

	REQUEST FOR BID RFB – SUPPLY AND DELIVERY	Form No: RW SCM 00047 F Revision No: 06 Effective Date: 31 Jan 2023
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BID NUMBER: RW10396157/23
BID DESCRIPTION: SUPPLY AND DELIVERY OF HORTICULTURAL AND SELECTED AGRICULTURAL EQUIPMENT SPARES AND CONSUMABLES AT RAND WATER ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

ISSUE DATE:	TUESDAY, 18 APRIL 2023	
NON-COMPULSORY BRIEFING SESSION DATE:	N/A	N/A
BRIEFING SESSION VENUE:		
CLOSING DATE:	FRIDAY, 19 MAY 2023	AT 12 :00PM
SITE VIEWING DATE/S:	REFER TO T1.1 BID NOTICE AND INVITATION	

BIDDER INFORMATION				
BIDDER NAME				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS 1				
E-MAIL ADDRESS 2				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT (EMEs and QSEs)	[TICK APPLICABLE BOX] ☐ Yes ☐ No

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	SANDISILE ZULU	CONTACT PERSON	SEMAKALENG MANGOALI
TELEPHONE NUMBER	011 682 0708	TELEPHONE NUMBER	011 682 0396
E-MAIL ADDRESS	sazulu@randwater.co.za	E-MAIL ADDRESS	smangoal@randwater.co.za

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SECTION A: BID

PART T1: BIDDING PROCEDURES

T1.1. BID NOTICE AND INVITATION TO BID

Rand Water invites bids for the Supply and Delivery of Horticultural and selected agricultural equipment spares and consumables at Rand Water on an 'as and when' required basis for a period of 36 months. The technical requirements for the equipment are fully stated in the bid documentation. Potentially emerging or other enterprises that satisfy criteria stated in the Bid Data portion of the document may submit their bid offers.	
Procurement Procedure	Rand Water uses a single volume approach.
Awarding Strategy	The bid will be awarded to 01 supplier.
Access to the Bid Documents	The bid documents are downloadable on the National Treasury e-Tender Publication portal which can be accessed through the following link: http://www.etenders.treasury.gov.za. No bid documents will be issued to Contractors at site meetings. Please ensure that bid documents have been downloaded from the National Treasury e-Tender Publication portal prior to the site meeting date. Bids shall only be submitted on the bid documentation that is issued by the Employer. This bid document (as issued through the National Treasury e-Tender Publication portal) must be submitted in full together with the returnable documents.
Bid Clarifications	Bidders can seek clarification by no later than fifteen (15) calendar days before the bid closing date. Rand Water will provide a final response on clarifications by no later than ten (10) calendar days before the closing date.
Bid Addenda	Rand Water shall issue addenda, where applicable, by no later than ten (10) calendar days before the closing date. Bid addenda will be published on the eTender Publication Portal.
Bid Submission Location	Bids must be submitted before or on closing date and time at the following address: <i>Rand Water Head Office 522 Impala Road Glenvista 2058 reception</i>
Bid Validity	To be valid for 180 days after closing date Rand Water reserves the right to extend the validity period for a period reasonable for business requirements.
Subcontracting	Bidders must utilise the National Treasury's Central Supplier Database (CSD) for identification of potential subcontractors from the pool of EMEs or QSEs to advance designated groups.

	The responsibility to subcontract with competent and capable sub-contractors rests with the main contractor/ supplier. As far as possible, the bidder must consider subcontractors from the area/s where the project will be taking place.
Rotation of Suppliers	In the spirit of providing equal opportunities to potential suppliers and in view of not supporting monopolies, Rand Water shall apply rotation of suppliers to ensure equitable share in Rand Water's awarded contracts.
Site Viewing Date/s, Time and Venue	N/A

T1.2. BID DATA

The Standard Conditions for Bidding are outlined below and must be read in conjunction with the applicable procurement legislative prescripts:

CLAUSE NUMBER	BID DATA
T1.2.1	The Employer is Rand Water.
T1.2.2	The bid documents issued by the Employer are detailed on the contents page of this bid document.
T1.2.3	The Employer's Representative/s is stated on the cover page of this bid document.
T1.2.4	The Employer shall evaluate this bid in accordance with the evaluation criteria stated in this bid.
T1.2.5	The arrangement for a non-compulsory site meeting (where applicable) is as stated in the Notice and Invitation to Bid.
T1.2.6	The due date for seeking clarification is as stated in the Bid Notice and Invitation to Bid.
T1.2.7	Bidders may propose alternative bid offer only if the main tender offer, strictly in accordance with all the requirements of this bid document, is also submitted as well as a schedule that compares the requirements of this bid document with the alternative requirements that are proposed. An alternative bid offer will only be considered if the main bid offer is the winning bid. Additionally, the following statements shall apply: • Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. • Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. • Pricing Data must reflect all assumptions in the development of the pricing proposal. • <i>The pricing of the alternative bid offer may not exceed the pricing of the main bid offer.</i> Acceptance of an alternative bid offer will mean acceptance in principle of the offer. In the event that the alternative bid offer is accepted, it will be a contractual obligation for the Contractor to accept full responsibility and liability that the alternative bid offer complies in all respects with the Employer's standards and requirements.
T1.2.8	Bidders must submit one (1) copy of the bid document and returnables. <u>AND</u> Compact disc (CD) or USB flash drive with pdf format of the bid document and returnables. The Employer's address for delivery of the bid offers is stated in the Bid Notice and Invitation to Bid.

	The bid submission must be sealed and endorsed with both the bid number and the description of the bid, as it appears on the front cover of this bid.
T1.2.9	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
T1.2.10	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
T1.2.11	The bid offer validity period is as stated in the Bid Notice and Invitation to Bid. <i>No bid substitutions will be allowed after the closing date and time.</i>
T1.2.12	See 2.1 List of Returnable Documents for a comprehensive list of certificates and additional documents required for submission with this bid.
T1.2.13	<i>Rand Water's evaluation process comprises of the following steps. Specific criteria to be utilised for this bid are contained in T1.3 Evaluation Criteria</i> a) Test for responsiveness/ Pre-qualifiers <i>Refer to the criteria as stated in T1.3 of this bid document. All test for responsiveness must be met for the bid submission to be considered further.</i> b) Functionality evaluation <i>Refer to the criteria as stated in T1.3 of this bid document. A minimum score of 70 percent must be obtained for the bid submission to be considered further.</i> c) Preference Point System <i>The (80/20 or 90/10) Preferential Point System will be used to evaluate price and specific goal on received written price quotations. Where 80/ 90 will be allocated for Price and 20 / 10 for the Specific goals.</i> i. Price Analysis Rand Water uses a Financial Tolerance Range in order to assess how reasonable the market response prices are. These ranges will assist with eliminating bid prices that are deemed to be excessively high or low to complete the works. The higher limit ensures that Rand Water does not pay more that it believes the value of service or goods is worth, and the lower limit ensures that Rand Water is not exposed to risk of work not being completed or prices increasing subsequent to the award because the award price was too low to complete said scope. ii. Specific Goal <i>Rand Water specific goal 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.</i> <i>Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</i>

WHERE PROCUREMENT VALUE IS R0 < R50 000 000 (INCL. VAT):

$$P_s = 80 * \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

The following table will be used to calculate the score out of 20 for BBEE:

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

WHERE PROCUREMENT RAND VALUE IS >= R50 000 000 (INCL. VAT):

Where:

Ps = Points scored for comparative price of bid or offer under consideration
 Pt = Comparative price of bid or offer under consideration
 Pmin = Comparative price of lowest acceptable bid or offer.

Rand Water does not bind itself to accept the bid with the lowest price

BBBEE STATUS (P_p = 10/20 maximum)

Quantification of procurement contribution to B-BBEE

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 point (80/20 system)
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 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 10 for B-BBEE d) Objective Criteria Refer to the criteria as stated in T1.3 Evaluation Criteria of this bid document. A bid must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems (price and B-BBEE points), unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the bid to another bidder. SUMMARY The total number of functionality/ quality (PF) shall be the sum total of the product of quality criteria by weight allocated. The total number of adjudication points (PT) shall equal the sum of the bid price points (Ps) and the BBBEE status points (PP) i.e. PT = Ps + PP Rand Water does not bind itself to accept the bid with the highest number of adjudication points.
T1.2.14	The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

T1.3. EVALUATION CRITERIA

T1.3.1. TEST FOR RESPONSIVENESS (BID SPECIFIC)

1. Fully completed and signed Form of Offer.

T1.3.2. FUNCTIONALITY EVALUATION (BID SPECIFIC)

Bid submissions will be evaluated on the criteria outlined in items (A-J) below. Each Item (A to J) has an assigned "Weight" and "Rating" scale. During the evaluation process, Bidders shall be assigned a "Rating" for each item in A to J.

The maximum "Score" that a Bidder can achieve will be equal to the "Weight" for a particular item. The Total Scores of each functionality criterion will be multiplied by its weight and then the total score summed up to a total score out of 100.

A detailed description of the "Rating" scales and associated adjudication documentation are as follows:

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
A.	<u>Record of Previous Experience relevant to the current scope/ work (with contactable client ref.)</u> This is based on contractor history and managing projects of a similar nature to this bid. The reference must be written confirmation from clients and may include a completion certificate.	T2.2.10	20	4-point scale None – 0% Weak – 33.3% Between One (1) Reference and Two (2) Moderate – 66.7% Between Three (3) References and Four (4) Good – 100% Five (5) References and Above
B.	<u>Overall Performance on Previous Work</u> Overall performance score for similar work previously done. The bidder must submit a record of performance on previous work which must have a percentage rating by the client.	N/A	15	4-point scale None – 0% Average performance rating less than 50%; Weak – 33.3% Average performance rating of between 51% to 60%. Moderate – 66.7% Average performance rating of between 61% to 80% - Good – 100% Average performance rating of between 81% to 100%
C.	<u>Quality Management Systems</u>	N/A	5	2-point scale

	CRITERION	RETURABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
	Evidence of being ISO 9001 certified (certificate issued by a certification agency) or In-house QMS in place (demonstrated by submission of an approved quality management manual, at a minimum).			Unacceptable – 0% Non-submission Acceptable – 100% Relevant submission is provided
D.	<u>Human Resource Capacity</u> Adjudicated based on Human Resource Capacity Schedule (including company's Project Team vs. Company Organogram; Project Team Member List including CV's, resource allocation). The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work.	T2.2.11	10	4-point scale None – 0% No submission Weak – 33.3% Only company organogram provided Moderate – 66.7% Company organogram and project team Good – 100% Submission is detailed in terms of company organogram, project team resource allocation for this project against any other projects currently managed by the bidder.
E.	<u>Equipment Resource Capacity</u> Adjudicated based on Equipment Resource Capacity (i.e. office space and requisite tools, vehicles and working tools). The purpose is to establish an overall picture of the company's equipment resource capacity and ability to undertake the work. Rand Water will confirm the information submitted when conducting due diligence.	T2.2.12	20	3-point scale None – 0% No submission Moderate – 66.7% Submission details equipment resource capacity excluding resource utilisation or certain equipment in relation to the scope of work. Good – 100% Submission details the equipment resource capacity in terms of office space and requisite tools, resource utilisation, vehicles and working tools or more; in relation to the scope of work.
F.	<u>Risk Introduced by Bid Qualifications (e.g. limitations, assumptions, limited liability etc.)</u>	T2.2.5	5	2-point scale Significant – 0% Bid qualifications submitted by the bidder adversely change the bid scope. Significant qualifications may result in bid submissions being deemed

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
				non-responsive, should the bidder/s opt to retain such qualifications after consultation by Rand Water. None – 100% No bid qualification/s submitted
G.	<u>Project Risk Management</u> As per risk register provided.	T2.2.16	5	3-point scale None – 0% No response provided to Project Risk Management section or responses provided are not relevant to the identified risks. Moderate – 66.7% Relevant responses were provided to some of the risks outlined in this bid. Good – 100% Relevant responses were provided to the risks outlined in this bid and further risks were identified, classified and a response strategy and actions were provided by the bidder.
H.	<u>Method Statement</u> - Specific method statement in accordance with the scope of work - Aligned with Contractual requirements - Credible/Acceptable	N/A	15	4-point scale None – 0% No submission Weak – 33.3% Method Statement addressing up to 30% of the deliverables Moderate – 66.7% Method statement detailing 70% of the deliverables Good – 100% Method statement detailing all of the deliverables
I.	<u>SHERQ</u> Adjudicated based on Contractors Health & Safety Policy, Plan and documentation submitted	N/A	5	2-point scale Unacceptable – 0% Non-submission Acceptable – 100% Relevant submission is provided.
TOTAL			100	

T1.3.3. PRICE (APPLICABLE FOR INFRASTRUCTURE)

Rand Water uses a Financial Tolerance Range in order to assess how reasonable the market response prices are. These ranges will assist with eliminating bid prices that are deemed to be excessively high or low to complete the works. The higher limit ensures that Rand Water does not pay more than it believes the value of service or goods is worth, and the lower limit ensures that Rand Water is not exposed to risk of work not being completed or prices increasing subsequent to the award because the award price was too low to complete said scope.

The financial tolerance range for this bid is **-20% to 20%**.

T1.3.4. PREFERENCE POINT SYSTEM

The **80/20** will be applied in this bid.

T1.3.5. OBJECTIVE CRITERIA

Rand Water shall apply objective criteria in accordance with the PPPFA.

Rotation of suppliers for bids will be done on the following conditions:

- a) *Aggregate value of R250 million (inclusive of all taxes) awarded.*
- b) *Where an award to be made to the supplier results in the cumulative value exceeding the rotation threshold for bids, that award can be made which will constitute the last award to the supplier in the financial year.*
- c) *As its objective criteria, Rand Water shall therefore not award to a Bidder that scores the highest points, if such Bidder has already exceeded the rotation threshold for bids.*

In making the determination on the aggregate value of work awarded to a supplier, Rand Water shall consider the supplier's relations and as such, where Rand Water had awarded work to entities and/or persons that are related and/or inter-related to the supplier, the value of such awards shall be used as a measure of assessing the aggregate value of the work awarded to the supplier.

Local Content

- Fully completed Local Content Declaration *SBD 6.2 and Annexure C* Forms for each of the designated sectors as provided and minimum stipulated thresholds for this bid, as outlined in Schedule T2.2.1

PART T2: RETURNABLE DOCUMENTS

T2.1. LIST OF RETURNABLE DOCUMENTS

T2.1.1 All documentation listed in table T2.1 below shall form part of the Contract. *The Bidder must utilise this list as a checklist prior to bid submission.*

T2.1.2 Non-submission of any item listed only under the column "Required for Bid Evaluation" may result in the bid being rejected by the Employer.

T2.1.3 Attach additional pages if more space is required.

Table T2.1 List of Returnable Documents

ITEM	DESCRIPTION OF DOCUMENT TO BE RETURNED	REQUIRED FOR BID EVALUATION	ONLY REQUIRED AFTER BID AWARD
T2	Returnable schedules (supplied with the bid document)		
T2.2.1	Compulsory Enterprise Questionnaire including SBD 4 , 6.1 and 6.2	•	
T2.2.2	Record of Addenda to Bid Documents	•	
T2.2.3	Proposed Subcontractors	N/A	
T2.2.4	Alternative Bid	•	
T2.2.5	Qualifications to Bid	•	
T2.2.6	Requirements with regard to fluctuations in the cost of labour and materials	•	
T2.2.7	FOB Prices of imported equipment/materials for which foreign exchange would be required and importing charges	•	
T2.2.8	Declaration of Insurance	•	
T2.2.9	Socio-Economic Development Plan	N/A	
T2.2.10	Record of Previous Experience, Quality of Workmanship and Safety	•	
T2.2.11	Human Resource Capacity Schedule	•	
T2.2.12	Equipment Resource Capacity (Plant and Equipment)	•	
T2.2.13	Safety, Health, and Environment	•	
T2.2.14	Details of Equipment (including manufacturer's data sheets and technical publications)	•	
T2.2.15	Recommended Spares, Special tools and servicing facilities	•	
T2.2.16	Project Risk Management	•	
T2.2.17	Penalty Table	•	
C1.1	Letter of Bid (Form of Offer and Acceptance)	•	
C1.2	Contract Agreement		•
C2.2	Pricing Schedule / Bill of Quantities (BoQ)	•	

ITEM	DESCRIPTION OF DOCUMENT TO BE RETURNED	REQUIRED FOR BID EVALUATION	ONLY REQUIRED AFTER BID AWARD
	The Bidder is required to submit the following: - Printed format and signed version of the completed pricing schedule or BoQ.		
C3.1	Dates for Delivery and Completion NOTE: A DETAILED PROJECT PROGRAMME MUST BE INCLUDED WITH THE BID SUBMISSION	•	
R 1	Required documentation not issued with the bid document:		
R 1.1	Proof of tax compliance status and a valid SARS Tax PIN	•	
R 1.2	Letter of Good Standing from the Department of Labour or an Accredited Institution	N/A	
R 1.3	Performance Guarantee / Bond	N/A	
R 1.4	Resolution Letter for the Main Contractor (a letter authorising the person completing the bid to sign on behalf of the company)	•	
R 1.5	Resolution Letter for the Subcontractor/s (a letter authorising the person completing the bid to sign on behalf of the company)	•	
R 1.6	Subcontracting Agreement	N/A	
R 1.7	3 year financial statements (audited where applicable)	•	
R 1.8	Certified copy of B-BBEE Certificate or Certified copy of Sworn Affidavit for EMEs or QSEs	•	
R1.9	Main Contractor's internal Safety and Health Policy and Project Specific SHE Plan (compliance with the project specific SHE specification)	•	
R 1.10	Comprehensive SHERQ Plan (compliance with SHERQ Specification, including written agreement on Safety, Health and Environmental matters and all documents required for SHERQ compliance	•	
R1.11	Contractors tools and Equipment Inventory		
R1.12	Staff list	N/A	
R1.13	Site Clearance Certificate	N/A	
R1.14	Job Creation Report/Statistics (To be submitted Monthly)	N/A	
R1.15	ISO 9001 Certification /proof of In-house Quality Management System (must include proof of a Document Control System and proof of a Non-conformity Management System) including Sample/template of Quality Control Plan and appointment of Quality Representative	•	
R1.16	Detailed Project Programme in the following: a) Gantt Chart Format b) Level 2 schedule activities c) Credible and Aligned to Rand Water's Programme d) Resource loaded schedule Monthly cash flows, project to completion.	N/A	
R1.17	Method Statement	•	

T2.2. RETURNABLE SCHEDULES

T2.2.1. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CSD Number:

Section 4: Particulars of sole proprietors and partners in partnerships:

Name *	Identity Number *	Personal income tax number *

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration Number:	
Close Corporation number:	
Tax reference number:	

Section 6: SBD 4 issued by National Treasury must be completed for this bid.

Section 7: SBD 6.1 issued by National Treasury must be completed for this bid.

Section 8: SBD 6.2 and Annexure C issued by National Treasury must be completed for this bid.

I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the employer to verify the Bidders tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Name of Bidder:

Signed by or on
behalf of Bidder:

Official
Capacity:

Date:

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:

.....

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.

- 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:

- 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.

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.

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

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this bid (*delete whichever is not applicable for this bid*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the bid documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis:
 80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

In the case of more than one subcontractors, submit a list of subcontractors with the above details (7.1.1)

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider

- ☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

	<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u> (%)
1.	Steel Products And Components For Construction, Steel Value Added Products And Components	100%
2.	Industrial Lead Acid Batteries	50%

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. BID NUMBER: RW10396157/23

ISSUED BY: RAND WATER
 NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the
 following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).



Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____



SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

Note: VAT to be excluded from all calculations

Pula EU GBP [illegible]

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value	R 0	
(C21) Total Exempt imported content	R 0	
(C22) Total Tender value net of exempt imported content	R 0	
(C23) Total Imported content		R 0
(C24) Total local content		R 0
(C25) Average local content % of tender		

T2.2.3. PROPOSED SUBCONTRACTORS (Not Applicable)

We notify the Employer that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then on official award of Contract by the Employer to us, this list duly signed below shall be binding between us.

The appointment of the proposed Subcontractors shall be subject to the approval of the Employer.

Please note it is compulsory to declare the percentage of work to be completed by the Subcontractor.

Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1)		
2)		
3)		
4)		
5)		

Name of Bidder:

Signed by or on behalf
of Bidder:

Official
Capacity:

Date:

T2.2.4. ALTERNATIVE BID

- T2.2.4.1. Alternative bids will be accepted on the conditions described in [T1.2 Bid Data](#) (CIDB Clause C2.12)
- T2.2.4.2. Should the Bidder wish to submit an alternative bid he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his bid and referred to hereunder, failing which the bid will be deemed to be unqualified.
- T2.2.4.3. If no departures or modifications are described, the schedule shall be marked NIL and signed by the Bidder.

Page	Item	Proposed alternative	Price saving (if any) to the Employer if proposal is accepted

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official

Capacity: _____

Date: _____



Should the Bidder wish to qualify any aspect of the bid (e.g. limitations, assumptions, limited liability, etc.), he shall set out his terms clearly hereunder or alternatively state them in a covering letter attached to his bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines in total. The paper has a slightly aged or off-white appearance.

Official Capacity:

T2.2.6. REQUIREMENTS WITH REGARD TO FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS

T2.2.6.1. The Bidder shall delete whichever of the following statements are not applicable to the bid. *Where the Bidder has not indicated the applicability of fluctuations, Rand Water shall regard the fluctuations as not applicable.*

FLUCTUATIONS IN - Wages and allowances: *TO APPLY/NOT TO APPLY
 Price of materials: *TO APPLY/NOT TO APPLY

* Delete whichever is not applicable.

FORMULAE OR BASIS FOR THE ADJUSTMENT OF THE BID PRICE

If firm prices are not quoted the Bidder shall supply the following information:

T2.2.6.2. Formula by which the bid price is to be multiplied in order to arrive at the adjusted price:

.....

T2.2.6.3. Definition of all symbols used in the above formula:

.....

T2.2.6.4. Any special materials or equipment to be excluded from the application of the formula stating the method and basis of price variation to be applied to such materials or equipment:

.....

Name of Bidder:

Signed by or on
 behalf of Bidder:

Official
 Capacity:

Date:

T2.2.7. F O B PRICES OF IMPORTED EQUIPMENT/MATERIALS FOR WHICH FOREIGN EXCHANGE WOULD BE REQUIRED AND IMPORTING CHARGES

- T2.2.7.1. The Bidder shall complete each schedule listing the F O B value of all items of equipment/materials for which foreign exchange would be required.
- T2.2.7.2. Bidders based on the supply of locally manufactured equipment and/or materials priced competitively, will be given preference by the Employer provided such equipment and/or materials, and the manufacture thereof, are of sufficiently high standard to meet the Employer's requirements.
- T2.2.7.3. If no items are to be imported or if firm prices are submitted the relevant section of the schedule shall be marked NIL. If the equipment contains imported equipment/materials then the Bidder shall complete the schedule listing the F O B value of all items of equipment/materials, which have been or are to be imported. Prices tendered for this imported equipment/material shall be quoted in **currency of origin**. It will therefore be the responsibility of the employer (Rand Water) to take out a Forward Cover for this imported equipment/material, when and if deemed prudent. All charges for the Employer's account referred to in the General Conditions of Contract and any changes in the rates of exchange will only be paid or allowed by the Employer in respect of items listed in this schedule. Bidder shall be expected to provide full documentation (i.e. Invoice, Bill of Lading, etc.) supporting foreign currency requirements for this imported equipment/material to support the Employer application to the SARB for the exchange control approval.
- T2.2.7.4. The Bidder shall sign each schedule.
- T2.2.7.5. For evaluation purposes, the prices of imported equipment/material sourced directly from outside South Africa quoted in currency of origin will be converted to Rand using the closing rate exchange rate published by SARB on the date, one week (7day calendar days) prior to the closing date for the Bidder.

"Imported content" means that portion of the price represented by the cost of components, parts or materials which have been, or are still to be imported (whether by the Bidder or his suppliers or Subcontractors) and which cost includes the overseas cost plus direct importation costs, such as freight, all landing charges, dock dues, import duties and the like at the South African port of entry, as well as inward transportation and handling to the factory in the Republic where the equipment offered is produced, manufactured, processed, assembled, packed or otherwise prepared.

The Bidder shall state in the appropriate column the F O B values of equipment/materials, which have already been imported, and which still have to be imported.

Item	Description and country of origin	Rate of exchange	F O B value	
			Already imported	To be imported
			R	R
Total F O B values				

Table T2.2.7.1: F O B Prices

The exchange rate to be used for conversion of the foreign content to local content shall be the closing exchange rate published by South African Reserve Bank (SARB) on the date, one week (7 day calendar days) prior to the closing date of the Bid.

IMPORT PERMIT: The Bidder shall state what arrangements have been or are to be made to obtain the necessary import permit(s).

.....

.....

Item	Rate	Total
PORT OF LANDING	R	R
Freight on tons at		
Insurance on R		
Customs duty on R		
Landing charges on tons at		
Wharfage on tons at		
Forwarding and agency on tons at		
Railage on kg at		
Sundry importing charges		
.....		
TOTAL:		

Table T2.2.7.2: F O B Prices

Guaranteed date of shipping

Guaranteed date of delivery to railway authority

Name of Bidder:

Signed by or on _____ Official
behalf of Bidder: _____ Capacity: _____

Date: _____

T2.2.8. DECLARATION OF INSURANCES

I/We hereby declare that the insurance policies enumerated below have been effected by me/us in accordance with the Contract Data.

Cover effected	Insurer	Policy	Expiry date
COID			
Unemployment Insurance			
Employer's Liability			
Motor Vehicle Liability			
Contractor's Equipment			
Manufacturing/Fabrication Premises			
Professional Indemnity	as applicable		

Table T2.2.8: Declaration of Insurance

Copies of the abovementioned policies are attached.

In respect of COID, a copy of the current receipt and letter of good standing is attached.

tractor:

Signed by or on _____
 behalf of Contractor: _____ city: _____

NOTE: This schedule shall be completed and submitted to Rand Water within 14 days from the commencement date of the contract and will serve as a condition precedent. The Contractor shall ensure that all policies are in place for the full period under the contract, and where policies need to be renewed and/or any changes effected, Rand Water is to be provided with the renewal confirmation and/or details of changes within 14 days of such renewal or changes.

T2.2.9. SOCIO-ECONOMIC DEVELOPMENT (NOT APPLICABLE)

Rand Water intends to achieve the objective of promoting an environment that is health, safe, efficient, productive, harmonious, free from disruption and localises opportunities for communities in close proximity to the project. Such an environment will assist contractors in implementing the projects successfully. All contractors, subcontractors (including SMMEs) and site service providers within the project have a role and responsibility in achieving this objective. Accordingly, the Main Contractor is wholly responsible in ensuring the provision, implementation and maintenance of the required socio-economic deliverables, as approved by Rand Water.

The Bidder shall submit a plan with regard to SED targets set by Rand Water for each respective SED element during the Request for Bid (RFB) phase. Bidders have to submit SED plans as part of their proposals in reaction to the RFB. Bidders are required to demonstrate through their SED plans how the involvement of black persons and historically disadvantaged individuals (HDIs) will be secured, as well as their commitment to the respective SED elements.

Rand Water regards the **local-to-site area** as historically disadvantaged areas in the district municipality. In areas that are not demarcated according to district municipalities, the historically disadvantaged areas in the metropolitan municipalities shall be regarded as local-to-site areas.

Key performance areas and deliverables on SED are outlined as follows:

ITEM NO.	KEY PERFORMANCE AREAS	DELIVERABLES
1.	Participation of Local Enterprises	- The Bidder must ensure that in the project implementation plan the following target is prioritized and this must be clearly outlined in the declaration of intent: Work allocation to local enterprises A minimum of 5% of the total work will be allocated to local black owned enterprises. The Bidder must specify in the SED plan the work items to be allocated to local enterprises that are minimum 51% black owned. This plan must also indicate the Rand value and the scope of work. Rand Water's Database of Local Business for the target area/s will be availed.
2.	Job Creation	- The Bidder's workforce in the project must consist of locals (historically disadvantaged) as follows: - Unskilled Labourers: 100% (50% women, 50% youth) - Semi-skilled: a minimum of 30% (50% women, 50% youth) - Skilled: a minimum of 25% (50% women, 50% youth) - The method of recruitment must be pre-approved by Rand Water. - It is acknowledged that people will be employed on a part-time basis in many instances. It is however required that

ITEM NO.	KEY PERFORMANCE AREAS	DELIVERABLES
		employees who were employed at the unskilled level exit with a certificate of completion of accredited training. A recruitment plan must be submitted which will indicate how the employment of local labour will be achieved versus the Bidder's existing (permanent) and seconded labour which will be assigned to the project.
3.	Skills Development	- The Bidder must submit a proposed skills development programme targeting the following levels: - Unskilled to Semi-skilled (50% Youth, 50% Women) - Undergraduate (50% Youth, 50% Women) - Graduate (50% Youth, 50% Women) - The proposed programmes must be accredited, giving credit value to the beneficiaries. The programmes must incorporate workplace learning and/or on-the-job training with the theoretical knowledge provided. - Programmes can only be implemented once approval has been provided by Rand Water.
4.	Social Responsibility	- A programme must be structured to ensure effective delivery to address identified community needs in a significant and sustainable manner. - The Bidder must submit proposed social responsibility initiative/s which could be rolled out across the project duration and must have impact beyond the project implementation. Examples may include Cooperative Development, NGO Support, School Support - Programmes can only be implemented once approval has been provided by Rand Water.
5.	Social Facilitation	- A key component in aiding the realisation of the SED objectives is effective community liaison with all the relevant role-players, structures, civic organisations and the community at large. - Provision must be made for a Community Liaison Officer (CLO) for the duration of the project. The CLO must be sourced locally.

The Bidder agrees to adhere to the Rand Water's SED requirements.

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

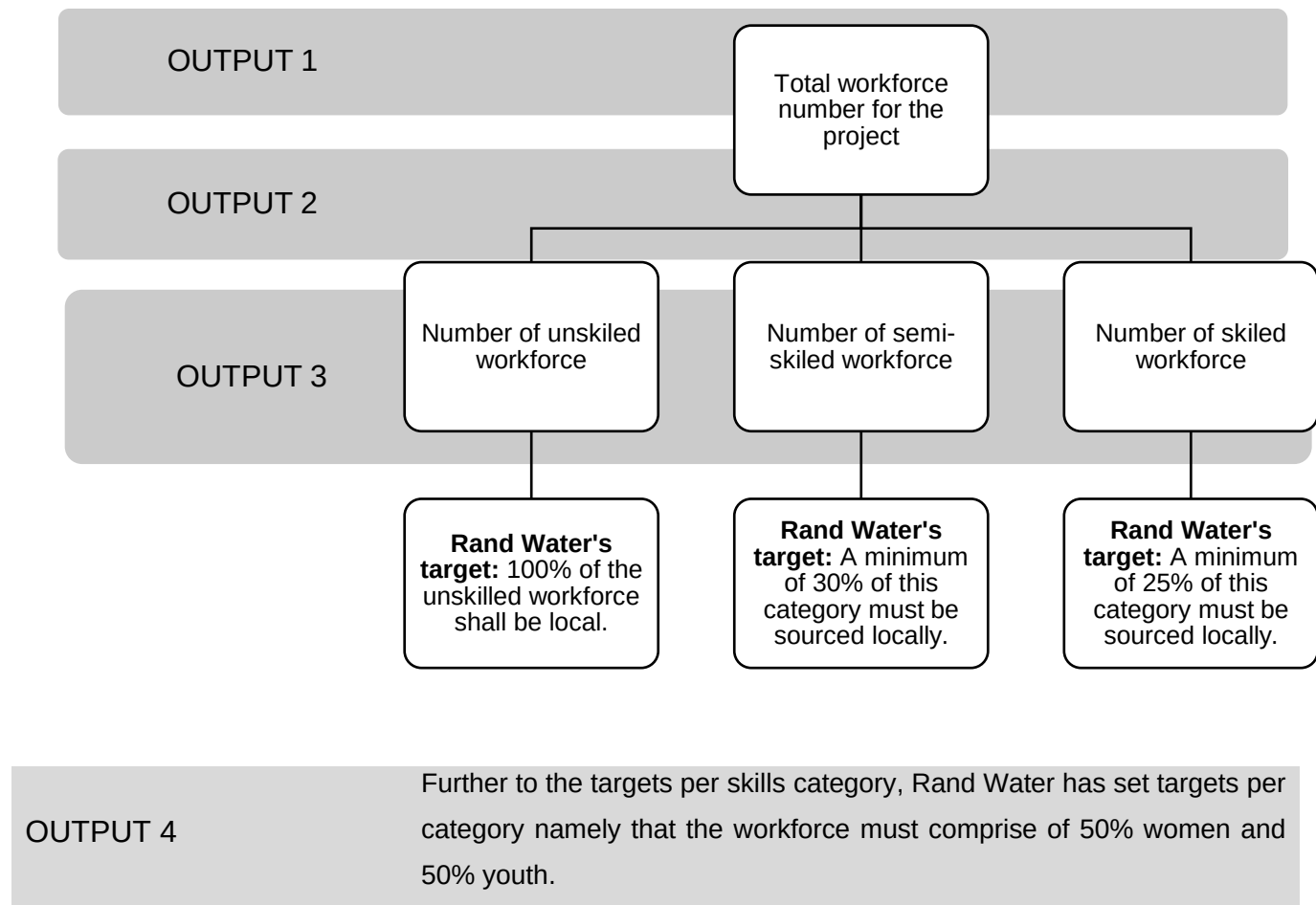
Official

Capacity: _____

Date: _____

T2.2.9.1. JOB CREATION REQUIREMENT

The Bidder's recruitment plan must indicate the following information:



The Bidder must ensure that the required recruitment plan adheres to the requirements of this section and must also include a proposed method of recruitment.

The Bidder agrees to adhere to the Rand Water's SED requirements.

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____

T2.2.9.2 SED MATRIX

KEY PERFORMANCE AREA	INDICATOR	MEASURE	TARGET	QUANTITY	COST	TIMELINE		COMMENTS
						START	END DURATION	
Job Creation <i>Total workforce number for the project:</i> <i>(insert)</i> 	Employment: Unskilled	Percentage of total projected workforce in the skills category	100%					
	Insert Rate:							
	Employment: Semi-skilled	Percentage of total projected workforce in the skills category	Minimum 30%					
	Insert Rate:							
	Employment: Skilled	Percentage of total projected workforce in the skills category	Minimum 25%					
	Insert Rate:							
Skills Development	Accredited Training Programmes: Unskilled (MANDATORY)	Rand Value	Rand value of 18.1 in the BoQ					
		Number of unskilled people trained on accredited training	Number of unskilled indicated in the Bidder's recruitment plan					
	Work Integrated Learning: Undergraduates	Rand Value	Rand value of 18.1 in the BoQ					
		Number of undergraduates trained and provided workplace experience	Number of unskilled indicated in the Bidder's recruitment plan					

KEY PERFORMANCE AREA	INDICATOR	MEASURE	TARGET	QUANTITY	COST	TIMELINE			COMMENTS
						START	END	DURATION	
Social Responsibility	Professionalisation Programmes: Graduates	Rand Value	Rand value of 18.1 in the BoQ						
		Number of graduates trained and provided workplace experience	Number of unskilled indicated in the Bidder's recruitment plan						
	Community development initiatives	Rand value	Rand value of 18.3 in the BoQ						
	Appointment of CLOs	Rand value	Rand value of 18.4 in the BoQ						
Participation of Local Enterprises	Work allocated to local enterprises that are 51% black owned	Rand value	Rand value in section 5 item 5.3.6.5 and 5.3.6.6						
	Procurement of non-core services and materials from local enterprises that are a minimum 51% black owned	Rand value	100%						
TOTALS					The Bidder must indicate the total cost				

Rand Water will commence the monitoring of SED implementation three (3) months after the acceptance of the letter of award by the successful Bidder. The Bidder agrees to adhere to the Rand Water's SED requirements.

Name of Bidder: _____



BID NUMBER. RW10396157/23

**BID DESCRIPTION: SUPPLY AND DELIVERY OF HORTICULTURAL AND SELECTED
AGRICULTURAL EQUIPMENT SPARES AND CONSUMABLES AT RAND WATER ON AN "AS AND WHEN" REQUIRED BASIS FOR A
PERIOD OF 36 MONTHS.**

Signed by or on
behalf of Bidder:
Date:

	Official
	Capacity: _____

T2.2.9.3. SED CHECKLIST

All items in this checklist must be completed. If any of the items are not addressed as required (i.e. indicated as "No" or no attachment where an attachment is required), the Bidder's submission will be deemed non-responsive.

	ITEM	REQUIREMENT	YES	NO
1.	Job Creation	Attach the Recruitment Plan (refer to T2.2.13.1)		
2.	Skills Development	Attach a comprehensive proposal for training programmes for unskilled, undergraduate and graduate, as applicable. The provision of accredited training for the unskilled group is a mandatory requirement.		
3.	Social Responsibility	Attach a comprehensive proposal for local community development.		
4.	Participation of Local Enterprises	- The work highlighted for Participation of Local Enterprises is work that must be issued to local enterprises that are a minimum 51% black owned. This is a minimum. The Bidder must ensure that the work to be allocated to local enterprises amounts to a minimum of 5% of the whole work. This must be indicated clearly in the Bidder's SED plan. - The sourcing of local enterprise shall be a competitive process. The method of sourcing must be pre-approved by Rand Water. - Attach a procurement plan for non-core services and materials required. Rand Water's target is that the Bidder must procure 100% of these services and materials from local enterprises that are a minimum 51% black owned.		
5.	Social Facilitation	The Bidder must provide the costing with reference to 18.4 .		

The Bidder agrees to adhere to the Rand Water's SED requirements.

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official

Capacity: _____

Date: _____

T2.2.10. RECORD OF PREVIOUS EXPERIENCE, QUALITY OF WORKMANSHIP AND SAFETY

The Bidder shall provide details of **completed** works (similar to the work set out in this bid). Individuals listed as references must be contactable and willing to provide information relating to the performance of the Bidder (in terms of safety and health, workmanship, documentation, timeous completion, etc.). In order to verify the quality of workmanship, an inspection of the works may also be undertaken should Rand Water deem it necessary.

The Bidder must take into cognisance the functionality criteria in providing the record of previous experience. Information must be provided in the following format:

Description of Works	
Project Title :	
High level project description:	
Client :	
Contract No. :	
Contract Value (excl. VAT) :	
Role ^(Note 1) :	
Award Date :	
Completion Date :	
Location of Works :	
Project Manager :	
Construction Manager :	
Contact Details of Reference at Client Company	
Name :	
Position Held :	
Tel :	Cell :
Fax :	email :
Note 1 – Role refers to the Contractor's responsibility w.r.t. the claimed experience. For example Single Contractor, Main Contractor but with electrical sub – contractor, Sub – contractor for civil construction etc.	

Name of Bidder:

Signed by or on
behalf of Bidder:

Official
Capacity:

Date:

T2.2.10. RECORD OF PREVIOUS EXPERIENCE, QUALITY OF WORKMANSHIP AND SAFETY

The Bidder shall provide details of **completed** works (similar to the work set out in this bid). Individuals listed as references must be contactable and willing to provide information relating to the performance of the Bidder (in terms of safety and health, workmanship, documentation, timeous completion, etc.). In order to verify the quality of workmanship, an inspection of the works may also be undertaken should Rand Water deem it necessary.

The Bidder must take into cognisance the functionality criteria in providing the record of previous experience. Information must be provided in the following format:

Description of Works	
Project Title :	
High level project description:	
Client :	
Contract No. :	
Contract Value (excl. VAT) :	
Role ^(Note 1) :	
Award Date :	
Completion Date :	
Location of Works :	
Project Manager :	
Construction Manager :	
Contact Details of Reference at Client Company	
Name :	
Position Held :	
Tel :	Cell :
Fax :	email :
Note 1 – Role refers to the Contractor's responsibility w.r.t. the claimed experience. For example Single Contractor, Main Contractor but with electrical sub – contractor, Sub – contractor for civil construction etc.	

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____

T2.2.10. RECORD OF PREVIOUS EXPERIENCE, QUALITY OF WORKMANSHIP AND SAFETY

The Bidder shall provide details of **completed** works (similar to the work set out in this bid). Individuals listed as references must be contactable and willing to provide information relating to the performance of the Bidder (in terms of safety and health, workmanship, documentation, timeous completion, etc.). In order to verify the quality of workmanship, an inspection of the works may also be undertaken should Rand Water deem it necessary.

The Bidder must take into cognisance the functionality criteria in providing the record of previous experience. Information must be provided in the following format:

Description of Works	
Project Title :	
High level project description:	
Client :	
Contract No. :	
Contract Value (excl. VAT) :	
Role ^(Note 1) :	
Award Date :	
Completion Date :	
Location of Works :	
Project Manager :	
Construction Manager :	
Contact Details of Reference at Client Company	
Name :	
Position Held :	
Tel :	Cell :
Fax :	email :
Note 1 – Role refers to the Contractor's responsibility w.r.t. the claimed experience. For example Single Contractor, Main Contractor but with electrical sub – contractor, Sub – contractor for civil construction etc.	

Name of Bidder:

Signed by or on
behalf of Bidder:

Official
Capacity:

Date:

T2.2.11. HUMAN RESOURCE CAPACITY SCHEDULE

The aspects covered by T2.2.11.1, T2.2.12.2 and T2.2.12.3 will be viewed in conjunction with each other to establish an overall picture of the Bidder's capacity and ability to undertake the work specified in this document.

T2.2.11.1. Project Team Organogram vs. Company Organogram

The Bidder shall detail in the block below their company organogram and the Resources dedicated to this contract must be clearly indicated. In addition, sub-contractor and Joint-Venture arrangements must be clearly indicated:

[illegible]

T2.2.11.3. List of Current Contracts (Work Load)

Contract or Work Title	Client	Contract Value (excl. VAT)	Role ^{NOTE 1}	Progress
				Award Date: Completion Date: % Complete: Stage ^{NOTE2} :
				Award Date: Completion Date: % Complete: Stage ^{NOTE2} :
				Award Date: Completion Date: % Complete: Stage ^{NOTE2} :
				Award Date: Completion Date: % Complete: Stage ^{NOTE2} :

NOTES

1. Role refers to the Contractor's responsibility w.r.t. the claimed experience for example Single Contractor, Main Contractor but with Electrical subcontractor, Sub-contractor for civil construction etc.
2. Stage refers to the current stage of the work (example design, procurement, construction, installation, commissioning, handed over, in Defects Liability Period etc.)
3. Attach additional signed copies of this schedule if insufficient space is available.

Name of Bidder: _____

Signed by or on behalf of Bidder: _____ Official Capacity: _____

Date: _____

T2.2.12. EQUIPMENT RESOURCE CAPACITY (PLANT AND EQUIPMENT)

The following are lists of major items of relevant equipment that are presently owned / leased / hired or planned to be purchased / leased / hired and will be available for this contract if the bid is accepted:

Qty	Equipment Description (including capacity/size etc)	Currently Own / Currently Lease or Hire / Plan to Purchase / Plan to Lease or Hire	% Utilisation	
			On other Contracts / Work	On this Contract/ Work

I, the Bidder, guarantee that all the above listed plant and equipment is readily available and/or will be provided when required on the works and maintained on the site in good condition and working order.

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official

Capacity: _____

Date: _____

T2.2.13. SAFETY, HEALTH, AND ENVIRONMENT

1. **Safety and Health Policy**

Bidders shall submit a copy of their company's internal Safety and Health Policy.

2. **Safety, Health and Environment (SHE) Plan**

Bidders shall submit the project specific SHE plan as per the project specific SHE Specification

3. **Safety, Health and Environment (SHE) Risk assessment**

Bidders shall submit the project specific SHE risk assessment.

4. **DIFR Status**

Bidders shall furnish their DIFR Status for 2 years in the table below, based on the following formula.

$$DIFR \text{ (annual)} = \frac{(\text{Number of Disabling Injuries})(200000)}{(\text{Number of Hours Worked})}$$

Number of Hours Worked (annual) = Total Number of Employees x Average Hours Worked per Employee per Year

	Current Year	Last Year
Number of Disabling Injuries		
Total Number of Employees		
Average Hours Worked per Employee per Year		
Number of Hours Worked per Year		
Calculated DIFR		

Table T2.2.17: Safety, Health, and Environment

Name of Bidder: _____

Signed by or on behalf of Bidder: _____ Official Capacity: _____

Date: _____

[illegible]

Official Capacity:

T2.2.15. RECOMMENDED SPARES, SPECIAL TOOLS AND SERVICING FACILITIES

Number recommended	Description	Price each
		R

SERVICING FACILITIES (Name and address of depot and available facilities).

.....

Special tools provided

.....

Name of Bidder:

Signed by or on _____ Official
 behalf of Bidder: _____ Capacity: _____

Date: _____

T2.2.16. PROJECT RISK MANAGEMENT

PROJECT RISK MANAGEMENT REGISTER FOR CONTRACT									
Please fill in the blank columns labelled Response Strategy and Response Action for each Risk Event listed in the table below:									
RISK IDENTIFICATION						QUALITATIVE RISK ASSESSMENT		RISK RESPONSE PLAN	
#	RISK CATEGORY	RISK EVENT	CAUSE	EFFECT	THREAT OR OPPORTUNITY	PROBABILITY	IMPACT	RESPONSE STRATEGY	RESPONSE ACTIONS
1	External	Non-compliance to Rand Water's product quality specification	Faulty product during production	Goods with inferior quality delivered resulting in Non-compliance to Rand Water's standard	THREAT	Very likely			
2	External	Delivery of incorrect required	Part numbers changed	Increased equipment down time affecting site maintenance standards	THREAT	Very likely			

PROJECT RISK MANAGEMENT REGISTER FOR CONTRACT									
Please fill in the blank columns labelled Response Strategy and Response Action for each Risk Event listed in the table below:									
RISK IDENTIFICATION						QUALITATIVE RISK ASSESSMENT		RISK RESPONSE PLAN	
#	RISK CATEGORY	RISK EVENT	CAUSE	EFFECT	THREAT OR OPPORTUNITY	PROBABILITY	IMPACT	RESPONSE STRATEGY	RESPONSE ACTIONS
3	External	Non delivery of spares required	Unavailability of spares	Inability to meet site maintenance standards	THREAT	Very likely			

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____

T2.2.17. PENALTY TABLE

The Bidder is required to acknowledge the penalty table by signing this schedule.

PENALTY TABLES					
DELAYS ON ITEMS ATTRACTING PENALTIES	Value of Contract (Excl VAT.) in millions R				
	<1	≥1<5	≥5<20	≥20<50	≥50
Delay in delivering spares requested. (Rands per day after 30-day delay.)	500	2500	5000	10000	10000
Replacement of incorrect spares received, or replacement of spares rejected due to inferior quality. (Rands per day after 30-day delay.)	500	2500	5000	1000	1000

Name of Bidder:

Signed by or on
behalf of Bidder:

Official
Capacity:

Date:

SECTION B: CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1. FORM OF OFFER AND ACCEPTANCE

C1.1.1. LETTER OF BID

LETTER OF BID

DESCRIPTION: SUPPLY AND DELIVERY OF HORTICULTURAL AND SELECTED
AGRICULTURAL EQUIPMENT SPARES AND CONSUMABLES AT RAND WATER ON AN "AS AND
WHEN" REQUIRED BASIS FOR A
PERIOD OF 36 MONTHS.

BID NO: **RW10396157/23**

TO: The Bid Submission Box
Rand Water Head Office
522 Impala Road
sta
Johannesburg
Attention: Semakaleng Mangoali

We have examined the Conditions of Contract, Specifications, Drawings, Schedules, the attached
Appendix and Addenda No.'s for the execution of the above named Works.
We offer to execute and complete the Works and remedy any defects therein in conformity with this Bid
which includes all said documents, for the total sum of in South **African Rand**
(ZAR_____)

(_____)

Amount in Words inclusive of all taxes) or such other sum as may be determined in accordance with
the Conditions of Contract.

The total ZAR value quoted above, to include the sum of imported equipment/material sourced directly
from outside South Africa. The applicable currency of origin/s must be converted to South African Rand
(ZAR) using the closing rate of exchange as published by SARB on the date, one week (7 day calendar
days) prior to the closing date for the Bid.

**The Bidder shall further complete the offer/letter and stipulate the sum in the currency of
origin (i.e. Euro, USD, GBP or any other currency) as noted below.**

for the sum of in **Euro** (€ _____)
(_____ **Amount in Words inclusive of all
taxes*)**

or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **USD** (\$ _____)
(_____ **Amount in Words inclusive of all taxes**
*)

or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **GBP** (£ _____)
(_____ **Amount in Words inclusive of all taxes**
*)

or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **any other currency** _____
(_____ **Amount in Words inclusive of all taxes ***)

or such other sum as may be determined in accordance with the Conditions of Contract.

***Applies to international suppliers that are registered for all taxes in South Africa**

We accept your suggestions for the appointment of the DAB, as set out in the Appendix to Bid.

We agree to abide by this Bid for a period of 180 days from the Submission Date and Time for Bids and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Bid.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed this Letter of Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Signature..... in the capacity of.....

duly authorized to sign bids for and on behalf of.....

Address:

Date:.....

Signature of Witness: _____

Signature of Witness: _____

Name of Witness: _____

Name of Witness: _____

Date: _____ Date : _____

C1.1.2. CONTRACT AGREEMENT

This Agreement made on the _____ day of (month) _____ (year) _____
between

RAND WATER
(hereinafter called "the Employer")

And

(hereinafter called "the Contractor").

Whereas the Employer desires that the Works known as Supply and Delivery of Canteen Supplies for a period of three years should be executed by the Contractor, and has accepted a bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a. The Letter of Award
 - b. The Letter of Bid (incorporating the Appendix to Tender)
 - c. The Conditions of Contract
 - d. The Employer's Requirements

- e. The Returnable Schedules
- f. The Contractor's Proposal
- g. The Bid Addenda (where applicable)
- h. Additional Information Provided by Contractor (where applicable)

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

Authorised signature of Employer

Authorised signature of Contractor

for and on behalf of the Employer

for and on behalf of the Contractor

Name: _____

Designation: **CHIEF EXECUTIVE**

Date: _____

Name: _____

Designation: _____

Date: _____

In the presence of the undersigned witnesses:

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

C1.2. CONTRACT DATA

C1.2.1. GENERAL CONDITIONS

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

1.1.1 **"Actual Date of Delivery"** means the date or dates on which the Purchaser accepts Delivery of the Goods in terms of the Contract.

1.1.2 **"Agreement"** means the Contract Agreement (if any) referred to in Sub-Clause 1.4 [Contract Agreement].

1.1.3 **"Commencement Date"** means the date recorded in the Letter of Award unless otherwise defined in the Agreement.

1.1.4 **"Contract"** means the Agreement, the Letter of Award, the Form of Offer, the Annexures to the Form of Offer, the Conditions of Contract, the Specifications, the Bid Addenda and any further documents (if any) listed in the Agreement or in the Letter of Award.

1.1.5 **"Country"** means the Republic of South Africa.

1.1.6 **"day"** means a calendar day.

1.1.7 **"Defect"** means any aspect of the Goods which is not to the reasonable satisfaction of the Purchaser's Representative, and without limiting the generality of the afore-going, including the lack of an essential element or proper performance for the purpose of which it was purchased and **"defective"** shall have the corresponding meaning.

1.1.8 **"Delivery"** means the delivery of the Goods to the Purchaser by the Supplier to the Site in accordance with the Contract.

1.1.9 **"Date(s) for Delivery"** means the date or dates recorded in the Letter of Award or any extension thereto in terms of Sub-Clause 9.3 [Extension of Time for Delivery] by when Delivery of the Goods in accordance with the Contract shall be made.

1.1.10 **"Documentation"** means any test certificates, reports, records, training materials, spare part manuals, maintenance manuals, programmes, drawings, wiring diagrams and other pertinent documents to be supplied to the Purchaser by the Supplier in terms of the Contract together with any modifications to such documentation as may be approved in writing by the Purchaser.

1.1.11 **"Force Majeure"** means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party. The mere shortage of labour, materials, manufacturing equipment or utilities of the Supplier or its Sub-contractors shall not constitute Force Majeure unless caused by circumstances which are themselves Force Majeure.

1.1.12 **"Goods"** means the equipment, machinery, apparatus, materials, articles, Documentation, services and things of all kinds to be supplied and Delivered by the Supplier to the Purchaser in terms of the Contract.

1.1.13 **"Latent Defect"** means a Defect which a reasonable inspection of the Goods by the Purchaser's Representative would not detect.

1.1.14 **"Latent Defects Liability Period"** means the period during which the Supplier shall be liable for the repair or replacement, as notified by the Purchaser's Representative, in respect of Defective Goods, which period begins on the Actual Date(s) of Delivery and terminates on expiry of the period stated in the Particular Conditions.

1.1.15 **"Packaging"** means all bags, boxes, cases, crates, drums, pallets and any other container of whatever description used for the storage, protection and delivery of the Goods.

1.1.16 **"Particular Conditions"** means the Particular Conditions of the Contract forming an integral part of the Contract.

1.1.17 **"Party"** means either the Purchaser or the Supplier.

1.1.18 **"Purchaser"** means Rand Water which is a body corporate established in terms of Section 83 of the Water Services Act 107 of 1997.

1.1.19 **"Purchase Price"** means the sum named in or ascertainable in terms of the Contract as the price to be paid by the Purchaser in respect of the Goods to be provided, subject to such additions thereto or deductions therefrom as may be made under the Contract.

1.1.20 **"Purchaser's Representative"** means the person defined as such in the Particular Conditions and appointed on behalf of the Purchaser for the purpose of the Contract or such other person appointed from time to time by the Purchaser and notified to the Supplier under Sub-Clause 3.2 [Purchaser's Representative]

1.1.21 **"Retention"** means the aggregate of the monies retained by the Purchaser for the competent completion of the Contract by the Supplier.

1.1.22 **"Site"** means the location recorded in the Particular Conditions where Delivery of the Goods to the Purchaser is to be effected in terms of the Contract – such location excludes the Supplier's usual premises and the Supplier's permanent manufacturing and fabrication facilities.

1.1.23 **"Specification"** means the specification of the Goods to be Delivered under the Contract including any requirements in respect of design to be carried out by the Supplier, if any, and any Variation thereto.

1.1.24 **"Sub-contractor"** means any person to whom any part of the Goods or services to be provided has been sub-contracted by the Supplier with the consent of the Purchaser's Representative.

1.1.25 **"Supplier"** means the person named in the Letter of Award and the legal successors in title to this person, but not (except with the written consent of the Purchaser) any assignee.

1.1.26 **"Technical Information"** means all information supplied in the Specification(s) together with all drawings, sketches, diagrams, calculations, designs and other pertinent documents as may be furnished in writing by the Purchaser to the Supplier in connection with the Goods to be provided by the Supplier under the Contract.

1.1.27 **"Variation"** means any change to the Specification or Technical Information which is instructed by the Purchaser under Sub-Clause 14.1 [*Right to Vary*]

1.1.28 **"Works"** means the works described in the Particular Conditions to which or in which the Goods are to be incorporated and/or utilised by the Purchaser or others.

1.1.29 **"Writing"** means any manuscript, typewritten or printed document; signed by an authorised representative of either the Purchaser or the Supplier, and write and written shall have the corresponding meaning.

1.2 Interpretation

1.2.1 Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.2.2 The headings of clauses in these Conditions are for reference purposes only and shall not be taken into consideration in the interpretation or construction of the Contract.

1.3 Law

The law of the Contract is that of the Republic of South Africa.

1.4 Contract Agreement

The Supplier shall within a reasonable time after having been called upon to do so, enter into and execute an Agreement.

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, Rand Water's Legal Services shall issue any necessary instructions to the Supplier, and the priority of documents shall be in accordance with the order as listed in the Particular Conditions.

1.6 Communications

Wherever provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in English and shall not be unreasonably withheld or delayed. All instructions, notices, variations, approvals, revocations, directions, permissions, and the like communicated from one Party to the other shall be in writing. Any instructions, notices, variations, approvals, revocations, directions, permissions and the like not given in writing shall not be binding in terms of the Contract.

1.7 Notices

Any notices to be given in terms of the Contract may be delivered by hand, or may be sent by pre-paid registered post, or by e-mail. A notice given as set out above shall have been duly given when:

- 1.7.1 Delivered by hand (with a transmittal note) — on the date of delivery, or
- 1.7.2 Sent by pre-paid registered post — 7 calendar days after posting, or
- 1.7.3 Sent by e-mail — on the day the e-mail is transmitted.

1.8 Domicilium

Each Party chooses domicilium citandi et executandi at its respective registered office.

1.9 Whole Contract

This Contract is the entire agreement between the Parties regarding the matters addressed in the Contract. No representation, terms, conditions or warranties not contained in this Contract shall be binding on the Parties. No agreement, or addendum, varying, adding to, deleting or cancelling this Contract, including this Sub-Clause, shall be effective unless reduced to writing and signed electronically or non-electronically by both Parties.

1.10 Non-Waiver

No grant by either Party to the other of any indulgence, condonation, waiver or allowance shall, in respect of any specific event or circumstance other than that in respect of which the grant was made, constitute a waiver of rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.

1.11 Confidential Details

The Supplier is deemed to have agreed to and shall at all times comply with the provisions contained in the Non-Disclosure Undertaking.

Unless otherwise provided for in the Contract, and with the exception of those matters set out herein below, the Parties warrant that each shall keep confidential all matters relating to the Contract and/or Works, and that the Parties, their employees, agents and servants shall not divulge or disclose to any organisation or any person any information, data, documents, secrets, dealings, transactions or affairs relating to or incidental to the Contract or the Works.

The obligation of confidentiality shall not apply to the following:-

- (a) any matter generally available in the public domain otherwise than as a result of a breach of this clause;
- (b) any disclosure which may reasonably be required for the performance of that Party's obligations under the Contract;
- (c) disclosure of information which is required by statute, regulation or any other law;
- (d) the provision of information to contractors, consultants, sub-contractors or suppliers for purposes of executing the Contract, provided that the obligations of confidentiality herein shall be imposed mutatis mutandis upon such contractors, consultants, sub-contractors or suppliers in their respective contracts; and
- (e) the provision of information to any third person with the express written permission of the other Party.

1.12 Purchaser's Use of Supplier's Documents

For the purposes of this clause, Intellectual Property means statutory and common law proprietary rights in respect of patents, designs, copyright, know how, confidential information, domain names, drawings, data and all other rights in respect of Intellectual Property compiled, created or prepared in execution of the Contract.

As between the Parties, all rights, title and interest and copyright in and to any Intellectual Property, and other intellectual property rights in the Supplier's Documents and other design documents made by (or on behalf of) the Supplier and in and to any and all documents prepared in connection with the Contract shall vest in the Purchaser.

2. THE PURCHASER

2.1 Provision of Site

The Purchaser shall provide the Site and right of access thereto within such times as may be required to enable the Supplier to proceed in accordance with the programme submitted under Sub-Clause 9.2 [Programme].

2.2 Purchaser's Instructions

The Supplier shall comply with all instructions given by the Purchaser in respect of the Goods to be supplied including the suspension of all or part of the supply of such Goods.

2.3 Approvals

No approval or consent or absence of comment by the Purchaser or the Purchaser's Representative shall affect the Supplier's obligations.

2.4 Technical Information

Where applicable, the Purchaser will provide the Supplier timeously with the Technical Information necessary to enable the Supplier to fulfil its obligations under the Contract.

3. PURCHASER'S REPRESENTATIVE

3.1 Authorised Person

One of the Purchaser's personnel shall have authority to act for him. This authorised person shall be stated in the Particular Conditions, or as otherwise notified by the Purchaser to the Supplier.

3.2 Purchaser's Representative

The Purchaser shall appoint a firm or individual to carry out certain duties. The appointee shall be stated in the Particular Conditions, or notified by the Purchaser to the Supplier from time to time. The Purchaser shall notify the Supplier of the delegated duties and authority of this Purchaser's Representative.

The Purchaser's Representative may from time to time delegate to another any of the powers, discretions, functions and authorities vested in the Purchaser's Representative and may at any time revoke any such delegation. Any such delegation or revocation will be in writing signed by the Purchaser's Representative and in the case of the delegation shall specify the powers, discretions, functions and authorities thereby delegated and the person or persons to whom same are delegated. No such delegation or revocation shall have effect until confirmation thereof in writing has been given to the Supplier. Any person to whom any such

delegation is made will be entitled to exercise the powers, discretions, functions and authorities so delegated to such person as aforesaid.

4. THE SUPPLIER

4.1 General Obligations

The Supplier shall deliver the goods properly and in accordance with the Contract. The Supplier shall provide all supervision, labour, materials, plant, packaging and equipment which may be required.

4.2 Supplier's Representative

The Supplier shall submit to the Purchaser for consent the name and particulars of the person authorised to receive instructions on behalf of the Supplier.

4.3 Subcontracting

The Supplier shall not sub-contract the whole or portions of the Contract except where otherwise provided for in the Contract without the prior written consent of the Purchaser which consent shall not be unreasonably withheld.

Such consent shall not relieve the Supplier from any liability or obligation under the Contract and the Supplier shall be responsible for the acts, defaults and neglects in terms of the Contract or at law, occurring as a result of such sub-contracting.

4.4 Assignment

The Supplier shall not, without the consent of the Purchaser, confirmed by an amendment to the contract, assign or transfer the Contract or any part thereof or any benefits or obligations thereof to any other corporate body or person.

4.5 Sufficiency of the Purchase Price

The Supplier is deemed to have satisfied itself as to all conditions and circumstances of whatsoever nature and howsoever arising including the examination of the various Contract provisions and Technical Information as it affects this Contract and which may have affected its accepted tender, it is hereby understood and agreed that the Supplier shall not be entitled to claim any increase in the Purchase Price caused by circumstances not taken into account by the Supplier.

No claim by the Supplier for additional payment will be entertained which is consequent upon any misunderstanding or the allegation, or fact that it was supplied with incorrect information by any person, or its failure to obtain correct information as to any matter affecting its accepted tender or the Delivery of the Goods and services to be provided, nor will any such misunderstanding, or the obtaining of incorrect information, or the failure to obtain correct information, relieve it from any risk or responsibility for the due fulfillment of its obligations in terms of the Contract.

5. PURCHASER'S LIABILITIES

5.1 Purchaser's Liabilities

In this Contract, Purchaser's Liabilities *after delivery and acceptance by the Purchaser* mean:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,

- (b) rebellion, terrorism, revolution, military or usurped power, or civil war, within the Country,
- (c) riot, commotion or disorder by persons other than the Supplier's personnel and other employees, affecting the Site,
- (d) ionising radiation, or contamination by radio-activity from any nuclear fuel. Or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Supplier may be responsible for the use of any radio-active material,
- (e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (f) use by the Purchaser of any part of the Goods, except as may be specified in the Contract,
- (g) design of any part of the Goods by the Purchaser's personnel or others for whom the Purchaser is responsible, and
- (h) Force Majeure,
- (i) a suspension under Sub-Clause 2.2 [*Purchaser's Instructions*] unless it is attributable to the Supplier's failure,
- (j) any material failure of the Purchaser,
- (k) any delay or disruption caused by any variation,
- (l) any change to the Law of the Contract after the Commencement Date.

6. THE SUPPLIER'S DESIGN AND DOCUMENTATION

6.1 Supplier's Design

The Supplier shall carry out design to the extent specified in the Specification. The Supplier shall promptly submit to the Purchaser all designs prepared by him. Within 14 days of receipt of a design the Purchaser shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons therefor. The Supplier shall not commence the manufacture of any element of the Goods designed by him during the 14 days within which the design has been submitted to the Purchaser unless it has received approval for the design. Neither shall it commence manufacture where the design for that element has been rejected. Any design that has been rejected shall be promptly amended and resubmitted. The Supplier shall resubmit all designs commented on taking these comments into account as necessary.

6.2 Responsibility for Design

The Supplier shall remain responsible for its design under this clause, which shall be fit for the intended purposes defined in or reasonably implied under the Contract notwithstanding any approval or disapproval by the Purchaser. The Supplier shall also remain responsible for any infringement of any patent or copyright in respect of same and indemnifies the Purchaser from the consequences thereof. The Purchaser shall be responsible for the Specification and any Technical Information provided by him to the Supplier.

6.3 Documentation

Prior to, or at the time of Delivery of the Goods, the Supplier shall provide the Purchaser with Documentation as required in terms of the Contract. Such Documentation shall comprise but may not be limited to operating and maintenance instructions, drawings of the Goods, as complete (in sufficient detail to enable the Purchaser to maintain, dismantle, reassemble and adjust all parts of the Goods) and spare parts lists and any other Documentation as required by the Purchaser's Representative. The Documentation shall be presented to the Purchaser by the Supplier in the form and manner detailed in the Contract. The Purchaser shall

have the right to reject any documentation which, in the Purchaser's sole discretion, is not of an acceptable standard.

6.4 Responsibility for Mistakes in Documentation

The Supplier shall be responsible for all discrepancies, errors, or omissions including faulty design and/or detailing in any Documentation whether or not such Documentation has been approved by the Purchaser, provided that such discrepancies, errors or omissions including faulty design and/or detailing are not due to discrepancies, errors or omissions in the Technical Information provided by the Purchaser.

7. QUALITY ASSURANCE INSPECTIONS AND TESTING

7.1 Quality Assurance

Unless otherwise stated in the Contract, all goods supplied by the Supplier shall be new and unused and notwithstanding its compliance with any Technical Information forming part of the Contract it shall be fit for purpose.

The Supplier shall maintain an effective quality management system in accordance with the requirements of ISO 9001 (or equivalent), in order to ensure and demonstrate that the Goods conform to the specified requirements. A copy of the ISO 9001 Certification Certificate (or equivalent) shall be submitted on request.

The Purchaser shall have the right to visit the manufacturing location for the purpose of audit, surveillance or inspection during the manufacturing of the Goods to verify the Supplier's quality management.

In the event of the Goods, or any part thereof being rejected due to non-compliance with the Specification, workmanship and/or other valid reasons, then the cost of rectification as well as re-inspection shall be for the account of the Supplier.

7.2 Purchaser's Quality Assurance Representative

The Purchaser may appoint an independent quality assurance specialist/organisation to act in a quality surveillance capacity on the Purchaser's behalf for all or any part of the Goods to be manufactured and supplied by the Supplier and/or any of its Sub-contractors.

7.3 Inspection and Testing by the Purchaser's Representative's

Unless otherwise stipulated elsewhere in the Contract the Purchaser's Representative may at his sole discretion at all reasonable times before, during and after manufacture, inspect, examine and test on the Supplier's or any Sub-contractor's premises the materials and workmanship of all Goods. Such inspection, if made will be in addition to any inspection, examination or testing to be carried out by the Supplier in terms of the Contract and shall not release the Supplier from any obligation under the Contract nor be construed as an admission that the Goods are free of any patent or Latent Defects.

7.4 Notice of Inspections and Testing

Save in the case of Goods being manufactured outside the Republic of South Africa for which special arrangements shall be agreed between the Supplier and the Purchaser's Representative, when the Purchaser's Representative notifies the Supplier that the Purchaser's Representative intends witnessing certain inspections/tests, the Supplier shall provide the Purchaser's Representative with at least 10 days prior written notice of the time, date and place at which such Goods will be ready for the said

inspections and/or testing. (30 days for outside of Republic of South Africa)

7.5 Inspection and/or Testing

Inspection and/or testing shall be conducted in such a way that Delivery of the Goods is not delayed, and the witnessing of such inspection and testing shall not be a reason for the Supplier to delay the manufacture or Delivery of the Goods.

7.6 Non-attendance at Inspections

Inspections and/or testing shall not be delayed by the absence of the Purchaser's Representative. Provided the Supplier, in accordance with Sub-Clause 7.4 [*Notice of Inspection and Testing*] hereof has given notice, the Supplier may proceed with the inspections and/or testing on the date and at the place indicated in the said notice. The Supplier shall forthwith forward to the Purchaser's Representative copies of the results of the inspections and/or tests carried out.

7.7 Re-inspection of Part or All of the Goods

Should the Purchaser's Representative not be present to witness an inspection and/or the testing of the Goods where the Purchaser's Representative had indicated his intention to be present in accordance with Sub-Clause 7.4 [*Notice of Inspection and Testing*] hereof the Supplier shall dismantle and/or disassemble, or open up such Goods if the Purchaser's Representative so directs and again perform the specified inspections and/or testing to the satisfaction of the Purchaser's Representative.

7.8 Rectification of Defects Revealed by Re-inspection

Should the Goods inspected and/or tested in accordance with the provisions of Sub-Clause 7.7 [*Re-inspection of Part or All of the Goods*] hereof be Defective or not in accordance with the Contract, the Supplier shall at the Supplier's own expense and with all speed and at the Purchaser's Representative's discretion, rectify or replace the Defective items and all cost of dismantling, uncovering, testing, re-assembly or making good of the Goods shall be for the Supplier's account. In the event that such Goods so inspected and/or tested meets the requirements of the Contract or are not defective, then all such reasonable cost accepted by the Purchaser's Representative of re-inspection shall be for the Purchaser's account.

7.9 Abortive/Repeated Attendance at Inspections/Tests

The costs of attendance by the Purchaser's Representative at any inspections and/or testing which fail to take place through the fault of the Supplier or repeated attendance subsequent to rejection of proven Defective Goods shall be for the account of and payable by the Supplier and without prejudice to the Purchaser's rights in terms of the Contract or at law, such costs will be set off in terms of Sub-Clause 15.5 [*Set Off*] hereof and/or by the use of Retention money in terms of the contract.

7.10 Additional Inspections and/or Testing Before Assembly

The Purchaser's Representative may direct the Supplier to perform additional or alternative inspections and/or testing of components of the Goods. Costs of such inspections and/or testing shall be for the Purchaser's account.

7.11 Test Facilities

The Supplier or the Supplier's Sub-contractors shall provide at no additional cost, materials, electricity, fuel, stores, apparatus and instruments as may be necessary to carry out all tests efficiently.

7.12 Supplier's Representation

Inspections/tests witnessed by the Purchaser's Representative shall be performed in the presence of the Supplier or an authorised Supplier's Representative.

8. PACKAGING AND MARKING OF GOODS

8.1 Packaging and Covering

The Supplier shall ensure that all packaging and coverings shall be adequate for the safe loading, transportation, off-loading and storage of the Goods. All packing cases and packing materials shall become the property of the Purchaser, and the costs thereof are deemed to have been included in the accepted Purchase Price.

8.2 Marking of Packages, Articles and Containers

The Supplier shall identify each and every package, bundle, bag, carton, container or article, by means of either suitable labels securely attached thereto or indelible paint thereon, with the following information:

- (a) description of the Goods;
- (b) name of the Supplier;
- (c) contract number;
- (d) such other information as may have been specified in the Contract.

All costs incurred as a result of the Supplier's failure to comply with the above instruction shall be for the account of and be payable by the Supplier.

9. DELIVERY OF GOODS

9.1 Dates(s) for Delivery

The Supplier shall commence with its obligations under the Contract on the Commencement Date and shall proceed expeditiously and without delay and shall Deliver the Goods in terms of the Contract by the Date(s) for Delivery.

9.2 Programme

Within the time stated in the Particular Conditions the Supplier shall submit to the Purchaser a programme for the Delivery of the Goods in the form stated in the Particular Conditions.

9.3 Extension of Time for Delivery

Subject to Sub-Clause 14.3 [*Early Warning*] the Supplier shall be entitled to an extension of time to the Date(s) for Delivery or any previously granted extension of time to such Date(s) if the Supplier is or will be delayed by any of the Purchaser's Liabilities.

On receipt of an application from the Supplier, the Purchaser shall consider all supporting details provided by the Supplier and shall extend the Date(s) for Delivery as appropriate.

9.4 Delay in Delivery of the Goods

Should the Supplier fail to deliver the Goods by the Date(s) for Delivery or any extension thereto in terms of Sub-Clause 9.3 [*Extension of Time*]

for Delivery] the Supplier shall pay the Purchaser penalties in the amount per day or part thereof recorded in the Particular Conditions.

The Purchaser may, without prejudice to any other method of recovery, deduct the penalties so calculated from monies due to or become due to the Supplier. The payment or deduction of such amount shall not relieve the Supplier from the Supplier's obligation to Deliver the Goods and/or the Documentation or any of the Supplier's other liabilities or obligations in terms of the Contract.

9.5 Mode and Point of Delivery

The mode and point of delivery (the Site) of the Goods shall be as specified in the Particular Conditions.

9.6 Information Required Prior to Delivery

The Supplier shall advise the Purchaser's Representative of:

- (a) Any deliveries to be made to the Purchaser 5 days in advance of any Deliveries to be made to the Site.
- (b) Any heavy loads which need to be off-loaded at the Site, and the capacity and/or reach of any crane that may be required, 10 days in advance of such Delivery.
- (c) Any special precautions that may be required during the off-loading process of the Goods 10 days in advance of such Delivery.
- (d) Any particular storage requirements in respect of Goods to be off-loaded, 10 days in advance of such Delivery.

The Supplier shall at the same time establish the hours during which the Purchaser accepts Goods being delivered. Should the Supplier fail to comply with any of the provisions contained in this Sub-Clause 9.6 [Information Required Prior to Delivery], then any resultant demurrage, re-transport costs, waiting time and/or other associated costs incurred shall be for the Supplier's account.

9.7 Delivery Failure

A failure by the Supplier to Deliver Goods which are not fully functional, and/or not fit for purpose and/or the failure by the Supplier to Deliver the Goods or any component of the Goods and/or Documentation, test certificates or any other thing required in terms of the Contract shall be deemed a material breach of the Contract.

9.8 Import Agent

Without limiting the responsibilities of the Supplier under the Contract, the Supplier shall, in respect of any Goods or portion thereof that need to be imported by the Supplier, appoint a recognised import agent as Sub-contractor to undertake the shipping, transportation, landing, clearing and forwarding to Site of such Goods or portion thereof and the management services necessary in connection with such activities and, at the request of the Purchaser's Representative, the Supplier shall ensure that copies of all correspondence, shipping documents, air waybills etc, relating to the activities of the said import agent are forwarded to the Purchaser's Representative.

9.9 Goods Lost In Transit

The Supplier shall, at the Supplier's cost, replace any goods lost or damaged in transit prior to acceptance by the Purchaser howsoever caused.

10. OWNERSHIP AND RISK

10.1 Passing of Ownership and Risk

Notwithstanding the date on which payment is made by the Purchaser to the Supplier, ownership of the Goods and the risk therein shall remain with the Supplier until such time as the Goods are Delivered to the Site and are accepted by the Purchaser in terms of the Contract.

The Supplier shall take full responsibility for the care of the Goods from the Commencement Date until the date the Purchaser accepts Delivery under the Contract. Responsibility shall then pass to the Purchaser. If any loss or damage happens to the Goods during the above period, the Supplier shall rectify such loss or damage so that the Goods conform with the Contract.

10.2 Ownership and Risk of Free Issue Items

In the event that the Purchaser provides free issue equipment to the Supplier for incorporation in the Goods, risk in such equipment shall be and remain with the Supplier until such time as the Goods are delivered to the Site and accepted by the Purchaser in terms of the Contract.

For the purpose of Sub-Clause 10.1 [Passing of Ownership and Risk] and 10.2 [Ownership and Risk of Free Issue Items] hereof Delivery shall have taken place once the Supplier's Delivery note, consignment note or waybill as the case may be has been accepted and signed by the Purchaser's Representative.

11. GUARANTEE OF THE GOODS

11.1 Making Good

The Supplier shall make good, at the Supplier's cost, and within such period as the Purchaser's Representative may stipulate, any Defects in the Goods arising from defective design, materials or workmanship or from any act or omission of the Supplier that may develop under proper use during the Latent Defects Liability Period.

11.2 Guarantee on Replacements

If the Supplier in terms of Sub-Clause 11.1 [Making Good] hereof at the discretion of the Purchaser's Representative repairs or replaces any part of the Goods, the provisions of Sub-Clause 11.1 hereof shall apply to such repairs or replacements from the date so repaired or replaced.

11.3 Failure to Remedy Defects

If any Defects cannot be remedied by the Supplier within the 21 calendar days, the Purchaser may after notification to the Supplier and at the Supplier's cost take such reasonable steps as may be necessary to remedy the Supplier's default, without prejudice to any other rights which the Purchaser may have against the Supplier in respect of the failure of the Supplier to remedy such Defects.

Nothing in this clause shall derogate from the Supplier's liability for Latent Defects during the Latent Defects Liability Period.

12. ON SITE SERVICES

In the event of the Supplier having to undertake services on the Site in fulfillment of its obligations under the Contract, including actual Delivery of the Goods on the Site, the Supplier shall comply in all respects with the following requirements:-

12.1 Purchaser's Safety Procedures

The Supplier shall:-

- (a) comply strictly with the Purchaser's site SHE Specifications/Rules, applicable legislation, other requirements and

regulations from time to time in force, a copy of which is deemed to be incorporated into and shall be read as part of the Agreement;

(b) be responsible for the safety and welfare of all its employees and shall comply with all relevant SHE requirements;

12.2 Security of the Site

The Supplier shall at all times remain responsible for the security of its own equipment.

In addition, the Supplier shall fully acquaint himself and strictly comply with all the Purchaser's security regulations particularly with regard to personnel, plant, material and equipment entering or leaving the Purchaser's property.

12.3 Plant, Equipment and Services

The Supplier shall provide its own accommodation and transport as well as its own, fuel, lubricants, tools, plant, equipment, etc, needed in fulfilment of all of its obligations under the Contract.

13. LAWS AND REGULATIONS

13.1 Statutory Obligations

The Supplier shall at all times conform in all respects with the provisions of any Act of Parliament, Regulations, Bye-law of any Local or any other Statutory Authority or other Enactment having the force of law which may be applicable to the performance of its obligations under the Contract and shall indemnify, and keep indemnified the Purchaser, against damages that it may suffer as a result of any breach by the Supplier, its agents or employees, including any hired labour, of any such Act, Regulation, Bye-law or other Enactment and including all legal costs on the attorney and client scale which may be payable as a result of any claims or proceedings in respect of the Contract.

13.2 Safety of Goods

The Supplier guarantees that, as far as reasonably practicable, the Goods hereby purchased are safe and without risk to health and safety when properly used and that the Goods comply with all the requirements of the relevant Act(s) as may be amended and as envisaged in Sub-Clause 13.1 [Statutory Obligations] hereof.

13.3 Environment Conservation Act and Regulations

The Supplier hereby indemnifies and holds the Purchaser its agents, representatives and employees harmless in respect of any claims which may arise out of the Supplier's and/or the Supplier's Sub-contractor's activities in terms of the Contract as it relates to the contravention of any aspect covered by environment legislation.

14. VARIATIONS AND CLAIMS

14.1 Right to Vary

The Purchaser may instruct Variations.

14.2 Valuation of Variations

Variations shall be valued as follows:

- (a) at a lump sum price agreed between the Parties ,or
- (b) where appropriate, at rates in the Contract, or
- (c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which

(d) at appropriate new rates as may be agreed or which the Purchaser considers appropriate.

14.3 Early Warning

A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Delivery of the Goods, or which may give rise to a claim for additional payment. The Supplier shall take all reasonable steps to minimize these effects.

The Supplier shall notify the Purchaser in writing of any event, circumstance or factor which may adversely affect the Delivery of the Goods or the progress thereof, delay the execution of the Contract or increase the Purchase Price ("notified event"). Such notice shall be given as soon as possible, but in any event within but not more than 7 days after the event, circumstance or factor in question was known or should reasonably have been known to the Supplier. In such notice the Supplier shall provide:

- (a) detailed particulars of the notified event and the potential adverse effects; and
- (b) proposals for the steps to be taken by the Supplier to mitigate the potential adverse effects and meet the Date(s) for Delivery.

The Purchaser may also require the Supplier to submit a proposal under Sub-Clause 14.5 [Variation and Claims Procedure] in respect of any notified event.

A notification in terms of this Sub-Clause 14.3 [Early Warning] shall not constitute a notification of a claim for extension of time or additional cost pursuant to Sub-Clause 9.3 [Extension of Time for Delivery] or Sub-Clause 14.5 [Variation and Claim Procedure], or otherwise under the Contract.

In the event of the Supplier making a claim for an extension of time or additional cost under Sub-Clause 9.3 and/or 14.5 the event relied upon, where the Supplier has failed to give an early warning notice which an experienced Supplier could and should have given, shall be assessed as if the Supplier had complied with the 7-day notice period referred to above.

14.4 Right to Claim

If the Supplier incurs cost as a result of any of the Purchaser's Liabilities prior to acceptance by the Purchaser, the Supplier shall not be entitled to the amount of such cost. If as a result of any of the Purchaser's Liabilities after acceptance by the Purchaser it is necessary to change the Goods, this shall be dealt with as a Variation.

14.5 Variation and Claim Procedure

The Supplier shall submit to the Purchaser an itemized make-up of the value of Variations and claims within 28 days of the instruction or of the event giving rise to the claim. The Purchaser shall check and if possible agree the value. In the absence of agreement the Purchaser shall determine the value.

15. PURCHASE PRICE AND PAYMENT

15.1 Valuation of the Goods

The Goods Delivered to the site and accepted by the Purchaser in terms of the Contract shall be valued as provided for in the Form of Offer.

15.2 Monthly Statements

The Supplier shall be entitled to be paid at monthly intervals the value of the Goods Delivered to the Site and accepted by the Purchaser which amount shall be subject to any additions or deductions which may be due in terms of the Contract.

15.3. Payments

Within 30 days from date of monthly statement, date of the aforesaid monthly statement should reflect the last day of the month wherein the goods / services being invoiced were rendered, the Purchaser shall pay to the Supplier the amount shown in the Supplier's statement less any amount for which the Purchaser has specified its reasons for disagreement and less Retention which is the amount stated in the Particular Conditions. The Purchaser shall not be bound by any sum previously considered by him to be due to the Supplier.

If the Purchaser disagrees with any part of the Supplier's payment request, the Purchaser shall specify its reasons for disagreement prior to making payment.

15.4 Currency

Payment shall be in the currency stated in the Suppliers Form of Offer.

15.5 Set Off

Without derogating from the Purchaser's right at law for the collecting of outstanding debts, any monies which may become due and payable to the Supplier in accordance with the provisions of the Contract will be set off by the Purchaser, against the Purchaser's liability to the Supplier.

15.6 Waiver of Lien

The Supplier hereby waives and abandons its lien or any other right of retention which the Supplier now has or may have in future in respect of the repair and maintenance and/or additional work and shall under no circumstances be entitled to withhold delivery of same to the Purchaser.

16. TAXES, DUTIES AND PERMITS

16.1 Value Added Tax

The Purchase Price shall include all Value Added Tax applicable to the Goods and such Value Added Tax shall be shown as a separate component in the Form of Offer.

16.2 Customs and Excise Duties

The Supplier shall be responsible for the payment to the relevant authorities of any and all customs and excise duties, levies and other costs incurred by the Supplier in respect of the importation of Goods into the Republic of South Africa and such amounts shall, if reimbursable to the Supplier by the Purchaser, be shown separately in the Contract.

16.3 Responsibility for Taxes

The Purchaser will not be responsible for any income tax or other taxes levied on the Supplier and/or the Supplier's employees, representatives or Sub-contractors in respect of the Supplier's obligations under the Contract.

16.4 Permits and Licenses

The Supplier shall obtain from the relevant authorities and administer all permits and licenses which are necessary to enable the Supplier to fulfill its obligations in terms of the Contract. Import permits obtained by the Supplier in terms of the foregoing shall be in the joint names of the

Supplier and the Purchaser. Copies thereof shall be supplied to the Purchaser's Representative.

16.5 Custom Tariff Numbers

Additional costs occurred by the Supplier as a result of the importation of goods under a Customs Tariff Number, other than that on which the Purchase Price is based, shall be for the account of the Supplier.

17. DEFAULT

17.1 Default by the Supplier

If the Supplier abandons the Contract, refuses or fails to comply with a valid instruction of the Purchaser or fails to proceed expeditiously and without delay or is, despite a written complaint, in breach of the Contract the Purchaser may give notice to the Supplier referring to this Sub-Clause stating the default.

If the Supplier has not taken all practicable steps to remedy the default within 14 days after the Supplier's receipt of the Purchaser's notice, the Purchaser may by a second notice given within a further 21 days, terminate the Contract.

17.2 Default by the Purchaser

If the Purchaser fails to pay in accordance with the Contract, or is, despite a written complaint in material breach of the Contract the Supplier may give notice to the Purchaser referring to this Sub-Clause and stating the default. If the default is not remedied within 14 days after the Purchaser's receipt of this notice the Supplier may suspend the Delivery of the Goods or part thereof.

If the default is not remedied within 30 days after the Purchaser's receipt of the Supplier's notice, the Supplier may by a second notice given within a further 30 days terminate the Contract.

17.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately.

17.4 Payment after Termination

After termination, the Supplier shall be entitled to payment of the unpaid balance of the value of the Goods Delivered to the Site and accepted by the Purchaser, adjusted by the following;

- (a) any sum to which the Supplier is entitled under Sub-Clause 14.4 [Right to Claim],
- (b) any sum to which the Purchaser is entitled,
- (c) if the Purchaser has terminated under Sub-Clause 17.1 [Default by the Supplier] or 17.3 [Insolvency], the Purchaser shall be entitled to a sum equivalent to 20% of the value of Goods still to be delivered at the date of termination,
- (d) if the Supplier has terminated under Sub-Clause 17.2 [Default by the Purchaser] or 17.3 [Insolvency], the Supplier shall be entitled to the Cost of its suspension together with a sum equivalent to 10% of the value of Goods still to be Delivered at the date of termination,

The net balance due shall be paid or repaid within 28 days of the notice of termination.

18. CANCELLATION BY PURCHASER

18.1 Purchaser's Rights

The Purchaser retains the right to cancel the contract or separate or individual portions thereof by giving 7 days' notice to the Supplier for reasons not determinable at the Commencement Date which the Purchaser considers to be in its own interests. In such case the Purchaser will pay to the Supplier compensation for all expenditure and liabilities legitimately incurred by the Supplier for the Delivery of the Goods as determined by the Purchaser's Representative and the Supplier shall not be entitled to any further payment in the event of cancellation under this Sub-Clause.

19. FORCE MAJEURE

19.1 Force Majeure

If a Party is or will be prevented from performing any of its obligations by Force Majeure the Party affected shall notify the other Party immediately. If necessary, the Supplier shall suspend the Delivery of the Goods.

If the event continues for a period of 84 days, either Party may then give notice of termination which shall take effect 28 days after the giving of the notice.

After termination the Supplier shall be entitled to payment of the unpaid balance of the value of the Goods Delivered to the Site and accepted by the Purchaser, adjusted by the following:

- (a) any sums to which the Supplier is entitled under Sub-Clause 14.4 [*Right to Claim*],
- (b) the Cost of its suspension,
- (c) any sums to which the Purchaser is entitled.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

20. INSURANCE

The Purchaser shall handle insurance matters in accordance with the Employer's Insurance Manual (Schedule C1.2.3). Any insurance not covered by the Purchaser will be to the cost of the Supplier.

21. RESOLUTION OF DISPUTES

21.1 Adjudication

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the

Contract, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Purchaser, either Party may, within 28 days after such dispute arising, refer the dispute to adjudication. The adjudicator shall be any person agreed by the Parties. In the event of disagreement and notwithstanding anything else provided in the Rules the adjudicator shall be appointed by the Chairman of the Association of Arbitrators of Southern Africa.

21.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the adjudicator or if no decision is given within the time set out in the Rules, either Party may give notice of dissatisfaction referring to this Sub-clause within 28 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties who shall give effect to it without delay. Where a notice of dissatisfaction is given within the specified 28-day period the decision shall nevertheless remain binding unless and until the decision of the adjudicator is revised by an arbitrator.

21.3 Amicable Settlement

Where notice of dissatisfaction has been given under Sub-clause 21.2 [*Notice of Dissatisfaction*], both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the twenty-eighth day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.

21.4 Arbitration

Unless settled amicably, any dispute in respect of which the adjudicator's decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both Parties:

- (a) the dispute shall be finally settled under the Rules for the Conduct of Arbitrations as published by the Association of Arbitrators (Southern Africa), current at the date on which the arbitration commences,
- (b) the dispute shall be settled by one arbitrator to be appointed by the Chairman of the Association of Arbitrators (Southern Africa),
- (c) the arbitration shall be held in Johannesburg, and
- (d) the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.6 [*Communications*]

C1.2.2. PARTICULAR CONDITIONS OF CONTRACT

The General Conditions shall be amended by the Particular Conditions of Contract as detailed herein.

Amendments to General Conditions

Particular Conditions

Where reference is made in the General Conditions to these Particular Conditions the following Provisions shall apply:-

CLAUSE	CLAUSE HEADING	CONDITION
1.1.14	Latent Defects Liability Period	1 month (30 days from delivery.)
1.1.20 3.2	Purchaser's Representative	Semakaleng Mangoali Rand Water 522 Impala Road Glenvista Tel: 011 682 0396 E-Mail smangoal@randwater.co.za
1.1.22 9.5	Site Mode and Point of Delivery	The location of the Site where Delivery of the equipment is:- Rietvlei (522 Impala Road, Glenvista); Zwartkopjes Pumping station and Central Depot (Kromvlei Farm; Eikenhof) Vereeniging (Mzomhle, Taaibos street, Powerville) and Zuikerbosch (Fisher Road, Three Rivers East)
1.1.28	Works	The works to which or in which the Goods are to be incorporated is: - : Supply and Delivery of Horticultural and selected agricultural equipment spares and consumables at Rand Water on an "as and when" required basis for a period of 36 months.
3.1	Authorised Person	The person authorised to act on the Purchaser's behalf shall be: - Semakaleng Mangoali Rand Water 522 Impala Road Glenvista Tel: 011 682 0396

CLAUSE	CLAUSE HEADING	CONDITION
		E-Mail smangoal@randwater.co.za
9.2	Programme (N/A)	The Programme for the Delivery of the Goods shall be submitted to the Purchaser's Representative within 14 days of the Commencement Date. The programme shall be in MS Projects format unless otherwise agreed with the Purchaser's Representative.

APPENDIX

DECLARATION OF INSURANCE

I hereby declare that the Insurances enumerated below have been effected in accordance with Conditions of Contract applicable to **Bid Number: RW 10396157/23**

I further declare that all premiums in respect of the insurances are fully paid up to date and that the insurances shall not be amended and/or cancelled without the prior knowledge and consent of the Employer.

Cover Effected	Insurer and Policy Number	Expiry Date
a) Contractors Equipment		
b COIDA		
c) Motor Vehicle Liability		
d) Manufacturing/Fabrication Premises		
a) Professional Indemnity (Where Applicable)		

N.B.: This Declaration of insurance must be completed and signed by

- i) The Contractor and.
- ii) The Insurer or Insurance Broker appointed by the Contractor

and returned to the Employer together with a letter of good standing from the Workman's Compensation Commissioner in respect of Item b) above.

SIGNED:

- i) For and on behalf of the Contractor

.....

Official Capacity:.....

SIGNED:

- ii) For and on behalf of the Insurer / Broker (delete whichever is not applicable)

.....

Official Capacity:.....

PART C2: PRICING DATA

C2.1. PRICING ASSUMPTIONS

1. These Bills of Quantities (C2.2) shall be used to assist both parties in administering and agreeing any changes/variations, which may arise during the course of the Contract.
2. These Bills of Quantities shall be used to calculate the value of work completed in the evaluation of interim/final payments.
3. The Contractor is deemed to have allowed opposite each item contained in these Bills of Quantities whatever costs and charges it may consider necessary for the carrying out, complying with and due observance of the provisions, conditions and requirements set out in the Contract.
4. No claim whatsoever will be entertained in respect of errors or omissions in pricing due to the brevity of a description of any item contained in these Bills of Quantities which items are fully described or can reasonably be inferred when read in conjunction with the relevant clauses provided for in the Conditions of Contract, Specifications, Drawings or other relevant documentation.
5. Any item left un-priced will be deemed to be provided for elsewhere and no claim for any extras arising out of the Contractor's omission to price any item will be entertained.

C2.2. PRICING SCHEDULES / BILLS OF QUANTITIES (BoQ)

The Bidder must refer to **Annexure C2.2: Pricing Schedule / Bill of Quantities (BoQ)** provided with this bid document.

The Bidder is required to submit the following:

- **Printed format and signed version of the completed pricing schedule or BoQ.**

PART C3: SCOPE OF WORK

C3.1. DATES FOR DELIVERY AND COMPLETION

1. It is estimated that the Contract will be placed on or before 01 July 2023 access to undertake work will only become available after the issue of the Site Access Certificate.
2. The Bidder shall state the proposed start and completion dates based on the above approximate date, these dates shall comply with the dates mentioned below in T2.2.1.4
3. The Bidder shall simultaneously fill in the period required to complete the work in days or weeks from the date of acceptance of the offer by the Employer. This shall be used to adjust dates should the Contract placement date vary.

Item	Start Date	Completion Date	Working Period
PHASE 1:			
PHASE 2:			
PHASE 3:			
PHASE 4:			
PHASE 5:			

Table C3.1: Dates for delivery and completion

NOTE THAT A DETAILED PROJECT PROGRAMME MUST BE INCLUDED WITH THE BID SUBMISSION (NOT APPLICABLE)

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official

Capacity: _____

Date: _____

C3.2. SCOPE OF WORK

Rand Water's Environmental Management Services section requires the Supply and Delivery of Horticultural and selected agricultural equipment spares and consumables at Rand Water on an "as and when" required basis for a period of 36 months.

PART C4: SITE INFORMATION

C4. SITE INFORMATION

The supply and delivery on this tender will be at 5 sites, namely Rietvlei (522 Impala Road, Glenvista); Zwartkopjes Pumping station and Central Depot (Kromvlei Farm; Eikenhof) Vereeniging (Mzomhle, Taaibos street, Powerville) and Zuikerbosch (Fisher Road, Three Rivers East)

The Bidder must refer to **Annexure C4: Site Information** provided with this bid document.