

	<h1 style="text-align: center;">REQUEST FOR QUOTATION</h1>		Form No: RW SCM 00016 F	
			Revision No: 09	
			Effective Date: 31 Jan 2023	

BID NUMBER:	10398390	CLOSING DATE:	14 April 2023	CLOSING TIME:	23:59:59
DESCRIPTION:	EMBANKMENT STABILISATION THROUGH GABION INSTALLATION AT H8 PIPELINE IN CIRVIN ROAD, BEDFORDVIEW AT GERMISTON.				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	05/ April 2023				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Dorah Mashele	CONTACT PERSON	Bongani Ndwandwe
TELEPHONE NUMBER	011 -682-7251	TELEPHONE NUMBER	011-682-0724
E-MAIL ADDRESS (Submissions must be made to this address)	dmashele@randwater.co.za	E-MAIL ADDRESS	bndwandw@randwater.co.za

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS 1				
E-MAIL ADDRESS 2				
VAT REGISTRATION NUMBER			CIDB GRADING	
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT (EMEs and QSEs)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

BID SUBMISSION:
<ul style="list-style-type: none"> Bids must be submitted by the stipulated time to the email address stipulated above. Late bids will not be accepted for consideration. All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document. 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." <i>Rand Water will provide any clarifications / addenda / extension of closing date by no later than one (1) calendar</i>

day before the closing date.

1. SCOPE OF WORK

1.1. DESCRIPTION

Rand Water has successfully replaced and refurbished the H8 Pipeline along Main Reef Road. Therefore, Rand Water seeks a contractor to assist with rehabilitation of the site in order to comply with Generic Environmental Management Plan and Water Use license. The clarification of these sections will be confirmed at a compulsory site meeting. Rehabilitation of the area will be efficient to adhere to the Generic Environmental Management Plan and Water Use license, thus Rand Water need to comply with the above-mentioned legislation. The Contractor shall confirm the size of the area to be seeded and installed with erosion control structures on the identified site/area.

1.2. OBJECTIVES OF THE REQUIRED WORK

The objective of the required work would be to rehabilitate the scared area as per legislative requirements. The proposed work will comprise of installation of erosion control structures and re-vegetating the scarred area by planting of veld grass on the areas that will be affected by the pipeline construction.

1.3. THE KEY MILESTONE OF THE PROJECT ARE:

- ⊖ Cultivate the compressed soil to promote the growth of vegetation
- ⊖ Re-vegetate the specified area with seeding.
- ⊖ Application of fertilizer.
- ⊖ Maintenance of the area
- ⊖ Weeding the site until handover
- ⊖ Watering/irrigation
- ⊖ installation of erosion control structures (Reno mattresses, Geojute blanket and Gabions)
- ⊖ Supply of Reno Mattresses and Gabion Basket
- ⊖ Supply and installation of Geotextile
- ⊖ Installation of Reno Mattresses and Gabions
- ⊖ Site clean up

1.3.1. GRASS SEEDING OF THE AFFECTED AREA

The entire scarred area to be seeded must be scarified either mechanically or manually in order to provide suitable conditions for grass germination and minimise water/wind disturbances. Soil is to be scarified to a minimum depth of not less than 60 mm and with a scarification spacing of not more than 200mm apart. As part of the site or soil preparation the contractor will be requested to cut and fill soil on site for closing the gullies currently developing within the servitude. Earth berms would need to be created and the others maintained as there are signs of huge volume of water traversing the servitude. All rubble, stones and other foreign objects must be removed and disposed of at approved dumping site. Proof of disposal needs to be obtained and submitted to Rand Water. The area that requires grass seeding is approximately 1 050m² in order to stabilize the scar created.



Above pictures show the area that will require to be grass seeded and installed with the erosion control structures along H8 Pipeline in Cirvin road, Bedfordview.

1.3.3. SEEDING MIXTURE

Rand Water EMS Nursery has to date successfully used a seeding mixture of *Eragrostis teff*, *Digitaria smutsii*, *Chloris gayana*, *Melinis repens* and *Cynodon dactylon*. The mixture ensures adequate variety and blends in well with surrounding grass species. This mixture is recommended yet remains open to further species being added. Should the Contractor wish to recommend additional/replacement indigenous grass species, these must be specified in the tender/quotation together with the Contractors' recommended application rate. Preference will be given to improved seeding mixtures recommended by the Contractor. The mix must mirror the existing grass varieties; the final varieties mix should be approved by EMS.

1.3.4. SEEDING RATE

⊖ <i>Eragrostis teff</i>	20 kg/ha
⊖ <i>Digitaria smutsii</i>	10 kg/ha
⊖ <i>Chloris gayana</i>	15 kg/ha
⊖ <i>Cynodon dactylon</i>	15 kg/ha
⊖ <i>Melinis repens</i>	10 kg/ha

1.3.5. ANTICIPATED PERCENTAGE COVER

It is envisaged that with the above-mentioned seeding mixture and at the given application rate a 95% (ninety-five percent) cover can be - obtained by the end of the second growing season. The Contractor shall ensure then that no single area 0.5 m² or larger be left uncovered with a total uncovered area not in excess of 5% (five percent) over the entire scarred area. Should these conditions not be acceptable to a Contractor, it must be stipulated in writing together with the quote for grass seeding and the Contractors' guaranteed percentage cover. The minimum height of the grass should be 20cm; the contractor must remain accountable until this standard is recognized.

1.3.6. APPLICATION OF FERTILIZERS

- ⊖ Applications of fertilizer shall be made and must be distributed evenly and irrigated afterwards.
- ⊖ Superphosphate must be applied when seeding.
- ⊖ A follow up fertilization with 2:3:2 must be applied, 5kg/100m² four weeks after seeding.

1.3.7. MULCHING OF SEEDED AREA

On completion of sowing the seed, the site may also be covered with a very light layer of veld grass or chipped materials as mulch. This mulch layer shall be no thicker than 2-3mm deep.

1.3.8. WATERING OF GRASS

The installation of a temporary irrigation is not feasible along the road; the contractor will be responsible for providing irrigation as required until the first growing season to ensure the 95% cover as required. Watering of the site should be done twice a week for a period of 3 months.

1.3.9 MAINTENANCE OF THE SITE

The contractor will be expected to regularly keep adequate barricading up, to prevent pedestrian traffic from damaging the newly germinated grass. The contractor should continuously monitor the site and correct when minimal damage occurs on the germinating grass. Adequate watering of the area to ensure optimum growth. Payment will be linked with rate of application and growth percentage of seeding, germination and 20cm height. Seeding payment will be done in parts i.e. during germination and when growth is 20cm. Remaining payment will be made with 95% cover and grass with average height of 20cm.

1.3.10 WEEDING

All grassed areas must be kept free of weeds, at all times until the site is handed over. Either by means of physical or chemical weeding. Where chemical weeding is used, the product to be used must first be discussed with the Environmental Control Officer (ECO). Staff applying chemicals must be fully trained, competent and certified. The MSDS sheets of chemicals must be kept on site at all the times. The appointed contractor will be requested to have the PCO License. Weeding must include invasive alien plant species.

1.4. CREATION OF EARTH BERMS

The contractor is required to create berms to divert water away from the pipeline route. The berms should be 300mm high with the width of 1m so as to allow the access for the pipeline patrolling routine. The berms should be created by cutting and filling of the 300mm soil using the insitu material. The berms will be required to be seeded in order to blend in with the surrounding environmental state. The earth berms will be created in the interval of 10m apart and will be required to discharge water unto the grass block structures. The earth berms that are required on site are 4 in number with the length of 25m, 1m wide and 300mm in height.

2. INSTALLATION OF EROSION CONTROL STRUCTURES

The objective of the required would be to install of erosion control structures of Gabions and Reno Mattresses to protect the pipeline from erosion and possible exposure. The Reno and Gabion structures will aid with prevention of soil erosion during the storm water flooding and also to protect the infrastructures from soil subsidence.

2.1.1. RENO MATTRESS

Reno mattresses are double twisted hexagonal woven wire mesh baskets of variable sizes, uniformly partitioned into cells at typically 1m centers. The general dimensions are 0.3 - 0.5mm depth, 1-2m width and up to 6m length.

2.1.2. GABIONS

A cage of galvanized steel wire mesh (with or without PVC coating) that is packed with stones and is used in retaining structures and in various applications to counter erosion. Gabions are made of hexagonal wire Mesh Type 80, commonly referred to as double twist wire mesh as per SANS 1580:2001. The panel edges are strengthened with a wire of a greater diameter than the mesh wire.

2.1.3. WIRE

Steel wire, Mesh Type 80 to SABS 1580:2001, heavily zinc coated (250g/m²) to SABS 675:1993 of 2.7mm diameter, Class A Galvanized wire with a tensile strength between 350-575 N/mm² as per SANS 675:1997. The wire shall not be PVC coated.

2.1.4. FILLING AND LACING

⊗ The Contractor shall carry out all wiring as a continuous lacing operation, not with individual twists of wire at intervals to achieve tightness of the mesh and wiring at all times.

- ⊖ The Contractor shall stretch out each mattress on a hard, flat surface, and stamp out any unnecessary kinks. If the finished mattress is to be less than full-length, the Contractor shall cut it off the required length.
- ⊖ Mattresses shall be filled by spreading rock in at least two layers and, where so required, by using selected rock size for the top layer as to present the appearance of a dry stone pitched surface.
- ⊖ The closing and wiring-down of lids shall proceed as soon as is practical after the filling operations. Lids shall be stretched tightly over the filling, and wired down securely through each mesh along all edges, ends and diaphragms.
- ⊖ The ends of all tying and bracing wires shall be turned into the gabion box or mattress on completion of the lacing operations.
- ⊖ For the purpose of forming metre joints, angles, curves or slopes that are not possible to obtain in structures with standard rectangular mattresses, shall a mattress mesh be cut, folded and wired together. Such mesh shall be neatly cut, and the surplus mesh shall be completely removed, or folded back, or folded and tightly wired to an adjacent mattress face.
- ⊖ The cut edges of the mesh shall be securely laced together with binding wire in the manner already specified. The assembly, filling and final wiring of re-shaped mattresses shall otherwise be carried out as specified in previously.
- ⊖ In order to achieve a special finish, the outer face of the mattress shall be carefully packed by hand with selected stone of size 75 mm to 150mm.

2.1.5. GEOTEXTILES

A material in the form of a sheet, a blanket or a net that is permeable to water and typically has a hydraulic conductivity of 1×10^{-5} m/s to 1 m/s as per SABS 1200DK-1984. Properties determined in accordance with SABS 0221:88. A geotextile blanket shall be made of fibers consisting of at least 85% (by mass) of polypropylene, polyethylene, a polyester, a polyamide, or a co-polymer of vinyl chloride and vinylidene-chloride, or any combination of these polymers, and the polymer(s) shall contain such additives as are necessary to render the filaments resistant to the effects of ultraviolet radiation and heat. It shall be continuous double needle –punched filaments of minimum 9kN/m tensile strength. The Manager environmental management services approval of the make and the grade of geotextile shall be obtained by the Contractor before the Contractor orders or uses any geotextile in the Works.

2.1.5.1. INSTALLATION

Where and as scheduled, geotextile that complies as already stated, as applicable, shall be placed beneath and on the sides of Reno mattress cages where it will not affect the flow of water. It shall be laid on the top of the prepared bottom or on the sides, or on both, of each excavation before the gabion cages are placed. A geotextile shall be placed either with an overlap of at least 300mm that is securely fastened to prevent any movement or slipping during the placing of gabion cages and rock fill, or provided that it is sewn or bonded in an approved manner, with an overlap of at least 75mm.

2.1.6. ROCKS

The Reno mattress and gabions must be filled with a rock ranging between 75mm to 150mm. No rock more than 200mm in diameter shall be used to fill the Reno mattress. No stone shall be of such a size that it will pass through a ring of diameter 60mm, being the mesh diameter of the used Reno mattress. The rock shall be angular, clean, hard, unweathered, and free from fissures and flaking. It shall have a relative density of at least 2.40 and when the stone is subjected to the weathering test, the loss of mass shall not exceed 5%, and, b) In the case of dolerites, when the stone is subjected to the durability test, the number of stones broken near their middle shall not exceed 5%. Natural weathered rock shall be used in the face of the gabions.

2.1.7. FILLING, BRACING AND LACING OF GABIONS AND RENOS

Sufficient lacing (binding) and connecting wire shall be supplied with the gabion cages to complete all the wiring operations that are necessary for the construction of all gabions.

Using adequate quantities of connecting and lacing (binding) wire, the Contractor shall complete the wiring in accordance with the manufacturer's instructions. The lacing together of the edges of adjoining boxes / mattresses and of diaphragms to side panels, and the lacing of lids shall be so carried out that, when the laced attachments are tested, the force required to separate the edges, the diaphragms and the lids is at least 1,5kN/m.

Particular care shall be exercised in filling against the faces of gabion boxes that will be exposed to view in the finished structure. Selected rock particles of adequate size shall be so packed as to obtain a fair-faced finish.

Successive gabion boxes shall be filled in stages, to prevent deformation and bulging. They shall be filled to just below the level of the wire braces (as above) and the braces shall then be twisted, windlass-style, to provide tension, after which the filling shall be completed, the boxes being slightly overfilled to provide for settlement. Care shall be taken to ensure that the lids of each course of gabion boxes are closed and laced before the next successive course of gabion boxes is placed, and that each box is filled evenly to a level surface ready to receive the next course of boxes.

A true face shall be achieved when constructing gabions, preventing bulging of the front face by bracing.

OTHER REQUIREMENTS

- ⊖ Contractor's will have to undergo appropriate induction Rand Water before commencing work
- ⊖ The Environmentalist Rehabilitation must be informed of the starting date BEFORE starting.
- ⊖ Induction certificates must be available at all times when work is carried out on site.
- ⊖ Toilets available to comply with safety and health requirements.

DIRECTIONS TO SITE

The Site is situated in Germiston Cirvin Road, directions to the site will be shown during the clarification meeting. Coordinates: 26°09'43.59" S, 28°07'55.67" E



THE CONTRACTOR MUST:

- ⊖ Be fully conversant with the scope.
- ⊖ Be fully conversant with all environmental legislation and ensure compliance.
- ⊖ Ensure that all the environmental and safety specifications contained within scope of work are adhered to on site.
- ⊖ Regularly liaise with the Manager Environmental Rehabilitation on matters relating to the environment.
- ⊖ Confine activities to the demarcated construction site.
- ⊖ Ensure that safety comes first in all activities.
- ⊖ That all requirements of the tender are adhered to and addressed.

STANDARDS THAT APPLY

- ⊖ Returnable documents
- ⊖ Agreements and contract data
- ⊖ Pricing data
- ⊖ Schedules
- ⊖ Environmental Authorization
- ⊖ Environmental Management plan

DELIVERABLES

- ⊖ Site to be 95% covered in veld grass as per specification and at a height of 20cm.
- ⊖ Handover will be done once the standard is met.
- ⊖ Grass seeded.
- ⊖ Site should be weed free.
- ⊖ Watering of the grassed.
- ⊖ Well germinating grass.

- ⊖ Installed erosion control structures (See attached Annexure:1).
- ⊖ Berms created on site.

TO BE SUPPLIED BY THE CONTRACTOR

- ⊖ Staff who are fully trained and experienced and comply with all standards set in document.
- ⊖ Workers who comply with all standards set in document.
- ⊖ All tools and materials.
- ⊖ Documents as requested in schedules.
- ⊖ Photographic progress should be done throughout project.
- ⊖ Photographs are to be done on digital format accompanied with one print out.

TO BE SUPPLIED BY RAND WATER

- ⊖ Tender document and order for work.
- ⊖ Inspection of work and acceptance of receipt.
- ⊖ Payment.
- ⊖ Environmental Management Plan.
 - ⊖ Environmental Authorization

2. AWARDING STRATEGY

The maximum number of suppliers to be awarded this RFQ is 01

3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

3.1. Test for Responsiveness/ Pre- qualification

N/A

Responses that fail to meet pre-qualifying criteria stipulated will not be further evaluated.

3.2. FUNCTIONALITY CRITERIA

3.2.1. The functionality evaluation criteria are as follows:

ADJUDICATION CRITERIA		WEIGHT
1.	Previous Related Experience (Similar to current RFQ Scope/Work)	25

ADJUDICATION CRITERIA		WEIGHT
	<p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> • None = 0 % - No submission • Weak = 33.3% - 1 Company reference • Moderate = 66.7% - 2 Company references • Good = 100% - 3 Company references 	
2.	<p>Human Resource Capacity Adjudicated based on Human Resource Capacity Schedule required for the execution of the scope of work. The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work.</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> • None = 0 % - No submission • Weak = 33.3% - Company organogram not reflecting the resource needs for the scope of work • Moderate = 66.7% - Company organogram partially addressing the resource needs for the scope of work • Good = 100% - Company organogram adequately addressing the resource needs for the scope of work 	25
3.	<p>Equipment Resource Capacity Adjudicated based on Equipment Resource Capacity (Plant, Equipment, vehicles, computers, software's etc.) The purpose is to establish an overall picture of the company's equipment resource capacity and ability to undertake the work and will therefore be services/goods specific.</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> • None = 0 % - No submission • Weak = 33.3% - Minimal capacity in relation to the scope • Moderate = 66.7% - Capacity meets the scope requirements with some gaps • Good = 100% - Capacity meets the scope requirements 	25
4.	<p>Work Breakdown / Schedule / Project Programme Aligned with Contractual requirements, credible and acceptable</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> • None = 0 % - No submission • Weak = 33.3% - The work breakdown/ schedule / project programme is submitted but is unclear. • Moderate = 66.7% - The work breakdown/ schedule / project programme is submitted and has some indication of the duration. • Good = 100% - The work breakdown/ schedule / project programme is submitted and has a clear indication of the duration and delivery date. 	25
TOTAL		100

Responses are required to meet a **minimum of 70 percent** to be further evaluated.

3.3. PREFERENTIAL POINT SYSTEM

The (80/20) Preferential Point System will be used to evaluate price and specific goal on received written price quotations. Where 80 will be allocated for Price and 20 for the Specific goals.

3.3.1. PRICING SCHEDULE

The Supplier must complete the following pricing schedule:

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
1.	Full compliance to legislative requirements as well as Rand Water and external standards referred to this contract document, ROD and EMP. (Refer to all other requirements)			Sum	
2.	Site Facilities, Equipment, Project Management, Safety compliance and contractual obligations.			Sum	
3.	Grass seeding area costs				
3.1.	Soil preparations			1 050m ²	
3.2.	Supply of Application of Fertilizer @ 5kg/100m ² (50kg of Fertilizer)			1 050m ²	
3.3.	Supply and Application mulch			1 050m ²	
3.4.	Grass Germination			1 050m ²	
3.5.	Grass 20cm growth			1 050m ²	
3.6.	1st Follow-up: Fertilizing (50kg of Fertilizer)			1 050m ²	
3.7.	2nd Follow-up: Fertilizing (50kg of Fertilizer)			1 050m ²	
4.	Maintenance of the seeded area (three times a week for 3 months)				
4.1.	Weeding			1 050m ²	
4.2.	Watering of grass until 20cm height.			1 050m ²	
5.	Area preparation for the erosion control structure				
5.1.	Foundation excavation (for construction of Gabions or Mattresses)			18m ³	
5.2.	Surface preparation (for bedding of Gabions or Mattresses)			40m ³	
6.	Supply and Installation of the Gabions				
6.1.	a) Gabion and Reno Rock			100m ³	
7.	Gab_PoliMac: 2.7mm Type 80 PoliMac coated wire				
7.1.	(a)2x1x1 m			15 no.	
7.2.	(a)1.5x1x1 m			30 no.	
8.	Supply and installation of the Reno Mattresses				
	CMat_PoliMac: 2.2mm Type 60,PoliMac coated wire				
8.1.	a) 3x1x0.3 m			28 no.	
8.2.	b) 6x2x0.3 m			8 no.	
9.	Supply and application of Geotextile				
9.1.	MacTex® N 20.2 is nonwoven continuous filament needle punched polyester geotextile with a CBR of 2.7 kN (SANS ISO 12236), puncture resistance of 19 mm (SANS ISO 13433). Permeability of 100 l/s.sqm (SANS ISO 11058) and apparent opening size of 138 micron (SANS ISO			208m ²	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
	12956). Thickness at 2 kPa of 1.8 mm (SANS ISO 9863-1)				
10.	Supply and Application of Erosion Control Mats				
10.1	Macmat®			200m2	
	(b) Macmat® 12.1_2x50m				
	CMat_PoliMac: 2.2mm Type 60,PoliMac coated wire				
	Macmat® 12.1 is a turf reinforcement geocomposite made from a polypropylene three-dimensional matrix with a thickness of 12mm and an open area of at least 90%. The colour of the geomat is brown.				
TOTAL					
VAT					
TOTAL [VAT INCLUDED]					

3.3.1. SPECIFIC GOALS

Rand Water specific goals is to empower previously disadvantaged designated groups. This specific goal will be evaluated and measured by using the SANAS accredited B-BBEE certificate or sworn affidavit for QSE or EME or the dtic B-BBEE certificate.

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders will not be disqualified from the bidding process for not submitting a SANAS accredited B-BBEE certificate or sworn affidavit for QSE or EME or the dtic B-BBEE certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of maximum of 20 for B-BBEE.

4. RETURNABLE DOCUMENTS

The following documents **must** be returned together with this RFQ:

Required for Evaluation

- 4.1. Functionality evaluation supporting documents.
- 4.2. A B-BBEE Status Level Verification Certificate (SANAS Approved) / Sworn Affidavit (For EMEs& QSEs) / *the dtic B-BBEE certificate* must be submitted in order to obtain preferential points. must be submitted in order to obtain preferential points.
- 4.3. Completed and signed SBD 4 Form (Declaration of Interest)
- 4.4. Company Resolution Letter (proof of authority).

Required before award

- 4.5. Letter of Good Standing, COID (where applicable)

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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:

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.

- 3.1 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

5. GENERAL TERMS AND CONDITIONS

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.

The following terms and conditions shall apply to the award. The Supplier agrees to adhere to the terms and conditions.

5.1. DEFINITIONS

5.1.1. In the General Conditions of Purchase, the terms below shall have the following meanings, unless it is inconsistent with the context of the Purchase Order:

"PURCHASE ORDER"	means the order between Rand Water and the Supplier;
"DELIVERY"	means delivery in accordance with the conditions of the Purchase Order at the stated delivery point;
"SUPPLIES"	means any services, equipment, goods, items or materials to be delivered by the Supplier in terms of the Purchase Order;
"SUPPLIER"	means the party appointed by Rand Water and with whom Rand Water places the Purchase Order.

5.2. FIXED PRICE

The price stated in the Purchase Order shall be regarded as fixed and is invariable and not subject to adjustments unless otherwise agreed between the parties in writing.

5.3. DELIVERY TIME OR DATE

The delivery time or date stated in the Purchase Order shall be regarded as fixed and the Supplier shall adhere strictly thereto. Rand Water reserves the right to cancel any order issued if delivery is not made as agreed and the Supplier will not be entitled to any cancellation fees.

5.4. PURCHASE ORDER

5.4.1. In terms of this order Rand Water undertakes to procure, and the Supplier undertakes to supply the products and/or services as contained on the Purchase Order. This however, does not prohibit Rand Water to procure additional products/services, and or to procure the same/similar products/services, from any other Supplier.

5.4.2. The Purchase Order number stated in the Order shall be indicated clearly on all documentation to be issued by either party to the other.

5.5. CANCELLATION OF ORDER

5.5.1. Should the Supplier fail to deliver the goods at the time agreed to, or should it not comply with any other essential condition of the Purchase Order, Rand Water shall be entitled in writing to cancel the Purchase Order, without any adverse cost implications for Rand Water.

5.5.2. The aforesaid cancellation shall not prevent Rand Water from exercising any of its rights available in terms of the Purchase Order.

5.6. DISPATCH OF SUPPLIES

Rand Water shall not be responsible for any risk in and to the goods before delivery of such goods has taken place.

5.7. SPECIFICATIONS

5.7.1. The Supplier shall ensure that the service to be rendered shall in all respects be in accordance with the requirements and stipulations set out in the Purchase Order. All materials and consumable items if applicable shall be new and unused, unless otherwise agreed to in writing.

5.7.2. Rand Water shall be entitled to return any goods with defects or deviations from the agreed specification within 7 days after date of delivery and will not be liable for any cost.

5.8. GUARANTEE

Save for consumables, the Supplier guarantees the workmanship and materials and any components thereof will be free of any defects for a period of at least 12 (twelve) months after the acceptance thereof by Rand Water, reasonable wear and tear will be accepted.

5.9. PAYMENT

Rand Water does not allow advance payments to the Supplier.

5.9.1. Payment of an invoice shall not prevent Rand Water from subsequently disputing all or any of the fees in good faith whether during or after the term of the Purchase Order.

5.12. FORCE MAJEURE

Any Force Majeure event experienced by the Supplier that is likely to affect the timeous delivery of any items on the Purchase Order shall be communicated to Rand Water in writing within forty-eight (48) hours of the Supplier becoming aware of such circumstance. Force Majeure event means:

- natural disasters
- war, act of foreign enemies
- riot, civil commotion
- strike, lockout, other labour disturbance (including those involving the Supplier's employees) or

any other circumstances beyond the control of the Supplier and which in the absence of this paragraph will operate to frustrate the timeous delivery of the item and/or service.

5.13. WARRANTY

5.13.1. The Supplier warrants that all goods and Services supplied under this Purchase Order will be in accordance with all contract requirements and free from defects or inferior materials, equipment, and workmanship for twelve (12) months after final acceptance of the goods or Services.

5.13.2. If Rand Water finds the warranted goods or Services need to be repaired, changed or re-performed, Rand Water shall so inform the Supplier in writing and the Supplier shall promptly and without expense to Rand Water replace or satisfactorily correct the goods or Services.

5.13.3. Any goods, services or parts thereof so corrected, shall also be subject to the provisions of this Clause, and the warranties for such goods, Services or part thereof shall be for twelve (12) months from the date of Rand Water's final acceptance of such corrected goods or Services.

5.13.4. The Supplier further warrants the goods/services will meet and are suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. Goods/services that do not conform to the above warranties may, at any time within 12 months after delivery to Rand Water, be rejected and returned to the Supplier, and if Rand Water has incurred any expenses as a result thereof, Rand Water will be entitled to recover same from the Supplier.

5.14. TERMINATION FOR CONVENIENCE

Rand Water reserves the right, at any time, in its own best interest, and without liability, to terminate a Purchase Order in whole or in part, by written notice of termination for convenience to the Supplier. If the Purchase Order is so terminated, then, within thirty (30) days following the Supplier's receipt of the termination notice, the Supplier shall submit a claim for equitable adjustment. If the termination involves only services, Rand Water shall be obligated to pay only for services performed satisfactorily before the termination date.

5.15. TERMINATION FOR DEFAULT

Rand Water may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate a Purchase Order in whole or in part by written notice of default if the Supplier:

- fails to deliver in terms of the Purchase Order or perform the services within the time specified;
- fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or
- fails to comply with any of the other instructions, terms, or conditions. Rand Water's right to terminate for default may be exercised if the Supplier does not cure the failure within ten (10) days after receiving the notice of such failure.

5.16. AMENDMENT OF ORDER

5.16.1. No amendment or variations to the Purchase Order shall be permitted without the written approval of Rand Water.

5.16.2. No price adjustments shall be accepted unless stipulated in the quotation document received. The Supplier shall be obliged to supply the goods and services on the quoted prices, if the Purchase Order was placed within valid time of quotation.

5.17. CESSION OF CONTRACTS

The Supplier may not, cede, delegate, relinquish or transfer to anyone his rights and/or obligations without the prior written consent of Rand Water.

5.18. DISPUTE RESOLUTION

All disputes between the parties shall, when all efforts to resolve such dispute by negotiation have failed shall be resolved by way of arbitration under the auspices of the Arbitration Foundation of Southern Africa ("AFSA") as per AFSA's rules, in Sandton, Johannesburg. Either party shall however be entitled to proceed to the South Gauteng High Court (to which jurisdiction the parties hereby consent) for any urgent, interim or interdictory relief, as that party may deem necessary in the circumstances in order to protect its rights or interests under a Purchase Order or these terms and conditions.

5.19. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

5.19.1. The Parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of, and

5.9.2. Payments shall be effected within 30 days after submission of monthly statement.

5.9.3. Rand Water shall endeavour to make payment within 30 days from date of monthly statement, date of the aforesaid monthly statement should reflect the last day of the month wherein the services being invoiced were rendered.

5.10. LIABILITY FOR COSTS, DAMAGES OR EXPENSES

Rand Water may deduct all costs, damages or expenses, or any other amount for which the Supplier is liable in terms of the Purchase Order, from moneys due to or becoming due to the Supplier in terms of any subsequent Purchase Orders or the contract between the Supplier and Rand Water. Rand Water is herewith irrevocably and *in rem suam* authorized.

5.11. PENALTY AND PERFORMANCE CLAUSE

5.11.1. Should the Supplier fail to perform and make delivery in terms of the Purchase Order, exception of Force Majeure specified in Clause 8.13, Rand Water shall be entitled to impose a penalty, which shall be deducted from the payment statement. The imposition of such penalty shall no relieve the Supplier from its obligation to complete the services or from any of its obligations and liabilities under the Purchase Order.

5.11.2. Every day, following the day on which a Failure arose ("day 1"), that a Failure persists without being rectified, shall be deemed a new incidence of a Failure for which the Supplier shall incur a penalty deduction.

in connection with this Agreement, the physical addresses as they appear on the Purchase Order.

5.19.2. Any notice to be given hereunder shall be given in writing and may be given either personally (i.e. per hand or courier) or may be sent by registered post and addressed to the relevant party at its domicilium or to such other address as shall be notified in writing by either of the parties to the other from time to time. Any notice given by registered post shall be deemed to have been served on the expiry of 7 (seven) calendar days after same is posted. Any notice delivered personally shall be deemed to have been served at the time of delivery.

5.20. LAW

The Purchase Order shall be governed and interpreted in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the South African courts to which the Supplier hereby irrevocably submits but without prejudice to Rand Water's right to take proceedings against the Supplier in other jurisdictions.

SIGNED at _____ on _____

For and on behalf of Supplier

Who warrants being duly authorised

Name:

Designation: