reserves the right to accept the whole quotation or part thereof, or any item or part of any item, or to accept more than one quotation (in the event of a number of items being offered).
4. Overberg Water reserves the right to accept an RFP which is not substantially or materially different from the Specification.
5. Overberg Water is not obliged to accept the lowest or any RFP
6. Overberg Water shall not consider RFP's which are received after the closing date and time for such RFP's.
7. Overberg Water will not be held responsible for any expenses incurred by manufacturers in preparing and submitting RFP's.
8. Overberg Water may, after the closing date, request additional information or clarification from manufacturers, in writing.
All enquiries regarding this bid must be in writing only, and must be directed to
Zanele Tamarana – Supply Chain Management Unit, e-mail address; ztamarana@overbergwater.co.za
9. Any RFP submitted shall remain valid, irrevocable and open for acceptance by Overberg Water for a period of 120 days from the closing date.
10. A Supplier(s) may request in writing, and after the closing date, that his or her RFP be withdrawn, which withdrawal will be permitted or refused at the sole discretion of Overberg Water after consideration of the reasons for the withdrawal, which shall be set out by the Supplier(s) in such a written request for withdrawal.
11. All manufacturers submitting quotations must be registered on National Treasury Central Supplier(s) Database (CSD) as Overberg Water will not award any bid for price quotation to a bidder(s) not registered on the CSD. For more information of the Central Supplier(s) Database please contact the helpdesk at 012 – 4069222 or email csd@treasury.gov.za
12. If the Supplier(s) is an employer as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 (COIDA), the Supplier(s) shall submit either a Letter of Good Standing issued by the Compensation Commissioner in terms of the COIDA, confirming that the Supplier(s) is registered as an employer in terms of the COIDA; or confirmation of cover with a licensed compensation insurer for the full extent of the Supplier(s)'s potential liability as contemplated in terms of Section 84 of the COIDA.
13. No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed of or to be disposed of may directly or indirectly influence or interfere with the work of any Overberg Water officials involved in the procurement process in order, *inter alia*, to:
 - a) influence the process and/or outcome of a bid;
 - b) incite breach of confidentiality and/or the offering of bribes;
 - c) cause over-or under-invoicing;

- d) influence the choice of procurement method or technical standards;
 - e) influence any Overberg Water Official in any way which may secure an unfair advantage during or at any stage of the procurement process.
14. Abuse of the supply chain management system is not permitted and may result in the quotation being rejected, cancellation of the contract, 'blacklisting', and/or any such remedies as set out in Overberg Water's SCM Policy.
 15. Manufacturers are required to complete all declarations in the Returnable Schedules attached hereto, failing which the quotation may be declared non-responsive.
 16. An 80/20 price/preference points system will be applied to the evaluation of responsive quotations, whereby the order(s) will be placed with the Supplier(s)(s) scoring the highest total number of adjudication points.

16.1 Price shall be scored as follows:

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

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

16.2 Preference points shall be scored as follows:

- a) Points will be awarded to Bidders who are eligible for preferences in respect of B-BBEE contribution in terms of Returnable Schedule 3: Preferencing Schedule.
- b) The terms and conditions of Schedule 3 shall apply in all respects to the quotation evaluation process and to any subsequent contract.
- c) A maximum of 10 quotation evaluation points will be awarded for preference to manufacturers with responsive quotations who are eligible for such preference, in accordance with specific goals listed on SBD 6.1.

PART C: GENERAL & SPECIAL CONDITIONS OF CONTRACT

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

1. Acceptance/Contract Commencement and purchase orders

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

2. Standards

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

3. Payment– Clause 16 of the GCC

3.1 A monthly payment cycle will be the norm. All invoices received for goods and services dated on or before the 20th of a particular month will typically be paid between the 23rd and the 26th of the ensuing month.

3.2 More frequent payment to supplier 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. The payment are normally done on the 14th of every month and the last day of the month.

4. Applicable Law – Clause 30 of GCC

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

5. Insurance – Clause 11 of GCC

5.1 Without limiting the obligations of the Supplier(s) in terms of this contract, the Supplier(s) shall effect and maintain the following insurances:

a) Any goods supplied to Overberg Water by the Supplier(s) in terms of this Agreement shall be fully and adequately insured by the Supplier(s) against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

5.2 The Supplier(s) shall be obliged to furnish Overberg Water with proof of such insurance.