



REQUEST FOR PROPOSAL (RFP)

Professional Services Provider to develop and implement a fundable Implementation Ready Report(s), and not limited to, of key projects for Water Source Development, Treatment, Distribution, Storage, Reticulation, Digitization & Implementation thereof in Assisting the Overberg Water Board to Fulfill Its Mandate as per the Water Services Act.

BID Number: Re-Advert RFP OW-041/2024/25

DOCUMENT INFORMATION SHEET

Title of Document	<i>Professional Services Provider to develop and implement a fundable and Implementation Readiness Report(s), and not limited to, of Key Projects for Water Source Development, Treatment, Distribution, Storage, Reticulation and Digitization in the Overberg Water Board Area of Supply.</i>
Type of Document	Request for Proposal
Document Number	Re-Advert RFP OW-041/2024/25
Technical Specifications	Brian Mokhele
Department	Finance
Prepared for	Overberg Water Board
Date of Issue	04 March 2025

DOCUMENT CONTROL SHEET

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

ORIGINAL	Technical Specifications Prepared by	Technical Specifications Reviewed by	Technical Specifications Approved by
Date:	Name:	Name:	Name:
27 January 2025	Mr. B. Mokhele	BSC Chairperson	Dr P Buthelezi
	Signature:	Signature:	Signature:

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

Professional Services Provider to develop and implement a fundable and implementation readiness report(s), and not limited to, of key project(s) for water source development, treatment, distribution, storage, reticulation, digitization and implementation thereof in the Overberg Water Board Area of Water Supply.

Procurement Number: Re-Advert RFP OW-041/2024/25

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.

There is no briefing session required for this bid, all queries regarding this bid must be forwarded in writing to Supply Chain Management:

Ms Z Tamarara or Mr E Nwamafela

Contact number: 021 851 2155

Email: enwamafela@overbergwater.co.za and ztamarara@overbergwater.co.za

INVITATION AND SCOPE OF SERVICES

Overberg Water Board (OWB) is seeking Professional Services providers to develop and implement a fundable and implementation readiness report(s), and not limited to, of key projects for water source development, treatment, distribution, storage & reticulation in the Overberg Water Board Area of Supply and to help the institution fulfill its mandate as per the Water Services Act.

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 BBEE Verification Certificate from SANAS Accredited Verification Agency to be eligible for empowerment points. The Exempted Micro Enterprises (EME) may submit an affidavit from the Commissioner of Oaths confirming its turnover and black shareholding.
- (d) The following scores will be applied:
- (e) Price - Not Applicable,
- (f) BBEE 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 04 March 2025**.

One original completed bid document shall be placed in a sealed envelope clearly marked: **“Re-Advert RFP OW- 041/2024/25 “Professional Services Provider to Develop and Implement a Fundable and Implementation Readiness Report(s) of Key Projects for Water Source Development, Treatment, Distribution, Storage, Reticulation, digitization and Implementation thereof in the Overberg Water Board Area of Supply”**

The closing date and time for the receipt of completed bids is **25th March 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 public and no late submissions will be considered.

Failure to provide any mandatory information required in this Bid will result in the submissions being deemed null and void. The bid shall be considered non-responsive. Respondents must include either 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 Brian Mokhele

Contact number: 021 851 2155

Email: bmokhele@overbergwater.co.za

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

1. 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 supply schemes. Various studies commissioned by Overberg Water Board culminated in the development of strategies, master plans with possible projects to further develop and implement. Overberg Water Board requests prospective Professional Services Provider to develop and implement a fundable and Implementation Readiness Report(s) of key projects for water source development, treatment, distribution, storage, reticulation and digitization in the Overberg Water Board of Supply in fulfilling Its Mandate as per the Water Services Act, within the Western Cape Province.

The key source of information is the growth path strategy which must be realized to sustain, develop and grow OWB. The envisaged growth is in terms of revenue increase and geographical expansion.

The Professional Service Provider is to provide principal management consultancy services and shall be responsible for appointing other relevant and experienced professional service providers and contractors in the execution of its appointment by the Overberg Water Board. The appointment of contractors by the Professional Service Provider shall be made in alignment to the procurement prescripts of the CIDB and all relevant legislation and Overberg Water will have oversight to the process. The Professional Service Provider is expected to develop and implement the fundable Implementation Readiness Report(s) of key projects at own cost until they secure funding of the implementation of the key project(s). The remuneration of the Professional Service Provider shall be derived and based on the applicable fees gazettes and such fees applicable will be payable after the funding is secured and allocated to the Overberg Water Board. The payment of the applicable fees shall be paid from the funding successfully awarded to in favour of Overberg Water Board and the PSP will continue to be paid from the same secured funding in favour of Overberg Water. The Professional Service Provider's fee claims shall be made as per the payment schedule aligned to deliverables as set out in the Service Level Agreement. The envisaged scope of work which will consummate the required deliverables, but not limited to, shall cover the following:

- a. Development of the situational analysis/scoping of Overberg Water Board geographical area of operation consisting of raw water sources, water treatment, distribution and storage infrastructure, reticulation, usage management, digitization, revenue enhancement/collection and maintenance management and develop a situational assessment/ scoping report that will develop, recommend areas of intervention for investment so that Overberg Water Board fulfill its mandated as per the Water Services Act;
- b. Development of a fundable feasibility study with clear implementable interventions and requisite financial models as outlined by the scoping/ situational assessment report for the Overberg Water Board;
- c. Development of the Implementation Plan outlining design solutions for the recommended interventions as per the outcomes of the Situational Assessment/Scoping Report and Fundable Feasibility Study;

- d. Development of funding/capitalization and implementation readiness report(s) of all the recommended outcomes. A framework of negotiation for funding will be developed in preparation of entering into funding agreements with the identified funders.
- e. Securing of the funding of the recommended and implementable programme of interventions from the funding/capitalization plan;
- f. Implementation of the all the approved programme and/or projects from the Implementation readiness report(s) as the principal management agency with the mandate of sourcing other service providers;

The implementation of the scope of works will be divided into the following phases:

2. Phase 1: Project Inception

The following tasks will be required to be completed in this phase of the Project:

- a. Development of the project definition;
- b. Development of the project Objectives;
- c. Project kick-off meeting with Overberg Water Board;
- d. Confirm parties' expectations from study and confirm exact scope of works (PSP and Overberg Water Board);
- e. Data collation and validation;
- f. Finalize the programme for execution of work; and
- g. Draft Inception Report.

3. Phase 2: Project Situational Analysis / Scoping Phase

Conduct a situational analysis/scoping of Overberg Water Board geographical area of operation consisting of raw water sources, water treatment, distribution and storage infrastructure, reticulation, usage management, digitization, revenue enhancement/collection and maintenance management and develop a Situational Assessment/Scoping Report that will develop, recommend areas of intervention for investment so that Overberg Water Board fulfill its mandated as per the Water Services Act; The scoping report must address the following:

- a. Adequacy of existing raw water sources;
- b. Address options for augmenting raw water resources;
- c. Determine condition of existing water treatment, pumping, distribution, storage infrastructure;
- d. Determine and scope the interventions that Overberg needs to implement to recapitalize and revive its water infrastructure;
- e. Assess its water demand management and utilization infrastructure, recommend solution for better management and utilization;
- f. Recommend infrastructural interventions and areas of investment to optimize and or revive existing water infrastructure value chain;

- g. Develop a fundable implementation and intervention plan as outlined by the Situational; and
- h. Assessment Report for the Overberg Water Board fulfill its mandate of water delivery.

4. Phase 3: Development of Fundable Feasibility Studies & Implementation Plan

The purpose of this feasibility study report is among others the analysis of the growth path strategy, existing infrastructure, analysis of previous studies, master plans, current intervention plan, identification of various intervention plans and options, outline of design/planning criteria, digitisation solutions and feasibility of various options. This report also details all the necessary approval requirements regarding financial, institutional, social, economic, environmental and viability criteria. The feasibility report will be used as an input document to the Implementation plan and design options.

5. Phase 4: Implementation Plan outlining design solutions

The programme of projects must be “implementation ready”. This implies that comprehensive planning must be undertaken to prove socio-economic benefit, financial viability, sustainability, technical acceptability as well as institutional arrangements, including ownership and transfer of assets, institutional responsibilities, funding arrangements, agreement and commitments for both implementation and sustainable operation. The funding for implementation of any project may only commence once funders have indicated in writing that they are satisfied that the project is implementation ready. This is a report detailing all the necessary approval requirements regarding management and institutional processes, financial modelling and O&M commitments, service level agreements. For the recommended option in the Implementation Readiness Study Report, the following should be addressed where applicable.

6. Phase 5: Funding Acquisition and Implementation Readiness Report(s)

Development of the Funding Acquisition and Implementation Readiness Plans for the programme of recommended outcomes from the Implementation Plan Outlining design solutions.

7. Phase 6: Implementation of the programme of projects

Implementation of the programme of projects as per the approved implementation readiness plans and funding acquisitions.

8. REQUIRED SKILLS

This assignment requires a multi-disciplinary team consisting of specialists with the following competencies:

- a. Sound understanding of the water & sanitation Sector in the context of legislation, policy, institutional arrangements, and performance of state-owned entities;
- b. An understanding of the current government (National, Provincial and Local) structures legislation, policy, and objectives);
- c. Sound understanding of the infrastructure development in the water and sanitation sector;
- d. Sound financial business acumen and ability to analyse financial performance, viability, sustainability and understanding of financial markets, credit rating and borrowings for state entities;
- e. Sound programme and project management experience;
- f. Strong technical experience and engineering of infrastructure service delivery industries and water services;
- g. Stakeholder Management skills and experience;
- h. Ability to conduct comprehensive due diligence, roadmap for the establishment of the new business and manage the transition;
- i. Change management and communication skills;
- j. Risk and legal specialists to ensure compliance with all legislation and governance principles;
- k. Exceptional project management skills;
- l. The deployment of the above skills should be coupled with the ability to plan, lead, and facilitate a change management plan to ensure a smooth transition within the water board. Above all, understanding of water supply operations and maintenance, legal and contractual management, and ability to conduct due diligence is of primary importance.

9. DURATION OF CONTRACT

The duration of the contract is envisaged to take five (5) years; however, it will be in alignment but not limited to the approved funded interventions completion times, commencing on the date of signing the contract agreement and service level agreement. The successful bidder should be able to start from May 2025. Where the completion dates overrun the initially envisaged five (5) year period, extensions will be put in place in to align with Implementation plans and will be reflected accordingly in the Service Level Agreement.

ADMINISTRATIVE REQUIREMENTS

The information contained in the Table below is administrative requirements.

DESCRIPTION	MINIMUM PROOF REQUIRED	TICK SUPPLIED	
		YES	NO
SBD 1	Completed and signed		
SBD 4	Completed and signed		
SBD 6.1 Completed and signed To claim preference points bidders must submit copy of their BBEE or Sworn Affidavit	Completed and signed		
Tax Compliance Status	Tax compliance on CSD / Tax pin		
Central Supplier Database Registration	Proof of CSD registration number/ CSD Report		
BBEE Certificate or Sworn Affidavit	Valid BBEE or Sworn Affidavit		
Specific Goals: For points allocation the following documents must be submitted.			
100% Women Group owned	Proof of CIPC certificate or CSD Full Report		
100% Black Designated Group owned	BBEE Certificate or Sworn affidavit		
Within the boundaries	Proof of address within Western Cape in the name of the bidder Municipal Statement or Lease Agreement		

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
COIDA	Valid COIDA certificate		
Joint ventures with notary if any:			
Notary Joint Venture Agreement / Association Agreement (if applicable)			
Company's registration certificate from CIPRO	Registration certificate		
Bidder must a <u>detailed project organogram</u> indicating roles and responsibilities – and the names of the various team members and Key People.	Project organogram		

The following proof of qualifications must be submitted. • Project Director: B.Sc. Engineering, preferably in civil engineering and a M.Sc. in Engineering or project management. • Project manager: B.Sc. Civil Engineering • Aquatic/ Geo-Hydrological Specialist: B.Sc. Natural Science and PR, Sci • Air Quality Specialist: B.Sc. Natural Science • Ecologist/Vegetation specialist: B.Sc. Natural Science	• B.Sc. Engineering civil engineering • M.Sc. in Engineering or project management. • B.Sc. Natural Science • PR. Sci Nat		
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N.B: Failure of bidders to meet all the above mandatory requirements will result in submissions being deemed null and void and shall be considered “non – responsive” and therefore not considered

- Evaluation Method 2, which entails the balance between Functionality & Preferences Points, will be adopted as follows;
- Functionality Points = max 100 points (Minimum threshold=75%)
- Price = Not applicable
- Preference (B-BBEE) = 10 points
- Specific Goals = 10 points

Evaluation criteria

Points associated with price will not be applicable and a maximum of 10 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and 10 points for Specific Goals. Bids received will be evaluated on the two (2) phases namely **Mandatory Requirements, Functionality** and **Preference Points**.

Phase 2: Technical Functionality Compliance.

Bidders must score at least 75 out of 100 in respect of functionality to qualify for advancement to Phase 2. 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 Functionality requirements and bidders scoring less than 75 points will not be considered for further evaluation.

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

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

Functionality Requirements				
No.	CRITERIA	Rating	Weight Criterion	Individual Scoring
1	Company years of experience		30	
	Working experience with the water sector / infrastructure development and the development of feasibility studies, implementation readiness reports in the public sector is key The Bidder must submit reference letters which indicate the projects related to the bid indicating the project title and description, year implementation details of the client, value of the project.			
	Less than 5 Years	1		
	A maximum of 6 Years experience	2		
	A maximum of 7 Years experience	3		
	A maximum of 8 Years experience	4		
	More than 9-10 Years	5		
2	Approach Paper		40	
	The Bidder is the approach paper that provides the Tenderer with an opportunity to <u>describe how the Consultant intends to and will deliver</u> the necessary services. The approach paper should be in an essay format and <u>must respond to the Scope of Services supplied as part of this tender document</u> . The tender should take this opportunity to fully express themselves, but <u>without making unrealistic commitments</u> . The Approach Paper must include a concise introduction and describe the necessary project set up for delivery of the services. The approach paper must be specific to the project scope and not necessarily be a duplicate of other previous projects. Hereunder are the 5 elements with prompts to assist with the development of the Approach Paper. The Prospective Tenderer must include in the Approach Paper the signed undertaking that they will implement the project at own cost until funding is secured and will only be paid for work done thereafter. The same undertaking must be signed off by the commissioner of oaths. Failure to the Tenderer to commission the undertaking will also result in losing fifty percent (50%) of the points allocated in the Approach paper. The Tenderer must be as descriptive as possible in outlining the proposed approach or “methodology” to be applied in achieving the Employer’s objectives, on achieving the regulatory and statutory requirements placed on the Employer, and on providing the Scope of Services described and implied in this tender. The approach paper must address each of the elements stated above. The scoring of the approach paper must address the following seven elements in detail: • Team set up. • Technically Sound. • Methodology Clearly Outlined. • Deliverables aligned to scope of work. • Project Plan • Undertaking to implement project; and • Project and Quality management.			
	Approach paper addressed less than two elements:	1		
	Approach paper addresses two elements.	2		
	Approach paper addresses three elements.	3		
	Approach paper addresses four to five elements.	4		
	Approach paper addresses all the elements	5		

Functionality Requirements				
NO	CRITERIA	Points (1-5)	Weight Criterion	Individual Scoring %
3	<u>Team Capability: Project Director</u> Submit the following documents as a minimum with your tender document: 1. CVs for the Key People shall as a minimum include: - Project Director: Bachelor's degree in civil engineering and master's degree in engineering or project management. - Years of Experience in overseeing Public Sector Water Projects including experience in Infrastructure delivery Note: The qualifications referred to in this schedule are South African qualifications as per the South African Qualifications Authority (SAQA) and regulated in terms of the National Qualifications Framework Act No. 67 of 2008. Where a CV refers to qualifications obtained outside of South Africa the tenderer should demonstrate that these are equivalent to the South African National Qualifications Framework (NQF levels).		10	
	Less than 5 Years	1		
	A maximum of 6 Years experience	2		
	A maximum of 7 Years experience	3		
	A maximum of 8 Years experience	4		
	More than 9-10 Years	5		
4	<u>Team Capability: Project Manager</u> Submit the following documents as a minimum with your tender document: 1. CVs for the Key People shall as a minimum include: - Project manager: Bachelor's degree in civil engineering - Years of Experience in project managing Public Sector Water Projects including experience in Infrastructure delivery Note: The qualifications referred to in this schedule are South African qualifications as per the South African Qualifications Authority (SAQA) and regulated in terms of the National Qualifications Framework Act No. 67 of 2008. Where a CV refers to qualifications obtained outside of South Africa the tenderer should demonstrate that these are equivalent to the South African National Qualifications Framework (NQF levels).		5	
	More than 10 Years	5		
	8 Years or more experience	4		
	6 Years or more experience	3		
	4 Years or more experience	2		
	2 Years or more experience	1		

Functionality Requirements				
NO	CRITERIA	Points (1-5)	Weight Criterion	Individual Scoring %
5	Team Capability: Ecologist/Vegetation Specialist Submit the following documents as a minimum with your tender document: <u>CVs for the aquatic/hydrological specialist</u> shall as a minimum include: a. Ecologist/Vegetation Specialist: bachelor's degree Natural Science b. Years of Experience as an Ecologist/Vegetation specialist in hydrology in the Public Water Sector Note: The qualifications referred to in this schedule are South African qualifications as per the South African Qualifications Authority (SAQA) and regulated in terms of the National Qualifications Framework Act No. 67 of 2008. Where a CV refers to qualifications obtained outside of South Africa the tenderer should demonstrate that these are equivalent to the South African National Qualifications Framework (NQF levels).		5	
	10 Years experience	5		
	8 Years or more experience	4		
	6 Years or more experience	3		
	4 Years or more experience	2		
	2 Years or less experience	1		
6	Team Capability: Aquatic/ Geo-Hydrological Specialist Submit the following documents as a minimum with your tender document: 2. <u>CVs for the aquatic/hydrological specialist</u> shall as a minimum include: a. Aquatic/Hydrological Specialist: bachelor's degree Natural Science b. Years of Experience as aquatic/hydrological specialist in hydrology in the Public Water Sector Note: The qualifications referred to in this schedule are South African qualifications as per the South African Qualifications Authority (SAQA) and regulated in terms of the National Qualifications Framework Act No. 67 of 2008. Where a CV refers to qualifications obtained outside of South Africa the tenderer should demonstrate that these are equivalent to the South African National Qualifications Framework (NQF levels).		5	
	10 Years experience	5		
	8 Years or more experience	4		
	6 Years or more experience	3		
	4 Years or more experience	2		
	2 Years or less experience	1		

Functionality Requirements				
NO	CRITERIA	Points (1-5)	Weight Criterion	Individual Scoring %
7	<u>Team Capability: Air Quality Specialist</u> Submit the following documents as a minimum with your tender document: 1 CVs <u>for the air quality specialist</u> shall as a minimum include: a) Air Quality Specialist: Bachelor's degree in natural science and a PR SCI b) Years of Experience as a air quality specialist in the Public Water Sector Note: The qualifications referred to in this schedule are South African qualifications as per the South African Qualifications Authority (SAQA) and regulated in terms of the National Qualifications Framework Act No. 67 of 2008. Where a CV refers to qualifications obtained outside of South Africa the tenderer should demonstrate that these are equivalent to the South African National Qualifications Framework (NQF levels).		5	
	10 Years experience	5		
	8 Years or more experience	4		
	6 Years or more experience	3		
	4 Years or more experience	2		
	2 Years or less experience	1		

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

This RFP has only 2 phases of evaluation, namely the mandatory assessment and the functionality or technical assessment. There will not be any evaluation on pricing since the bidder is required to perform work at own costs until funding is sourced and projects are implemented. Therefore, the bidder must score a minimum of 60/80 on the functionality before the awarding of the points on BBBEE and specific goals.

The final award will be combination of functionality points (minimum of 60 out of 80 must be meet) and BEE & Specific goals points. The bidder scoring the highest score will be appointed. Overberg Water Board reserve the right to award the bid wholly to the successful bidder.

Quantitative Assessment

Bids that achieve the minimum technical requirement will be further adjudicated on Specific Goals and BEE status. The method of scoring Specific Goals 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)	Not applicable
Empowerment Objectives (S_E) BEE	10
Specific Goals	10
Functionality points	80
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: Declaration of Interest (SBD 4)
RETURNABLE SCHEDULE 3: 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, Wednesday 25th March 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;
- (m) One original document shall be placed in sealed envelopes clearly marked.
“Re-Advert RFP OW-041/2024/25 – **“Professional Services Provider to Develop and Implement a Fundable and Implementation Readiness Report(s) of Key Projects for Water Source Development, Treatment, Distribution, Storage, Reticulation, digitization and Implementation thereof in the Overberg Water Board Area of Supply”** at the reception desk of Overberg Water Board’s Corporate Office, Trident Park 3, Ground Floor, 1 Niblick Way, Somerset West, Cape Town;
- (e) Respondents or their representatives (including the courier services) must ensure that they register their submissions in the Lodging Sheet at the Reception Desk of the above- mentioned Overberg Water offices, wherein they will indicate the name of the person delivering the submission, the number of copies submitted, the time and date of submission and sign the document.
- (f) All enquiries and submissions regarding this Request for Tender (RFP) must be directed to:
 - Mr Edward Nwamafela: Supply Chain Management Unit Contact Number: 0218512155; Email: enwamafela@overbergwater.co.za and/or Mr. B. Mokhele (Technical Queries) Contact Number: 0218512155; Email: bmokhele@overbergwater.co.za;
- (g) The contact details reflected above shall be the only point of contact for this contract. Failure to observe this requirement might lead to immediate disqualification of the respondent;
- (h) Overberg Water reserves the right not to accept any submission.

- (i) Bidders must comply with Regulation 13(c) of the Public Service Regulations, 2016 which states that “an employee in the public service shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in ANNEXURE 2 and 3 of the PFMA”.
- (j) Submission of a Request for Proposal and its subsequent receipt by the Overberg Water does not represent a commitment on the part of the Overberg Water to proceed further with any Respondent or any project;
- (k) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;
- (l) Public Liability - Overberg Water shall not be liable in respect of any claims, damages, accidents, etc. to persons, properties, vehicle rights, etc. that may arise from the carrying out of this contract.
- (m) Tender prices must remain valid for a period of 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.

N.B. OVERBERG WATER RESERVES ITS RIGHTS NOT TO APPOINT ANY SERVICE PROVIDER/S

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:	Re-Advert RFP OW-041/2024/25	CLOSING DATE:	01 st April 2025	CLOSING TIME:	12H00
DESCRIPTION	PROFESSIONAL SERVICES PROVIDER TO DEVELOP AND IMPLEMENT A FUNDABLE AND IMPLEMENTATION READINESS REPORT(S) OF KEY PROJECTS FOR WATER SOURCE DEVELOPMENT, TREATMENT, DISTRIBUTION, STORAGE, RETICULATION, DIGITIZATION AND IMPLEMENTATION THEREOF IN THE OVERBERG WATER BOARD AREA OF SUPPLY				
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	Brian Mokhele	
TELEPHONE NUMBER	0218512155		TELEPHONE NUMBER	0218512155	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	enwamafela@overbergwater.co.za		E-MAIL ADDRESS	bmokhele@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: _____

As outlined in the scope of work the Professional Service Provider to provide Overberg Water, undertakes to work at own cost until the funding for the key projects have been approved, funding approved, allocated in favour of Overberg Water Board as per the Implementation Readiness Report(s) and Implementation thereof and that the service provider shall be paid and continue to paid according the deliverables to be set out in the Service Level Agreement between Overberg Water Board and the Professional Service Provider.

The professional service provider's remuneration once funding is secured shall be payable and will be paid in line with the following gazette PSP rates:

- a) ECSA GUIDELINES PROFESSIONAL FEES FOR ENGINEERING SERVICES
- b) SACQSSP GUIDELINE TARIFF OF PROFESSIONAL FEES
- c) SACPCMP GAZZETTED GUIDELINE SCOPE of SERVICES AND TARIFF OF FEES
- d) SACAP GUIDELINE PROFESSIONAL FEES BOARD NOTICE
- e) SACNASP GUIDELNE FEE STRUCTURE

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

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.
- 3.5 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.
- 3.6
- 3.7 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.
- 3.8
- 3.9 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 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) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
SPECIFIC GOALS	10
BEE POINTS	10
Total points for Price and SPECIFIC GOALS	20

- 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 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

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

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (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 for price; and scores 0 points for the relevant specific goals where the supplier or service provider did not stipulate locality.

Specific Goal	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)	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

- ☐ 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 authorized 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 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

WHEARES 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
Ruensvelt East WTW	- 34.076234, 20.245964
Ruensvelt 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 the award of the tender and will continue for an initial period of 5 years.

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, except 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.

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 of 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 the currency 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 authorized 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 Domiciliun Citandi et Executandi addresses as follows:

Overberg Water Board (Head Office)

Physical Address:

Unit 17, First Floor
Trident Park 2
1 Niblick Way
Somerset West
Western Cape
7130

Postal Address:

P O Box 1005
Somerset Mall
7137

The Supplier: _____

Physical Address:

Postal Address:

All notices and other communication required, permitted, or desired 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 charges 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

