OVERBERG WATER

REQUEST FOR PROPOSAL (RFP)

Supply, Delivery, Off-Loading and Stacking of Water Treatment Chemicals for a of period 36 Months as and when required

BID Number

RFP OW-015/2024/25

DOCUMENT INFORMATION SHEET

Title of Document	***Supply, Delivery, Off-Loading and Stacking of Water Treatment Chemicals for a of period 36 Months as and when required***
Type of Document	**Request for Proposal**
Document Number	**RFP OW-015/2024/25**
Technical Specifications	**D Fransman**
Department	**Operations**
Prepared for	**Overberg Water Board**
Date of Issue	**02 October 2024**

DOCUMENT CONTROL SHEET

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

ORIGINAL	**Technical Specifications Prepared by**	**Technical Specifications Reviewed by**	**Technical Specifications Approved by**
Date: **05 September 2024**	Name: **D Fransman**	Name: **BSC Chairperson**	Name: **P Buthelezi**
	Signature:	Signature:	Signature:

Distribution:	***Potential Bidders***

REQUEST FOR PROPOSAL

Supply, Delivery, Off-Loading and Stacking of Water Treatment Chemicals for a of period 36 Monthsas and when required
Procurement Number: RFP OW-015/2024/25

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.

NON- COMPULSORY BRIEFING SESSION

DATE & TIME	VENUE	GPS COORDINATES
18 October 2024 10:00am	Overberg Water 7 New Cross Street, Caledon, 7230	-34.233573, 19.430620

INVITATION AND SCOPE OF SERVICES

Overberg Water (OW) is inviting Chemical Suppliers for the provision of water treatment chemicals at the Overberg Water Board Water Treatment Schemes for a period of 36 months.

CONDITIONS

(a) Preference will be given to respondents who comply with the Overberg Water Supply Chain Management Policy & Procedures.

(b) Preferential Procurement Policy Framework Act (PPPFA) principles and its Regulations, as updated, shall apply, whereby submissions will be evaluated according to the provisions of that Act, its Regulations and the Public Finance Management Act (PFMA).

(c) Bidders must submit a valid BBBEE Verification Certificate from SANAS Accredited Verification Agency in order to be eligible for empowerment points. The Exempted Micro Enterprises (EME) may submit a sworn affidavit from the Commissioner of Oath confirming its and turnover and black shareholding.

(d) The following scores will be applied:

(e) Price - 80,

(f) BBBEE Status and 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 02 October 2024.**

One original completed bid document shall be placed in a sealed envelope clearly marked: **"RFP OW-015/2024/25 "Supply, Delivery, Off-Loading and Stacking of Water Treatment Chemicals for a of period 36 Months as and when required"**

The closing date and time for the receipt of completed bids is **30 October 2024 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 publicand 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:
Ms Z Tamarara or Mr E Nwamafela
Contact number: 021 851 2155
Email: enwamafela@overbergwater.co.za **or** ztamarara@overbergwater.co.za

Technical enquiries:
Mr D Fransman
Contact number: 021 851 2155
Email: dfransman@overbergwater.co.za

Overberg Water Board reserves the right not to accept the lowest proposal in part or in whole or any proposal.

1. SCOPE OF THE REQUIRED SERVICE

1.1 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 supply and deliver chemicals for water treatment purposes, within the Overberg Region, Western Cape Province for the period 2024/5 to 2027/8.

2. SAFETY

2.1 Subject to provisions of Section 10 (3) and (4) of the Act, every person/Supplier(s) who manufactures, imports, sells or supplies any hazardous chemical substance for use at work shall as far as reasonably practicable provide the party receiving such substance, free of charge with a material safety data sheet containing all the information as contemplated in either ISO11014 or ANSIZ400.1. 1993 with regard to: Product and company identification, Composition /information or ingredient, Hazards identification, First aid measures, Fire-fighting measures, Accidental release measures, Handling and storage, Exposure control /personal protection, Physical and chemical properties, Stability and reactivity, Toxicological Information, Ecological Information, Disposal consideration, Transport information Regulatory information; and Other information

2.2 The Supplier(s) must provide emergency contact details of a responsible person who can deal with any situation arising from a delivery or any other problem directly linked to the use of the chemical supplied.

2.3 The Supplier(s) must provide relevant safety data sheets within 3 weeks after the commencement date of the contract.

2.4 The Supplier(s) shall provide proof that the chemicals which are to be provided under the proposed contract have been certified as being safe for the use in drinking water applications. Such proof shall be obtained from a reputable national or international organization.

2.5 Chlorine products shall conform to the following standards:

- Liquid Chlorine - SANS50937:2007/EN937:1999
- Chlorine Granular & Tablets - SABS 295 1976 Latest amended edition

3. TRANSPORT AND DELIVERY OF CHEMICALS

3.1 Tendered prices must include for the supply, delivery, offloading and stacking of the chemicals to the respective sites.

3.2 Deliveries to reach sites during normal working hours between 08H00 and 15H00, unless otherwise agreed by the Superintendent of the Works and within 5 working days of placing of the official order/request for delivery.

3.3 Manufacturers must acquaint themselves with the condition of the access roads/delivery points to ensure effective deliveries.

4. SAMPLES

4.1 The successful Supplier(s) may be requested to provide samples of the tendered products (at the Bidders cost) for testing purposes.

5. PRICING SCHEDULES

5.1 Complete the pricing schedule attached.

6. AWARDING OF TENDERS

6.1 One or more Suppliers may be appointed to supply the required chemicals.

6.2 Bidders may tender for the supply and delivery of any or all of the items within the designated Chemical Groups on the pricing schedules, and Overberg Water may award the tender for any or all items. Overberg Water may award a tender for an item, without necessarily placing an order for such items. Estimated quantities as per clause (12) below may be used to give an indication of total contract value.

7. ORDERS

7.1 The Supplier(s) must be able to supply chemicals at short notice should the need arise (within 48 hours after an order/request for delivery is issued). If the tenderer for any reason cannot supply the requested chemicals within the required timeframe, Overberg Water will have the right, without prejudicing any institutional rights, to buy from another Supplier(s) until the approved Supplier(s) will be able to supply (refer to paragraph 21 of the General Conditions of Contract).

7.2 Furthermore the Supplier(s) must have the capacity to supply the indicative amounts.

7.3 Provision is made for contingencies at 10% of any item, order or the total contract value.

7.4 All orders/request for deliveries will be placed on an “as and when required” basis.

8. CONTAINERS

8.1 Containers must be structurally sound and adequate, both in quantity and quality, to enable safe transport, handling and use of any chemical.

8.2 Refunds for the return of HDPE cans, solvent cans, mild steel drums, IBC’s, steel and wood pallets will be based on the Refundable Schedule stipulated by the Bidder in their tender.

9. TERMINATION OF CONTRACT

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

10. ESTIMATED QUANTITIES

10.1 The quantities of chemicals required may vary but the quantities as per Section A2 can be used as a guideline. ***The given quantities are the best estimate but must not be considered as binding. Overberg Water reserves the right to either increase or decrease the quantities actually ordered.***

11. PRODUCT CERTIFICATE

11.1 Overberg Water may request the tendering Supplier(s) to submit a typical chemical analysis for each of the tendered products which are to be supplied under the proposed contract, before award is made.

11.2 The successful tenderer must submit a certificate of analysis of each chemical with every delivery.

12. PERIOD OF PERFORMANCE

12.1 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.

13. ADVANCE PAYMENT

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

Part A2 : Approximate Quantities for Overberg Water Schemes (per annum)

Description	Unit	Rûensveld West	Rûensveld East	Duivenhoks	Total
White Hydrated Lime (20 kg bags)	/kg	40 000	15 000	33 000	88 000
Aluminium sulphate granular (25kg Bags)	/kg	100 000	100 000	150 000	350 000
Soda Ash (Sodium Carbonate) (20 kg bags)	/kg	N/A	9 000	N/A	9 000
Calcium Hypochlorite Slow release Tablets (24 kg boxes: 12x2kg containers per box)	/kg	504	960	672	2136
Calcium Hypochlorite Granular (25 kg drums)	/kg	200	525	250	975
Replacement Calcium Hypochlorite Cartridges with tablets (12 kg boxes: 6x2kg cartridges per box)	/kg	120	120	120	360
Zeolite	/kg	N/A	N/A	5 000	5 000
Aluminium Sulphate liquid (bulk)	/kg	N/A	102 000	N/A	102 000

Part A3: Product Description

White Hydrated Lime, Slaked Lime, Calcium Hydroxide

Lime supplied shall be dry, finely powered and free from any foreign material that might interfere with the operation of dry-feed equipment. As the lime might be handled pneumatically and stored in a silo, a further requirement is that the lime is non-bridging.

Uniformity of size desirable. Typical composition shall be:

Calcium Oxide (CaO)	>70%
Calcium Hydroxide 2as Ca(OH)	>91%
Magnesium Oxide (MgO)	<2.0%
Silica (SiO_2)	<1.1%
Iron Oxide (Fe_2O_3)	<0.15%
Alumina (Al_2O_3)	<0.5%
Available lime as CaO	> 69%
Free Moisture as H_2O	<1.0%
Particle size	<5 retained on 106 micron

Alum Granular

Grade:	Iron Free
Typical composition shall be:	
Aluminium Oxide (Al_2O_3)	>16.0%
Iron content (Fe)	<0.005%
Water insolubles	<0.15%
Heavy metals as lead (Pb)	<0.002%
Arsenic (As)	<0.0005%
Particle size	841 – 250 microns

Calcium Hypochlorite Granular HTH (or similarly approved)

Appearance:	White or grayish-white granules
Type:	Unstabilised
Active ingredient:	≥70% calcium hypochlorite

Calcium Hypochlorite Cartridges

Type: Refill cartridge containing calcium hypochlorite tablets
Cartridge Information:

Avg weight:	700g
Capacity:	10 000 lt at 50 ppm
Percent active ingredient	>67%

Uniformity of size is desirable.

Soda Ash (Sodium Carbonate)

Free flowing Density	0.5-0.65 g/ml
Na2CO3	>99%
NaCl	<0.3%
CaO	<1ppm
MgO	<50ppm
Fe2O3	<20ppm
Loss on drying (at 250C for 2hrs)	<0.5%
Desirable particle size:	
>1mm	5%
>0.25mm	25%
<1.25mm	86%
<0.063mm	50%

Zeolite

Type:	Granular
Loose Bulk Density	1.2 g/ml
Moisture Content (H2O)	<15%
pH	8 – 9
Particle size	
<1mm	10%

ADMINISTRATIVE MANDATORY REQUIREMENTS

The information contained in the Table below is mandatory and will be used in assessing the responsiveness of bidders. Failure to submit and complete all mandatory information will result in submissions being deemed null and void and shall be considered "non – responsive" and therefore not considered.

DESCRIPTION	MINIMUM PROOF REQUIRED	TICK SUPPLIED	
		YES	**NO**
Tax Compliance Status	Tax compliance on CSD / Tax pin		
Central Supplier(s) Database Registration	Proof of CSD registration number/ CSD Report		
SBD 1	Completed and signed		
SBD 4	Completed and signed		
SBD 3.2	Completed and signed		
SBD 6.1	Completed and signed To claim preference points bidders must submit copy of their BBBEE		
COIDA	Valid COIDA certificate		
Joint ventures with notary if any:			
Notary Joint Venture Agreement / Association Agreement (if applicable)			
B-BBEE rating certificate issued by SANAS recognised entity / sworn affidavit by a sub-contractor or joint ventures (if applicable):	To claim preference points bidders must submit copy of theirBBBEE		
Company's registration certificate from CIPRO	Registration certificate		
Company Compliance with OHSAS 18001/ or OHSAS 45001	Please submit the OHSAS 18001/ or OHSAS 45001 certificate.		
Company's/Manufacturer's compliance with latest ISO 9001 Quality Management System	Latest ISO 9001 Quality Management System Compliance Accreditation Certificate		
Company's distributor and handling compliance with latest ISO 9001 quality Management System if the company is not the manufacturer	Latest ISO 9001 Quality Management System Compliance Accreditation Certificate		

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 notconsidered.

- Evaluation Method 2, which entails the balance between Functionality, Financial offer and Price & Preferences 80/20 points system, will be adopted as follows;
- Functionality Points = max 100 points (Minimum threshold=75%)
- Price=80 points (tenders will be awarded a maximum of 80 points for price)
- Preference (B-BBEE) = 20 points

Evaluation criteria

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

Phase 2: Technical Functionality Compliance.

Bidders must score at least 75 out of 100 in respect of functionality in order 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.

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

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

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

Technical Functionality Requirements				
No.	**CRITERIA**	**Rating**	**Weight Criterion**	**Individual Scoring**
1	**Company years of experience**		**30**	
	Working experience with the continued supply of chemicals to water treatment entities in the public sector Substantial Evidence: The Bidder must submit reference letters on a client letterhead which indicate the start and end date of years of supply, details of the client, value of the project where similar water treatment chemicals were provided. Years will be calculated consecutively, not cumulatively for each client.			
	Less than 2 Years	1		
	Less than 5 Years	2		
	Less than 10 Years	3		
	Less than 15 Years	4		
	More than 15 Years	5		
2	**Company client experience within the last 10 years**		**30**	
	Substantial Evidence: The Bidder must submit reference letters on a client letterhead which indicate the start and end date of years of supply, details of the client, value of the project where similar water treatment chemicals were provided.			
	1 reference letter	1		
	2 reference letters	2		
	3 reference letters	3		
	4 reference letters	4		
	5 reference letters	5		
3	**Project plan and Methodology** The Bidder is required to include a Project plan that must include a Gantt Chart and Deliverables. The bidder must demonstrate delivery period though providing the following: a clear project plan outlining sourcing and delivery timeframes (Gantt chart) from the Order date.		**20**	
	No project plan or Gantt Chart.	1		
	Project plan/Gantt Chart provided with delivery more than 21 calendar days.	2		
	Project plan/Gantt Chart provided with delivery more than 14 calendar days.	3		
	Project plan/Gantt Chart provided with delivery more than 7 calendar days.	4		
	Project plan/Gantt Chart provided with delivery less than 7 calendar days.	5		

Technical Functionality Requirements				
No.	**CRITERIA**	**Rating**	**Weight Criterion**	**Individual Scoring**
4	**Occupational Health and Safety** Tenderer must submit a comprehensive Occupational Health and Safety Plan, including Emergency Response Plan for spills, accidents and any other emergencies during distribution.		20	
	No Health & Safety plan in place	1		
	Health and safety plan including ☐ MSDS’	2		
	Health and safety plan including ☐ MSDS’, ☐ Hazard and risk identification, ☐ Emergency response to spills, accidents and any other emergencies during transportation, delivery and stacking.	3		
	Health and safety plan including ☐ MSDS’, ☐ Hazard and risk identification, ☐ Emergency response to spills, accidents and any other emergencies during transportation, delivery and stacking, ☐ Schedule of Appointed Responsible Persons/Organogram,	4		
	Health and safety plan including ☐ MSDS’, ☐ Hazard and risk identification, ☐ Emergency response to spills, accidents and any other emergencies during transportation, delivery and stacking, ☐ Schedule of Appointed Responsible Persons/Organogram, ☐ Policy statement/SOP on PPE and signage	5		

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 BEE status. The method of scoring Financial Proposals and the BEE Verification Certificate 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:

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)
RETURNABLE SCHEDULE 6: Contract Form (SBD 7.1)

TERMS AND GENERAL CONDITIONS

(a) All submissions must be received by the OVERBERG WATER no later than **12h00pm, Wednesday 30th October 2024.** 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;

(m) One original document shall be placed in sealed envelopes clearly marked. "RFP OW-015/2024/25 –"**Supply & Delivery of Water Treatment Chemicals for a 36 Months Period**" at the Reception desk of Overberg Water Board's Corporate Office, Trident Park 3, Ground Floor, 1 Niblick Way, Somerset West, Cape Town;

(n) 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;

(o) All enquiries and submissions regarding this Request for Tender (RFP) must be directed to:
- Mr Edward Nwamafela: Supply Chain Management Unit Contact Number: 0218512155; Email: enwamafela@overbergwater.co.za and/or Mr D Fransman (Technical Queries) Contact Number: 0218512155; Email: dfransman@overbergwater.co.za;

(p) 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;

(q) Overberg Water reserves the right not to accept any submission.

(r) 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”.

(s) 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;

(t) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;

(u) 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.

(v) Tender prices must remain valid for a period of 90 days (calculated from closing date of the bid).

DISQUALIFICATION

(a) It must be stressed that any queries relating to this request must be in writing and addressed only to the abovementioned who are identified as a contact person for this contract;

(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 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)

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	RFP OW-015/2024/25	CLOSING DATE:	30 October 2024	CLOSING TIME:	12H00
DESCRIPTION	Supply, Delivery, Off-Loading and Stacking of Water Treatment Chemicals for a of period 36 Months as and when required				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Overberg Water Board					
Ground Floor, Trident Park 3					
1 Niblick Way, Somerset West					
7130					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**E. Nwamafela**	CONTACT PERSON	**D. Fransman**
TELEPHONE NUMBER	**0218512155**	TELEPHONE NUMBER	**0218512155**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**enwamafela@overbergwater.co.za**	E-MAIL ADDRESS	**dfransman@overbergwater.co.za**

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						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………
(Proof of authority must be submitted e.g. company resolution)

DATE: ……………………………

RETURNABLE SCHEDULE 2 – PRICE SCHEDULE (SBD3.2)

BIDDER: ______________________________

I. The preferred Supplier(s) to provide Overberg Water, rates to fulfil the scope of works listed above.

II. The bid will be awarded to **ONE** service provider that must be able to supply all the listed items. Failure to quote on all items will be deemed non-responsive.

III. All prices must be exclusive of VAT.

IV. All costs to include supply, delivery, offloading and stacking costs.

V. Validity of prices is 120 days

Item	Chemical Description	Unit	Rate (R/unit) excl VAT for Year 1	Estimated Volumes for 1 year	Total Price (R)
1	Aluminium Sulphate Granular (25 kg bag)	kg		350 000	
2	Calcium Hypochlorite Granular (25 kg drum)	kg		975	
3	Replacement Calcium Hypochlorite Cartridges with tablets (2kg)	kg		360	
4	Calcium Hypochlorite Slow Release Tablets (24 kg box)	kg		2136	
5	Hydrated Lime (20 kg bag)	kg		88 000	
6	Soda Ash (20 kg bag)	kg		9 000	
7	Zeolite (40 kg bag)	kg		5 000	
8	Aluminium Sulphate liquid (bulk)	kg		102 000	
9	Subtotal A1				
10	VAT @ 15%				
11	Subtotal A2				
12	Contingency @ 10%				
13	Grand Total over 1 year				
14	Escalation Year 2: CPI @ 6% + _________%	%			
15	Escalation Year 3: CPI @ 6% + __________%	%			
16	Grand Total over 3 years (for evaluation purposes only)				

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)'s obligations under a resulting contract, including all disbursements;
2.1.4 any mistakes and/or omissions regarding rate(s) and price(s) or errors in calculation shall be at the Supplier(s)'srisk.
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(s) (duly authorised)

BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

………………………………………………………………………………………
………………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

……………………………………………………………………………….
……………………………………………………………………………….

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.

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

SBD 6.1

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

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

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

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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 preferencepoint system.
b) The applicable preference point system for this tender is the 80/20 preferencepoint 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 oncetenders are received.

1.3 Points for this tender (even in the case of a tender for income-generatingcontracts) 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	**10**
BEE POINTS	**10**
Total points for Price andSPECIFIC 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.

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

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicabletaxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined byan 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 organof state and a third party that produces revenue for the organ of state, and includes, but is not limitedto, leasing and disposal of assets and concession contracts, excluding direct sales and disposal ofassets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of2000).

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:

80/20 **or** **90/10**

$$Ps = 80 \times \left(1 - \frac{Pt-Pmin}{Pmin}\right) \quad \text{or} \quad Ps = 90 \times \left(1 - \frac{Pt-Pmin}{Pmin}\right)$$

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 OF 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:

80/20 **or** **90/10**

$$Ps = 80 \times \left(1 + \frac{Pt-Pmax}{Pmax}\right) \quad \text{or} \quad Ps = 90 \times \left(1 + \frac{Pt-Pmax}{Pmax}\right)$$

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

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 thistender 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 determinethe applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will applyand 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 and80/20 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 isapplicable, corresponding points must also be indicated as such.

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

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

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (9/20)	**To be completed by supplier** Number of Points for Preference (80/20)
1	10	5	
2	9	4.5	
3	7	3	
4	6	2.5	
5	4	2	
6	3	1.5	
7	2	1	
8	1	0.5	
Non-compliant contributor	0	0	

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

A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act. may only score in terms of the 80/90-point formula forprice; and scores 0 points for the relevant specific goals where the supplier or service provider did notstipulate locality.

Specific Goal	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)	**To be completed by supplier** Number of Points for Preference (80/20)
100% Women Group owned	5	2.5	
100% Black Designated Group owned	3	1.5	
Within the boundaries of the Western Cape	2	1	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………….....

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorized to do so on behalf of the company/firm, certify thatthe points claimed, based on the specific goals as advised in the tender, qualifies the company/ firmfor 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 inparagraph 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 theorgan 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 conditionsof 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 favorable 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: …………………………………………………………

…………………………………………………………

…………………………………………………………

…………………………………………………………

AGREEMENT

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

WHEREAS the Supplier represent and warrants that it owns and/or possesses the required Goods and shall deliver same to Overberg Water at the premises of Overberg Water situated at:

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

Hereafter referred as the “Place of Delivery”.

IT IS HEREBY AGREED AS FOLLOWS:

1. AGREEMENT DOCUMENTS

1.1 Overberg Water and the Supplier agree that the Supplier shall deliver chemicals on and Overberg Water shall pay the Supplier only for such items of the chemicals used and/or purchased by Overberg Water. The Agreement consist of the following:

Agreement

General Conditions of Contract

Specifications

2. VARIATION

2.1 The parties agree that this Agreement constitutes the entire agreement between them and that no alteration or variation thereof shall be of any force or effect unless recorded in writing and signed by both parties

2.2 Notwithstanding the provisions of clause 2.1, the Scope of the Supply shall be subject to changes by additions, deletions or revisions thereto by Overberg Water. The Supplier shall be advised of any such changes by written notification from Overberg Water describing the change. The Supplier shall promptly perform and strictly comply with each such change when so instructed by Overberg Water. Any additional obligations resulting from such changes will be charged at the Supplier's normal or agreed prices.

3. REFERENCE TO DAYS

Where reference is made to a number of days same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday.

4. HEADINGS

The headings contained in this Agreement are inserted for convenience only and shall not be deemed to have any substantive meaning in interpreting this Agreement.

5. DURATION

Notwithstanding the dates of signing hereof, this agreement shall be deemed to have commenced on the date of award of the tender and will continue for an initial period of 36 months.

6. RELATIONSHIP

6.1 The relationship which the Supplier holds to Overberg Water is that of an independent Supplier. The Supplier shall not have any authority to create or assume in the name of Overberg Water, or on its behalf, any obligation expressed or implied, or to act or purport to act as an agent of Overberg Water or legally empowered representative for any purpose whatsoever, expect as expressly provided for herein.

7. CESSION AND ASSIGNMENTS

7.1 This Agreement is exclusive to the Supplier, and the Supplier shall not subcontract, cede or assign to performance of all or any portion of the supply of Goods to any other person or legal entity without first obtaining written approval from Overberg Water.

8. GOODS

8.1 The Supplier shall have readily available all the goods as specified in the prices scheduled in section SBD 3.2.

8.2 The Supplier shall SUPPLY, DELIVER, OFFLOAD and STACK the Goods to Overberg Water at the Place of Delivery at own cost, risk and expenses.

8.3 Goods must have a minimum shelf-life of 6 months from the date of delivery.

8.4 Should any of the Goods become damaged during or prior to the delivery process to Overberg Water (irrespective of the cause thereof), Overberg Water shall not be liable for any costs related to the repair of such Goods. In the Event that the Goods are expired, become damaged beyond repair, or have a shelf-life less than required, theSupplier will remove and recover the damaged goods and supplies at its own costs.

8.5 The Goods shall be kept by Overberg Water in a visibly demarcated area within its premises where the Goods shall remain until used by Overberg Water.

9. GOODS PRICE

9.1 The purchase price for such Goods shall be the fixed Agreement unit price (as recorded in the Price Schedule) multiplied with the total quantity of all such units issued, used and/or purchased by Overberg Water as recorded; excluding VAT. Annual escalation of the Goods unit price is provided for in the Price Schedule.

10. PAYMENTS OF GOODS

10.1 Payment by Overberg Water for the Goods shall be in accordance with the provisions in Section 22 as attached hereto.

11. INDEMNITY

11.1 The Supplier agrees to indemnify, hold harmless and defend Overberg Water and its officers, employees, agents, Suppliers and representatives from and against any claims, demand, cause of action, liability, loss and/or expense arising from:

11.1.1 Any claims, irrespective of the cause of action, against Overberg Water or its employees arising, directly or indirectly , from the supply of Goods by the Supplier, its sub Suppliers, employees, agents, representatives or invitees, irrespective of the degree of fault involved.

11.1.2 Any damage to or loss of the property of the Supplier (including the property of the offices, employees, agents, sub Suppliers and representatives of the Supplier) arising directly or indirectly through the acts or omissions to act of Overberg Water or its sub-Suppliers, employees, or agents, irrespective of the fault, delict or negligence of Overberg Water (including its officers, employees, agents, Suppliers and representatives.

11.1.3 Any injury to or death of the personnel of the Supplier (including officers, employees, agents, sub-Suppliers and representatives, and suppliers of the Supplier) arising directly or indirectly through acts or omission to act of Overberg Water or its sub-Supplier, employees, agents, irrespective of the fault, delict or negligence of Overberg Water (including its officers, employees, agents, Suppliers and representatives.);

11.1.4 Any failure of the Supplier to comply with any Act of Parliament, ordinance, regulation, provincial, regional, municipal, local or other authority, provided that compliance by the Supplier was required under the provisions of this agreement, in law or otherwise, including, without limitation, failure of the Supplier to pay taxes, duties or fees.

11.1.5 Any actual or asserted infringement or improper appropriation or use by the Supplies of trade secrets, proprietary information, intellectual property rights, know-how copyright (both statutory and non-statutory) or pretend or unpatented inventions, or for actual or alleged unauthorised imitation of the work of others, or arising out of the use of methods , processes, designs, information, or other things furnished or communicated to Overberg Water by the Supplier in connection with the supply of the Goods; and

11.1.6 The failure of the Supplier to comply with any collective agreement, statute, arbitration award, court order, wage determination or similar instrument regulating terms and conditions of employment, health and safety, dismissal or termination of employment.

11.2 The Supplier shall issue itself against any liability arising from the above indemnities and Overberg water may require proof of such insurance. If the Supplier fails to take such insurance, Overberg Water reserves the right to procure insurance on behalf of and for the cost of the Supplier.

11.3 The Supplier shall inform its employees of the above indemnities, and Overberg Water may require proof of knowledge by the employees of the above indemnity undertakings.

12. INSURANCE

12.1 In addition to the insurance referred to in sub-clause 11.2, the Supplier shall be responsible for providing his own insurance, inclusive of public liability insurance (to the value of R10million), and specifically comprehensively insure all his own material and equipment on an all-risk basis, as well as workmen's compensation insurance as required in terms of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993 as amended or any similar enactment which may replace this act.

12.2 The Supplier's total liability for any and all claims arising out of this Agreement or the provision of the Services shall be limited to the extent to which the Supplier is indemnified in respect of such claim/s and shall exclude damage or loss due to theft.

13. SAFETY, HEALTH AND THE ENVIRONMENT

13.1 The Supplier shall ensure that it complies with all relevant occupational health and safety legislation.

13.2 The Supplier shall ensure that the supply of Goods comply with the Environmental Management Plans of Overberg Water.

14. SECRECY AND CONFIDENTIALITY

14.1 Both parties undertakes to keep hold secrets and confidential all information regarding the business of Overberg Water howsoever obtain and shall not use the same other than for purposes of the parties association with each other, nor disclose to or discuss the same with each other parties without the express prior consent of each other.

14.2 The foregoing restrictions shall not, however, apply to any portion of the said information which at the time of disclosure is or thereafter becomes part of public domain by publication or otherwise, or corresponds in substance to information furnished to the Supplier as a matter if right without restriction on disclosure and was not acquired directly from Overberg Water.

14.3 Notwithstanding the termination of this Agreement for any reason whatsoever, the contents of this clause 14 shall be valid effective for a period of five (5) years.

15. CONFLICT OF INTEREST

15.1 Both parties shall not engage in practices or pursue interest which are in conflict with the interests of the other party and which could result in financial damage or loss being suffered by the parties or the reputation of the parties being harmed in the eyes of business community or the public at large.

16. DOCUMENTATION

16.1 All information and/or documentation given to the Supplier by Overberg Water, for purposes of assisting the Supplier in the execution of the supply of Goods shall be used solely with regards to rendering the supply of Goods, shall remain the property of Overberg Water and shall be returned to Overberg Water on termination of this Agreement.

16.2 Any documentation or intellectual property of whatever nature resulting from the supply of Goods shall be the property of Overberg Water and may be used by Overberg Water without restriction, unless marked and proved to Overberg Water's reasonable satisfaction as being confidential or proprietary information of the Supplier in which case Overberg Water shall protect the confidential or proprietary nature of the information to the same degree as if it was the property of Overberg Water and use the information only for the purpose for which the disclosure was originally made.

17. RIGHT OF AUDIT

17.1 The Supplier shall maintain all records and accounts pertaining to the supply of Goods performed by the Supplier under this Agreement for a period of two (2) years after the final payment. Overberg Water or its representatives shall have the right to audit, copy and inspect the said reports and accounts at all reasonable times during thecurrency of Agreement and for the above two year period purpose of verifying incurred.

18. APPLICABLE LAW AND DISPUTES

18.1 This Agreement shall be governed by and construed in accordance with laws of the Republic of South Africa.

18.2 No dispute or reference to litigation shall entitle the Supplier to discontinue or suspend the execution of any of the supply of Goods under this Agreement or Overberg Water for non-payment of goods.

19. WAIVER

19.1 No relaxation or indulgence which either party may allow the other at any time with regard to the carrying out of its effective obligations under this Agreement shall prejudice or be regarded as a waiver of any of such party's rights under this Agreement in any manner whatsoever, especially the right to insist on specific performance.

20. FORCE MAJEURE

20.1 For the purpose of this Agreement, Force Majeure is described as any occurrence which could not have been reasonably foreseen, controlled or prevented by the party who is experiencing Force Majeure and which occurrence makes it impossible for such party to partially or fully adhere to its obligation in terms of this Agreement. The party experiencing Force Majeure is excused from proper performance in terms of this Agreement for as long as Force Majeure exists and to the extent that such party is unable to fulfil its obligations in terms of agreement. Should Force Majeure exist for a period of more than thirty (30) days either party may terminate this Agreement by means of written notice to the other and the other and the Supplier shall be paid for the issued, used and/or purchased Goods by Overberg Water of Goods up to the date of termination.

21. DEFAULT

21.1 In the event of:

21.1.1 The estate of the Supplier being sequestrated as insolvent or places under judicial management provisionally or finally.

21.1.2 The Supplier publishing a notice of surrender or approaching any court for the acceptance of the surrender of his estate as insolvent or making an arrangement with or composition or assignment in favour of its creditors or agreeing to carry out this Agreement under a committee of his creditors or goes into liquidation, whether provisionally or finally; or

21.1.3 The Supplier defaulting in the performance of any express or material obligation to be performed by him under this Agreement and fails to correct such default within fifteen (15) days following written notice from Overberg Water; Overberg Water may, without prejudice to any other rights or remedies which Overberg Water may have in common law or otherwise, terminate this Agreement by written notice to the Supplier specifying the date of termination.

21.2 In the event of such termination, Overberg Water may take possession of all documents of whatsoever nature generated by the Supplier in fulfilment of his obligations in terms of this Agreement and complete the supply of Goods by whatever method may deem expedient and/or prudent.

22. PAYMENT FOR GOODS

22.1 Overberg Water agrees to pay the Supplier in accordance with the relevant Price/Rates Schedule in this Agreement for supply of such Goods to the satisfaction of Overberg Water. No payment or reimbursement shall be due by Overberg Water to the Supplier unless otherwise specifically provided for in this Agreement.

22.2 The supplier's prices and/or rates are fully inclusive of all the Supplier's cost and expenses for supply of Goods pursuant to this Agreement, including but not limited protective and safety clothing, mobilisation and demobilisation costs, compliance with laws, the Supplier's portion of any employee insurance and social security benefits, payroll and income benefits and costs to the Supplier for its personnel, unless otherwise specifically provided for in this Agreement.

22.3 All prices and/or rates are fully inclusive of any and all costs and expenses incurred by its Supplier in establishing and maintaining a supply base/office or any other establishment.

22.4 The supplier shall be deemed to have satisfied itself as regards the sufficiency of its prices and/or rates for the supply of Goods as specified herein and all such prices and/or rates shall remain fixed and firm until agreed differently in writing.

22.5 The Supplier shall invoice Overberg Water as per clause 25 below.

22.6 If Overberg Water queries or disputes any part of an invoice, it shall give written notice to the Supplier of that and of the reasons thereof as soon as reasonable practicable and shall hereupon be entitled to withhold payment of the amount in question or dispute, without any liability for interest, pending resolution of dispute.

22.7 Overberg Water shall not be obliged to pay any invoices or demand payment received by Overberg Water more than ninety (90) days from the date expiry or termination of this Agreement or completion of the relevant service forming part of the supply of Goods, whichever is the earlier.

23. SCHEDULE OF PRICES

23.1 Prices and rates are firm and fixed for twelve months, after which price adjustments/escalation shall apply according to the Price Schedule. For tender evaluation purposes, the Bidder MUST include an annual price escalation even if this may not be the final actual price escalation(s) implemented or agreed upon.

23.2 Should, after 12 months, the price adjustment(s) be different to what was stipulated in the Price Schedule, Overberg Water and the successful Supplier shall negotiate the adjustment(s) and these will only be implemented once both parties have reached agreement.

23.3 In the event no agreement is reached following the negotiation process, Overberg Water will have the right to terminate this Agreement early (refer to clause 32 of the Agreement hereunder).

23.4 Prices include delivery costs, insurance and freight.

23.5 The cost of renting gas cylinders on a monthly basis must be specified.

24. VAT

24.1 All rates are exclusive of VAT. If applicable, VAT at the rate applicable at the time of supplying the Goods is to be added to the total invoiced amount.

25. TERMS OF PAYMENT

25.1 Original invoice and monthly statements are to be sent to:

Overberg Water

PO Box 589

CALEDON

7230

Attention: Creditors Department (creditors@overbergwater.co.za)

by the end of a calendar month. Invoices shall only be considered for payment when accompanied by originals of the supporting documentation signed by the authorised Overberg water representative and the invoice has been approved for payment.

Overberg Water's VAT NO. 4420102347

26. TAXES

26.1 All amounts payable in terms of this Agreement exclude VAT but are inclusive of all other costs, and no contributions, levies, imposts, duties or the like shall be payable by Overberg Water.

32. EARLY TERMINATION

Overberg Water shall have the right to terminate this Agreement early by giving the Supplier thirty (30) days written notice. On the date of such termination, the Supplier shall discontinue the supply of any additional Goods, pending the instruction from Overberg Water and shall deliver to Overberg Water or its nominees all the documentation and all other data prepared by the Supplier in connection with the terms of this Agreement. Overberg Water will pay the Supplier for the supply of such Goods satisfactorily issued up to and including the date of such early termination.

33. ADDRESSES AND NOTICES

Each party chooses, for the purpose of all notices in terms on this Agreement and the serving of any process, its Domicilliun Citandi et Executandi addresses as follows:

Overberg Water Board (Head Office)

Physical Address:	**Postal Address:**
Unit 17, First Floor	P O Box 1005
Trident Park 2	Somerset Mall
1 Niblick Way	7137
Somerset West	
Western Cape	
7130	

The Supplier: ____

Physical Address:	**Postal Address:**
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

All notices and other communication required, permitted, or desire to be given hereunder must be in writing and sent by registered or certified mail (return receipt requested), or by courier or overnight delivery, with all postage or changes fully repaid, or by hand delivery, facsimile transmission or by electronic mail.

Date of service by mail or hand deliver is the date on which such notice or other communication is received by the addressee, or if by facsimile or electronic mail, receipt of notice or communication shall be the date the facsimile or electronic mail is sent, provided however, if such date is not a business day, then the date of notice or communication shall be the next day succeeding business day. Each party may change its address by notifying the other party in writing.

Thus done and signed at__________________on this_____day of________, 20

Witnesses:

1. ________________________

2. ________________________ ________________________

For on behalf of:

Overberg Water

Thus done and signed at__________________on this_____day of________, 20

Witnesses:

1. ________________________

2. ________________________ ________________________

For on behalf of:

SUPPLIER

PART 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 bidders 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. Bidders on a 14-day cycle who submit invoices by the 25th of a particular month will be paid between the 10th and the 13th of the next month.

4. Applicable Law – Clause 30 of GCC

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

5. Insurance – Clause 11 of GCC

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

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

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