

	REQUEST FOR BID SUPPLY / SUPPLY AND DELIVERY	Form No: RW SCM 00047 F Revision No: 08 Effective Date: 15 Aug 2025
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BID NUMBER: RW10397693/25RR

**THE SUPPLY AND DELIVERY OF AMMONIUM HYDROXIDE TO RAND WATER'S ZWARTKOPJES,
EIKENHOF, PALMIET, AND MAPLETON BOOSTER PUMPING STATIONS FOR A PERIOD OF
TWENTY (20) YEARS**

ISSUE DATE:	THURSDAY, 13 NOVEMBER 2025	
NON-COMPULSORY BRIEFING SESSION DATE:	N/A	N/A
BRIEFING SESSION VENUE:	N/A	
CLOSING DATE:	MONDAY, 19 JANUARY 2026	AT 12:00 p.m.
SITE VIEWING DATE/S:	N/A	

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 SWORN AFFIDAVIT (EMEs and QSEs)	[TICK APPLICABLE BOX] ☐ Yes ☐ No

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Jabulile Molema	CONTACT PERSON	Ntikane Radebe
TELEPHONE NUMBER	011 682 0393	TELEPHONE NUMBER	011 682 0208
E-MAIL ADDRESS (Enquiries must be made to this address)	JMolema@randwater.co.za	E-MAIL ADDRESS	nradebe@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 25% (m/m) ammonium hydroxide to Rand Water's Zwartkopjes, Eikenhof, Palmiet, and Mapleton Booster Pumping Stations for a period of twenty (20) years. The technical requirements for the equipment are fully stated in the bid documentation.	
Procurement Procedure	Rand Water uses a single volume approach.
Awarding Strategy	The number of suppliers to be awarded this bid is 01 .
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: Rand Water Head Office 522 Impala Road Glenvista 2058 (in the Bid Submissions Box at the Main Gate)
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.

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T1.2. BID DATA

The Standard Conditions for Bidding are outlined below.

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	Unless otherwise stated in the Bid data, Bidders may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed. Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer. An alternative tender offer must only be considered if the main tender offer is the winning tender. 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) original bid document and returnables. USB flash drive with pdf format of the bid document and returnables may be provided in addition of the required document. 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.
T2.2.10.1	<u>Submission of Ammonium Hydroxide Bid Samples for Laboratory Evaluation</u> Submission of the Tender Samples for ammonium hydroxide will be requested from Shortlisted Bidders only. That is bidders who passed the responsiveness test and scored a minimum of 70 for Functionality only. - All samples submitted for ammonium hydroxide must be a representative of the product that will be delivered and submitted to the address supplied in clause 4 below (Note: The address is not the same as for contract documentation submission).

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	3. Two (2) identical one litre (1L) samples in sealed glass bottles that will be provided by Rand Water, shall be submitted with Material Safety Data Sheets. 4. Samples MUST be submitted back to Rand Water in two identical 1L sealed glass bottles provided by Rand Water with Material Safety Data Sheets to Rand Water's Analytical Services at Vereeniging, 82 Barrage Road. It is the Tenderer's responsibility to ensure that the said sample containers are received. 5. Standardised identical containers are required for anonymity during product testing and are therefore an essential requirement. Failure to adhere shall render the tender invalid. 6. One of the samples will be submitted for chemical analysis and testing. The other sample shall be retained by Rand Water and used as a reference sample should any dispute regarding quality of the product arise. 7. The sample submitted must contain the information below: • Bid Number RW10397693/25RR • Name of the supplier and/or manufacturer. • Product name, i.e. Specify 25% Ammonium Hydroxide • Manufacturing date and time • Sampling date and time A removable sticker should be used such that the container can be anonymously labelled for testing. 8. Samples will be rejected for testing and will lead to disqualification of the tender if submitted in non-standard containers (refer to clause 5 above), submitted late or incorrectly delivered. 9. The samples must be taken as close as possible to the closing date and kept cool to preserve the sample. 10. Certificate of analysis submitted with tender document shall at a minimum contain the following: • The name, address, and phone number of the company providing the certificate, • The registration or reference number of the certificate of analysis, • The date(s) on which the test(s) was (were) performed, • The name, address, telephone and fax numbers of the original manufacturer. • The name, description and number of the batch for which the certificate is issued, the date of manufacture, and the expiry date, • A description of the test or examination method(s) used and limits of the tests or examinations, or references to acceptable test methods used, • Actual results of all tests performed on the batch for which the certificate is issued (in numerical form, where applicable) and a comparison with the specification limits, • A statement indicating whether the results were found to comply with the requirements (limits), • The name and title of the analyst(s) who performed the analysis/analyses, the name of the person who approves or authorizes the findings presented in the certificate, their respective original signatures and the date of approval.
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 T2.1 List of Returnable Documents for a comprehensive list of certificates and additional documents required for submission with this bid.

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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 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. Price Analysis (Not Applicable) 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 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. Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below: 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 BBBEE: <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of Points</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table>	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
B-BBEE Status Level of Contributor	Number of Points																				
1	20																				
2	18																				
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Non-compliant contributor	0																				

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

$$P_s = 90 * \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

The following table will be used to calculate the points out of 10 for BBEE:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

BBEE 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 (90/10 system)	Number of point (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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.***

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	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	Rand Water shall provide to the successful bidder the signed copy of the contract after completion and signing of the form of offer and acceptance.

T1.3. EVALUATION CRITERIA

T1.3.1. TEST FOR RESPONSIVENESS

1. Fully completed and signed Form of Offer.
2. The use of correction fluid or any other similar substance to make corrections is not permitted.
3. Pricing Schedule C2.2. must be fully completed and signed.
4. Submission of a recent (within bid issue dates) authenticated and signed Certificate of Analysis which certifies that the ammonium hydroxide supplied complies with the specified limits for all parameters marked "Determinands" on Schedule T.2.2.10.

T1.3.2. FUNCTIONALITY EVALUATION

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.

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

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

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	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
A.	<u>Record of Previous Experience in the supply and delivery of ammonium hydroxide with contactable client references</u> This is based on the bidder's history and the ability to manage supply and delivery logistics for water treatment purposes. The reference must be written confirmation from clients and may include a completion certificate. The bidder must submit reference letters drafted on the referencing company's letterhead and signed which must have: - The product supplied, - Duration of the contract and - Total quantities supplied, in tons or kg Performance Score (required for B- Overall Performance on Previous Work) below. <i>Note: Companies listed as references must be contactable and willing to provide information relating to the performance of the Bidder.</i>		10	4 -point scale None – 0% Have not supplied ammonium hydroxide or no previous records submitted Weak – 33% Have supplied ammonium hydroxide in small quantities less than 1100 tons per annum confirmed by signed reference letters drafted on the referencing company's letterhead. Moderate – 66,7% Have supplied ammonium hydroxide in excess of 1100 tons but less than 2600 tons per annum confirmed by signed reference letters drafted on the referencing company's letterhead. Good – 100% Have supplied ammonium hydroxide in excess of 2600 tons per annum confirmed by signed reference letters drafted on the referencing company's letterhead.
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. The bidder must submit reference letters drafted on the referencing company's letterhead and signed which must have the overall performance score as requested in A above.		10	2-point scale Unacceptable -0% - Average performance rating less than 80%; and/or - Evidence of previous experience supplied without ratings is also unacceptable under this criterion; and/or - Evidence of performance ratings is not reflected on the reference letters provided for criterion A. Acceptable -100% - Average performance rating of 80% and above; and - Evidence of performance ratings is reflected on the reference letters provided for criterion A.
C.	<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). - Technical expertise experts (individual with product knowledge and engineering related or chemistry related degrees) and a dedicated account person that manages monthly account including CV's	T2.2.7	5	4-point scale None – 0% No submission Weak – 33.3% Only company organogram or project team are provided Moderate – 66.7% Submission is detailed in terms of - Company organogram and Project Team organogram including CVs of the Account Manager provided. - Project team member list including resource allocation for this project.

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	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
	The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work.			Good – 100% Submission is detailed in terms of - Company and project team organogram including indication of technical expert and a dedicated account person that manages monthly account - Project team member list including resource allocation for this project. - CV's of technical expertise (individual with chemical product knowledge and engineering related or chemistry related degrees) and a dedicated account person that manages monthly account.
D.	<u>Product Sourcing Capacity</u> Adjudicated based on the supplier's demonstration of 1. Support from the manufacturer. The tendering company (if not a Manufacturer) must submit a letter of intent from the manufacturer indicating support for this tender (specifying tender number RW10397693/25RR) regarding the supply. The letter must be on the manufacturer's letterhead and must be signed by the referencing manufacturer. 2. Support from a dedicated transporter/s in the form of a letter of intent. The support letter from the transporter must be on the transporter's letterhead indicating support for this bid (specifying the tender number RW10397693/25RR) and must be signed by the referencing transporter. The purpose is to mitigate the risk of non-delivery of ammonium hydroxide and to assess the ability to undertake the work.	T2.2.10	25	2- point scale Unacceptable – 0% No submission of manufacturing and transport supporting letters. Acceptable – 100% All support letters from the dedicated transporter and manufacturer (product supply) indicating support for tender are submitted and the letters are on the transporters and manufacturers letterhead and signed by the referencing transporter and manufacturer stipulating tender number.
E.	<u>Risk Introduced by Bid Qualifications (e.g. limitations, assumptions, limited liability etc.)</u>	T2.2.3	10	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 non-responsive, should the bidder/s opt to retain such qualifications after consultation by Rand Water. None – 100% No bid qualification/s submitted
F.	<u>Project Risk Management</u> As per risk register provided in Schedule T2.2.8. In addition, a signed comprehensive risk mitigation plan aligned to risk events and each risk cause for this bid	T2.2.8	10	3-point scale None – 0% No response provided to Project Risk Management section or responses provided are not relevant to the identified risks.

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	RW10397693/25RR and any other risk events identified must be submitted with this Bid by the supplier. - Manufacturer risks: plant maintenance, unavailability of raw material including electricity, audit findings not cleared, credit limit less than Rand Water's monthly usage, manufacturing account not paid/in arrears, unavailability of ammonium hydroxide from primary manufacturer, limited production capacity. - Quality risks: inferior product quality produced, cross contamination and product tempering. - Transport and Supply risks: labour strikes, suppliers credit allocation/limit exceeded, product tampering and theft while in-transit. - Unprecedented price increases. The risk mitigation plan must be on the supplier's letter head and signed by the supplier.			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 - A comprehensive risk mitigation plan aligned to all the risk events and each risk cause for this bid RW10397693/25RR and any other risk events identified is submitted on the supplier's letter head and signed by the supplier.
G.	<u>Method Statement Detailing</u> The Method Statement, detailing: 1. Step by step process regarding sourcing and safe handling of the product. 2. Outline process from the receipt of an order to delivery, including all check points and hazard points as well as details of relevant personnel. This includes transportation check points and hazard points. 3. Outline step by step process for invoicing including handling of invoicing queries and discrepancies.		5	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 the deliverables.
H.	<u>SHERQ</u> Adjudicated based on the product manufacturers Health & Safety Policy, Plan. The following certificates issued by an accredited certification agency must be submitted: 1. ISO 9001 2. ISO 14001 3. ISO 45001		10	2-point scale Unacceptable – 0% Non-submission Acceptable – 100% Submitted valid ISO 9001, ISO 14001 and ISO 45001 certificates. <i>(failure to submit any of above-mentioned certificates will be deemed unacceptable)</i>
I.	<u>Manufacturers Capacity</u> The Bidders shall certify that: the manufacturer's production capacity per annum exceeds Rand Water's estimated usage for all products tendered. The purpose is to mitigate capacity risks.	T2.2.11	10	2-point scale Unacceptable – 0% Manufacturers details is completed and the capacity does not meet Rand Water requirements Acceptable – 100% Manufacturers details is completed and the capacity exceed Rand Water's estimated usage.

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	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
J.	<u>Manufacturing Capability</u> In line with government imperatives to promote local manufacturing, this criterion seeks to assess the manufacturing capability of the bidder.		5	3-point scale None – 0% Not a manufacturer of ammonium hydroxide or the bidder has no plans to manufacture ammonium hydroxide in the short to medium term (that is 1 to 1,5 years) Moderate – 66.7% The bidder has plans to manufacture ammonium hydroxide and operate within 1 to 1,5 years after tender award. The following documents are submitted: 1. Bidders signed letter of intent, with manufacturing plans and timelines. 2. Plant layout and capacity diagrams. 3. Anticipated location of the plant. Bidders will score moderate if all requirements 1 to 3 are fully submitted and signed. Good – 100% The bidder has existing facilities to manufacture ammonium hydroxide. The following documents are submitted: 1. Proof of the plant location. 2. Plant layout and capacity diagrams. 3. Production logistics Bidders will score good if all requirements 1 to 3 are fully submitted and signed.
TOTAL			100	

T1.3.3. PREFERENCE POINT SYSTEM

The **90/10** will be applied in this bid.

T1.3.4. 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 in a financial year.
- b) Where an award to be made to the bidder 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 cases where the bidder who has been awarded more than R250 million in the financial year is the **only successful respondent**, Rand Water reserve the right to assess the risk and evaluate accordingly.

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PART T2: RETURNABLE DOCUMENTS
T2.1. LIST OF RETURNABLE DOCUMENTS

ALL RETURNABLES ARE REQUIRED FOR PURPOSES OF EVALUATION IRRESPECTIVE OF WHETHER THEY ARE DESIGNATED MANDATORY OR NOT.

T2.1.1 Returnable Required at Tender Closing (Disqualifiable):

These returnables are required to be fully completed, signed (if required on the returnable) and submitted with the bid at Bid closing date and time. If not fully completed, signed (if required on the returnable) and/or submitted by Bid closing, the bidder will be disqualified.:

No.	Description	Action Required
1.	Test for responsiveness/ Pre-qualifiers (List as per T1.3.1)	Attach copies
2.	Pricing Schedule / Bill of Quantities (BoQ)	Attach copy
3.	- Compulsory Enterprise Questionnaire - SBD 6.1 Preference Points - SBD 4 Bidder's Disclosure	- Complete and fully sign T.2.2.1 - Complete and fully sign SBD 6.1 - Complete and fully sign SBD 4
4.	Resolution Letter for the Main Contractor (a letter authorising the person completing the bid to sign on behalf of the company)	Attach copy

T2.1.2 Returnable Required at Tender Closing Date and Time for Evaluation

These returnables are required to be submitted at bid closing date and time. A bidder that does not submit the required returnable at stipulated deadline or submits an incomplete returnable; will not be disqualified but will be scored accordingly.

No.	Description	Action Required
1.	Refer to Functionality evaluation T1.3.2 for required documents.	Submit document as referenced in T1.3.2
2.	B-BBEE or Sworn affidavit certificate	Attach copy
3.	- Requirements with regard to fluctuations in the cost of labour and materials - FOB Prices of imported equipment/materials for which foreign exchange would be required and importing charges.	- Complete T2.2.4 - Complete T2.2.5

T2.1.3 Returnable Required at Tender Closing (Non-Disqualifiable)

These returnables are required to be fully completed, signed (if required on the returnable) and submitted with bid at Bid closing date and time; however, if not submitted by Bidder or submitted with incomplete information or without a required signature, the Senior Buyer / Sourcing Manager will, in writing, request the bidder to submit

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the returnable within 5 working days. If the returnable is not fully completed, signed if required and/or received by the Senior Buyer / Sourcing Manager within 5 working days of the request, the bidder will be disqualified.

No.	Description	Action Required
1	Declaration of Insurance	Complete T2.2.2
2	3-year financial statements (audited in accordance with the organisation's relevant PI score, however limited to a minimum assurance level of an Independent Review). In addition, the current year's management report must be submitted i.e. (Income statement, Balance sheet and cash flow statement)	Attach copies

T2.1.4 Documents Required After Awards

No.	Description	Action Required
1	Appendix Declaration of Insurance	Below Employer's Insurance manual

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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.

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: _____

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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.

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3 DECLARATION

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) B-BBEE.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

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4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the Organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
BBBEE Status Level of Contributor		
1	10	
2	9	
3	6	
4	5	
5	4	
6	3	
7	2	
8	1	
Non-compliant	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium

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

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

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T2.2.2 RECORD OF ADDENDA TO BID DOCUMENT

We acknowledge receipt of communications from the Employer amending the bid document before the submission of this bid offer. We confirm that these amendments have been taken into account in this bid offer.

Notice Number	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____



BID DESCRIPTION: THE SUPPLY AND DELIVERY OF AMMONIUM HYDROXIDE TO RAND WATER'S ZWARTKOPJES, EIKENHOF, PALMIET, AND MAPLETON BOOSTER PUMPING STATIONS FOR A PERIOD OF TWENTY (20) YEARS

T2.2.3. QUALIFICATIONS TO BID

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.

If no qualifications are made, the schedule shall be marked NIL and signed by the Bidder.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Name of Bidder:

Signed by or on
behalf of Bidder:

Official Capacity:

Date:

**BID DESCRIPTION: THE SUPPLY AND DELIVERY OF AMMONIUM HYDROXIDE TO RAND WATER'S
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T2.2.4. REQUIREMENTS WITH REGARD TO FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS

T2.2.4.1. 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 product:	*TO APPLY/NOT TO APPLY
	Price of transport:	*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:

T2.2.4.2. Formula by which the bid price is to be multiplied in order to arrive at the adjusted price:

.....

.....

.....

.....

.....

T2.2.4.3. Definition of all symbols used in the above formula:

.....

.....

.....

.....

T2.2.4.4. 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:

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**T2.2.5. F O B PRICES OF IMPORTED EQUIPMENT/MATERIALS FOR WHICH FOREIGN EXCHANGE
WOULD BE REQUIRED AND IMPORTING CHARGES**

- T2.2.5.1 The Tenderer shall complete each schedule (TABLE T2.2.11) listing the F O B value of all items of equipment/materials for which foreign exchange would be required.
- T2.2.5.2 Tenders based on the supply of locally manufactured equipment and/or materials priced competitively, will be given preference by the Employer (Rand Water) provided such equipment and/or materials, and the manufacture thereof, are of sufficiently high standard to meet the Employer's requirements.
- T2.2.5.3 If no items are to be imported or if firm prices are submitted the relevant section of the schedule (TABLE T2.2.5) shall be marked NIL. If the equipment contains imported equipment/materials then the Tenderer 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 Tenderer to provide the Employer all necessary information/documentation of the order/s for equipment/material, (prior to concluding the order/s) for the Employer to take out a Forward Cover for this imported equipment/material, when and if deemed prudent. The approved **FORMS** are to be requested from the Employer and completed prior to **ANY** order/s of equipment/materials with a foreign exchange exposure and as provided for in this tender.
- T2.2.5.4 The Tenderer shall be expected to provide full documentation (i.e. Invoice, Bill of Lading, International Supplier's Invoice, etc.) supporting foreign currency requirements for this imported equipment/material to support the Employer's application to the SARB for the exchange control approval. The Employer will pay all International Suppliers directly as per the International Suppliers Invoice submitted.
- T2.2.5.5 The Tenderer **shall** sign each schedule.
- T2.2.5.6 For evaluation purposes, the prices of imported equipment/material sourced directly from outside South Africa quoted in currency of origin will 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 Tender.
- T2.2.5.7 All services (i.e. installation, commissioning costs, etc.) related to the handling of the equipment/materials shall be quoted in South African Rand (**ZAR**).
- T2.2.5.8 All costs or marks ups for goods/services that are not imported or procured internationally are to be quoted in South African Rand (**ZAR**) and **deemed fixed and firm**.
- T2.2.5.9 It is the responsibility of the Tenderer to ensure that the foreign exchange exposure as completed in this section corresponds to the foreign exchange exposure as completed in the Local Content Declaration and the Bill of Quantities for Foreign Exchange Exposure. The tender price for the equipment/materials in the currency of origin as completed in this schedule (TABLE T2.2.5) is deemed as fixed and firm prices.
- T2.2.5.10 The Employer will only take out Forward Cover for the equipment/material as fully completed in this schedule (TABLE T2.2.5) in the related currency of origin. 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 (TABLE T2.2.5).

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"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 Tenderer 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, **excluding** inward transportation and handling to the factory in the Republic where the equipment offered is produced, manufactured, processed, assembled, packed or otherwise prepared.

The Tenderer **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
			ZAR	ZAR
Total FOB Values				

Table T2.2.5: FOB Prices

The above Table T2.2.5 to be **fully completed and signed**. For detailed breakdown of foreign exchange items an Annexure may be submitted, **however** failure to fully summarise, complete and stipulate the foreign exchange exposure in Table T2.2.5 above will render the contract a fixed and firm South African Rand (**ZAR**) contract.

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 Tender.

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

.....

.....

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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 T2.2.5 FOB Prices

Guaranteed date of shipping

Guaranteed date of delivery to railway authority

Name of Bidder:

Signed by or on
behalf of Bidder:

Official
Capacity:

Date:

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T2.2.6. 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 T2.2.6: 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.

Name of Bidder: _____

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

Date: _____

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.

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T2.2.7. HUMAN RESOURCE CAPACITY SCHEDULE

The aspects covered by T2.2.7.1, T2.2.7.2 and T2.2.7.3 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.

T2.2.7.1. 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:



cont.



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T2.2.7.2. Proposed Team Member List (Internal & External)

[illegible]

cont...

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T2.2.7.3. List of Current Contracts (Workload)

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} :
				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: _____

BID DESCRIPTION: THE SUPPLY AND DELIVERY OF AMMONIUM HYDROXIDE TO RAND WATER'S ZWARTKOPJES, EIKENHOF, PALMIET, AND MAPLETON BOOSTER PUMPING STATIONS FOR A PERIOD OF TWENTY (20) YEARS

T2.2.8. 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. In addition, a comprehensive risk mitigation plan aligning to the risk events (and any other risk events identified) must be submitted with this Bid									
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	Manufacturing plant non-compliance	Plant maintenance	Unavailability of ammonium hydroxide. Inability to disinfect water adequately resulting in	Threat	Very likely	High		
			Unavailability of raw materials (i.e. Force majeure, electricity and any other unforeseen circumstances)						
			Audit findings not cleared						
2	External	Non delivery of Ammonium Hydroxide	Transport & labour strike	- Health implication to Rand Water's customers. - Reputational damage and - Operational loss.	Threat	Very likely	High		
			Unavailability of ammonium hydroxide from primary manufacturer						
			Limited Production Capacity						
			Unprecedented rate increases from the primary manufacturer						
3	External	Non-compliance to Rand Water's product quality specification	Inferior product quality produced	Ammonium hydroxide with inferior quality delivered resulting in	Threat	Very likely	High		
			Cross contamination during loading						
			Product tampering while in-transit						
4	External	Supply and delivery contract suspended	Suppliers credit allocation/limit exceeded	Inability to purify the water resulting in	Threat	Very Likely	High		

BID DESCRIPTION: THE SUPPLY AND DELIVERY OF AMMONIUM HYDROXIDE TO RAND WATER'S ZWARTKOPJES, EIKENHOF, PALMIET, AND MAPLETON BOOSTER PUMPING STATIONS FOR A PERIOD OF TWENTY (20) YEARS

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. In addition, a comprehensive risk mitigation plan aligning to the risk events (and any other risk events identified) must be submitted with this Bid									
RISK IDENTIFICATION						QUALITATIVE RISK ASSESSMENT		RISK RESPONSE PLAN	
#	RISK CATEGORY	RISK EVENT	CAUSE	EFFECT	THREAT OR OPPORTUNITY	PROBABILITY	IMPACT	RESPONSE STRATEGY	RESPONSE ACTIONS
			Manufacturers account not paid/in arrears Insufficient credit limit	- Health implication to Rand Water's customers - Reputational damage and operational loss.					
5	External	Price	Unprecedented price increase	Non-compliance to regulations, financial losses and could lead to reputational damage.	Threat	Very Likely	High		
6									

Name of Bidder: _____

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

Date: _____

BID DESCRIPTION: THE SUPPLY AND DELIVERY OF AMMONIUM HYDROXIDE TO RAND WATER'S ZWARTKOPJES, EIKENHOF, PALMIET, AND MAPLETON BOOSTER PUMPING STATIONS FOR A PERIOD OF TWENTY (20) YEARS

T2.2.9. 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
Late deliveries in excess of three (3) instances per plant for all Rand Water plants indicated on this tender per year (Rand's per day delay).	2% of the value of the delayed consignment				
DEFECTS IN QUALITY					
If the quality of any batch of ammonium hydroxide delivered is not in line with the tendered product, tender specification and product guarantee commitment.	The price for the supply and delivery of ammonium hydroxide shall be reduced by 10% for that specific delivery.				
SHERQ					
a) SHERQ non-conformances, corrective and preventative actions not resolved within the agreed target dates	1 000	5 000	10 000	10 000	10 000
Agreed target dates exceeding 5 working days					
b) Non-reporting of SHERQ incidents and statistics within the required timeframe	1 000	5 000	10 000	10 000	10 000
Within a shift / Within 24 hrs					
c) Repeat SHERQ non conformances	2 000	10 000	20 000	20 000	20 000

Name of Bidder:

Signed by or on
behalf of Bidder:

Official
Capacity:

Date:

BID DESCRIPTION: THE SUPPLY AND DELIVERY OF AMMONIUM HYDROXIDE TO RAND WATER'S ZWARTKOPJES, EIKENHOF, PALMIET, AND MAPLETON BOOSTER PUMPING STATIONS FOR A PERIOD OF TWENTY (20) YEARS

T2.2.10 PRODUCT GUARANTEE SCHEDULE

NOTE: This schedule must be completed in full and an authenticated Certificate of Analysis (COA) issued by an appropriate authority that certifies the quality/purity of the product according to the respective standards and/or specifications referenced must be attached. Parameters without specified limits must also be quantified.

- Rand Water will evaluate the samples of the products submitted at one of its laboratories in respect of the determinands listed in Table 1 below, as well as any other determination deemed necessary by Rand Water to ascertain if the product is fit for purpose prior to award.
- The bidder must provide values for all determinants in Tables 1 including those for which a specification limit is not stipulated.
- Acceptance of the bid submitted to Rand Water will be informed by the laboratory evaluation report. The results will be confidential, and Rand Water shall be under no obligation to release detailed information about the results obtained during the evaluation to any of the competitive Bidders.

QUALITY

I/We guarantee that the ammonium hydroxide supplied will, when delivered, have the following physical and chemical properties:

TABLE 1: AMMONIUM HYDROXIDE

RAND WATER AMMONIUM HYDROXIDE SPECIFICATION				
DETERMINAND	METHOD	Tender Specification Limit	REFERENCE/ SOURCE	Tender Specification Limit (Tenderer to Complete)
Ammonia concentration	Titration	$\geq 25\%$ m/m NH_3	SANS 52122:2007	 % m/m
Residue (after evaporation)	Gravimetric analysis	≤ 30 mg/kg of product	SANS 52122:2007	 mg/kg
Density	Pycnometer	Not specified	N/A	Cps at 20°C
Iron (Fe)	Evaporation and digestion ICP and ICP MS analysis	≤ 10 mg/kg of product	SANS 52122:2007	 mg/kg
Antimony (Sb)		≤ 1 mg/kg of product	SANS 52122:2007	 mg/kg
Arsenic (As)		≤ 5 mg/kg of product	SANS 52122:2007	 mg/kg
Cadmium (Cd)		$\leq 0,5$ mg/kg of product	SANS 52122:2007	 mg/kg
Chromium (Cr)		≤ 5 mg/kg of product	SANS 52122:2007	 mg/kg
Lead (Pb)		≤ 5 mg/kg of product	SANS 52122:2007	 mg/kg
Mercury (Hg)		$\leq 0,1$ mg/kg of product	SANS 52122:2007	 mg/kg
Nickel (Ni)		≤ 5 mg/kg of product	SANS 52122:2007	 mg/kg
Selenium (Se)		≤ 2 mg/kg of product	SANS 52122:2007	 mg/kg

Name of Bidder: _____

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

Date: _____

BID DESCRIPTION: THE SUPPLY AND DELIVERY OF AMMONIUM HYDROXIDE TO RAND WATER'S ZWARTKOPJES, EIKENHOF, PALMIET, AND MAPLETON BOOSTER PUMPING STATIONS FOR A PERIOD OF TWENTY (20) YEARS

- (a) Shelf-life guarantee of product after delivery during storage
- (b) Does not contain any chemical compounds that can constitute a health risk when consumed as a residue that may be present in water that had been treated with the product offered.
- (c) The ammonium hydroxide offered is compatible with and is suitable for the preparation of drinking water and does not contain any compounds that are deleterious to human beings or animal.
- (d) I/We guarantee to supply any other information regarding quality of ammonium hydroxide, e.g. impurities and any other determinants not specified above.
- (e) I/We guarantee to provide proof that the product offered complies with the requirements of the SANS 52122:2007 Standard or equivalent EN 12122:2005 Standard "Chemicals used for treatment of water intended for human consumption – ammonium hydroxide"

Name of Bidder:

Signed by or on
behalf of Bidder:

Official
Capacity:

Date:

BID DESCRIPTION: THE SUPPLY AND DELIVERY OF AMMONIUM HYDROXIDE TO RAND WATER'S ZWARTKOPJES, EIKENHOF, PALMIET, AND MAPLETON BOOSTER PUMPING STATIONS FOR A PERIOD OF TWENTY (20) YEARS

DELIVERY

NOTE - This schedule must be completed in full. Supporting documents include:

- A detailed letter from the transporting company, stipulating the support and the nature of the agreement must be attached.
- A detailed letter from the manufacturing company, stipulating the support and the nature of the agreement must be attached.
- The Method Statement, detailing
 1. Step by step process regarding sourcing and safe handling of the product.
 2. Outline process from the receipt of an order to delivery, including all check points and hazard points as well as details of relevant personnel. This includes transportation check points and hazard points.
 3. Outline step by step process for invoicing including handling of invoicing queries and discrepancies.

I/We guarantee the delivery of the ordered quantities of ammonium hydroxide to be delivered to Rand Water's Plant within **three (3)** days after receipt of an order.

Name of Transporters	
Duration of relationship between supplier and transporter	
Physical address of transporter/s	

Name of Bidder:

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

Date: _____

T2.2.11 SUPPLIER / MANUFACTURER DETAILS

NOTE

- This schedule must be completed in full, supporting documents include:
 - All quality assurance certificates (i.e. SHEQ) must be submitted.
 - A detailed letter from the manufacturing company, stipulating the support and the nature of the agreement must be attached.
- Bidders and/or Suppliers are **NOT PERMITTED** to supply ammonium hydroxide from multiple manufacturers concurrently at any time during this agreement.
- Any intention by the supplier to deviate from the specified primary manufacturer shall be dealt with under Clause C3.2.4, sub-clauses 7 to 11 under the Scope of Contract.

Name of product	
Name and address of manufacturer	
Annual production capacity of ammonium hydroxide, in tons/year	
Present production rate of ammonium hydroxide, in tons/year	
Storage capacity of tendered product at Supplier/Manufacturer's site	
Contact Person	
Contact Numbers	
Clearly detail the manufacturing process for the production of the specific tendered product.	
Give details of the raw materials used in the manufacturing process in terms of chemical purity and source:	
Quality Control Systems used:	

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

LETTER OF TENDER

DESCRIPTION: TENDER FOR THE SUPPLY AND DELIVERY OF AMMONIUM HYDROXIDE TO RAND WATER'S ZWARTKOPJES, EIKENHOF, PALMIET, AND MAPLETON BOOSTER PUMPING STATIONS FOR A PERIOD OF TWENTY (20) YEARS.

TENDER NO: RW10397693/25RR

TO: The Tender Box
Rand Water Head Office
522 Impala Road
Glenvista
Johannesburg
Attention: Ms Ntikane Radebe

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 Tender which includes all said documents, for the total sum of in **South African Rand (ZAR/ton** _____)
(_____ **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 Tender.

The Tenderer 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/ton** (€ _____)
(_____ **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/ton** (\$) _____)
(_____ **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/ton** (£ _____)
(_____ **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.

BID DESCRIPTION: THE SUPPLY AND DELIVERY OF AMMONIUM HYDROXIDE TO RAND WATER'S ZWARTKOPJES, EIKENHOF, PALMIET, AND MAPLETON BOOSTER PUMPING STATIONS FOR A PERIOD OF TWENTY (20) YEARS

***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 Tender.

We agree to abide by this Tender for a period of 90 days from the Submission Date and Time for Tenders 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 Tender.

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 Tender, 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 tender you may receive.

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

duly authorized to sign tenders 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 AMMONIUM HYDROXIDE TO RAND WATER'S ZWARTKOPJES, EIKENHOF, PALMIET, AND MAPLETON BOOSTER PUMPING STATIONS FOR A PERIOD OF TWENTY (20) 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. Acknowledgement of Award Letter
 - 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

for and on behalf of the Employer

Name:

Designation: **GROUP CHIEF EXECUTIVE**

Authorised signature of Contractor

for and on behalf of the Contractor

Name:

Designation: _____

:

**BID DESCRIPTION: THE SUPPLY AND DELIVERY OF AMMONIUM HYDROXIDE TO RAND WATER'S ZWARTKOPJES,
EIKENHOF, PALMIET, AND MAPLETON BOOSTER PUMPING STATIONS
FOR A PERIOD OF TWENTY (20) YEARS**

Date:

Date:

In the presence of the undersigned witnesses:

Name:

Name:

Signature:

Signature:

Date:

Date:

BID DESCRIPTION: THE SUPPLY AND DELIVERY OF AMMONIUM HYDROXIDE TO RAND WATER'S ZWARTKOPJES, EIKENHOF, PALMIET, AND MAPLETON BOOSTER PUMPING STATIONS FOR A PERIOD OF TWENTY (20) YEARS

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.

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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,

BID DESCRIPTION: THE SUPPLY AND DELIVERY OF AMMONIUM HYDROXIDE TO RAND WATER'S ZWARTKOPJES, EIKENHOF, PALMIET, AND MAPLETON BOOSTER PUMPING STATIONS FOR A PERIOD OF TWENTY (20) YEARS

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

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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

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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.

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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.

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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

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Supplier's Sub-contractor's activities in terms of the Contract as it relates to the contravention of any aspect covered by environment legislation.

13.3.1

Subject to provisions of Section 10 (3) and (4) of the Hazardous Chemical Substances Regulations of the Occupational Health & Safety Act 85 of 1993, every person/supplier who manufactures, imports, sells or supplies any hazardous chemical substance for use at work shall as far as reasonably practicable provide the party receiving such substance, free of charge with a material safety data sheet containing all the information as contemplated in either ISO11014 or ANSI Z400.1. 1993 with regard to:

- (a) Product and company identification;
- (b) Composition /information or ingredient;
- (c) Hazards identification;
- (d) First-aid measures;
- (e) Fire-fighting measures;
- (f) Accidental release measures;
- (g) Handling and storage;
- (h) Exposure control /personal protection;
- (i) Physical and chemical properties;
- (j) Stability and reactivity;
- (k) Toxicological information;
- (l) Ecological information;
- (m) Disposal consideration;
- (n) Transport information;
- (o) Regulatory information, and
- (p) Other information.

13.3.2 Provided it is not reasonably practical to provide a material safety data sheet, the Manufacturer, Importer, Seller or Supplier shall supply the receiver of any hazardous chemical substance with sufficient information to enable the user to take the necessary measures with regard to health and safety measures.

13.3.3 Subject to the provisions of section 11 (1)(2)(3) of the Hazardous Chemical Substances Regulations of the Occupational Health & Safety Act 85 of 1993, all the suppliers will ensure that the exposure of an employee is adequately controlled.

13.3.4 Any unsafe condition noticed by the Supplier, has to be reported in writing to Rand Water in order to take the necessary action according to Section 8 of the Occupational Health and Safety Act.

13.3.5 In addition to the legislation listed above in 13.3.1 to 13.3.5, the Supplier undertakes and warrants that it will be in compliance with all legislation, regulations, by-laws which will become applicable to it. In the event that the Supplier is in breach of any legislation, regulation and/or by-law, Rand Water shall have the right to cancel this contract with immediate effect.

13.3.6 The plant and equipment etc. used and all work carried out under this contract shall satisfy the requirements of the applicable legislation identified above and or any amendments thereof, also such regulations as may be framed there under at any time up to and including the date of completion of the work under this contract. The work shall also comply with any other regulations controlling the installation and operation of the entire equipment.

13.3.7 If any additional work is ordered by a government inspector or Rand Water's appointed representative to make the plant and equipment used comply with the regulations referred to

above, the Supplier shall forthwith supply such work free of cost to Rand Water. In addition to any statutory obligations, the Supplier shall report to the Site Risk Control Manager every incident within 24 (twenty-four) hours of occurrence, whether such incident is in respect of injury to persons or damage to the equipment, property and environment. The report shall be in writing and shall contain full details of the occurrence.

The Site Risk Control Manager shall have the right to make any enquiries either on the Site of the work or elsewhere as to the case and results of any such accident and the Supplier shall give the Site Risk Control Manager full facilities to carry out such

enquiries and in addition shall submit a further report in writing to the Site Risk Control Manager and the Sourcing Manager within 48 (forty-eight) hours of such requirement setting out full and/or other details of the occurrence, as specified by the Site Risk Control Manager.

13.3.8 The Supplier undertakes to comply with the provision of applicable legislation identified and in addition, confirms that he is aware of the general duties and obligations imposed upon him/her.

13.3.9 Without derogation from any of the provisions of the applicable legislation, the Supplier's duties relating to the safe execution of the work are regulated by the Safety, Health and Environmental Agreement, set out in the relevant Schedule which shall be signed by the Supplier and submitted to Rand Water with his tender.

13.3.10 The Site Risk Control Manager will not allow any work whatsoever to proceed.

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

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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 Purchase Price

In case of variable pricing (or rates),

- (a) All price adjustment communication must be submitted four (4) weeks prior to the effective date,
- (b) The supplier shall provide all supporting documentation to substantiate any price changes. This documentation must clearly demonstrate how the price adjustment was applied, including detailed calculations. The supplier must include a breakdown of all relevant cost drivers and provide the necessary evidence to ensure that the price adjustment is quantitatively verifiable and in line with the contractual terms.

(c) The base figure for the first adjustment shall be based on the tendered rate.

(d) Only once accepted by Rand Water in writing will the new rates requested by the Supplier be effected by both parties,

(e) The effective date must be the start of the calendar month,

(f) No rates adjustment will be effected retrospectively.

(g) Should Rand Water request supply to additional plants, rates should align to prevailing rates at the time. Furthermore, the approved frequency of escalation and the escalation formula will be applicable for the additional plants.

15.3 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.

15.4. 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.

15.5 Currency

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

15.6 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.

15.7 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.

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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.

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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 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].

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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	3 months subject to the nature of the defects
1.1.20 3.2	Purchaser's Representative	Ntikane Radebe Rand Water 522 Impala Road Glenvista Tel: 011 682 0208 E-Mail: nradebe@randwater.co.za
1.1.22 9.5	Site Mode and Point of Delivery	The location of the Site where Delivery of the Goods is to be effected is: Rand Water's Zwartkopjes, Eikenhof, Palmiet, and Mapleton Booster Pumping Stations.
1.1.28	Works	The works to which or in which the Goods are to be incorporated is: supply and delivery of ammonium hydroxide to Rand Water's Zwartkopjes, Eikenhof, Palmiet, and Mapleton Booster Pumping Stations for a period of twenty (20) Years.
3.1	Authorised Person	The person authorised to act on the Purchaser's behalf shall be:- Ntikane Radebe Rand Water 522 Impala Road Glenvista Tel: 011 682 0208 E-Mail: nradebe@randwater.co.za
9.2	Programme	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.

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**APPENDIX
DECLARATION OF INSURANCE**

I hereby declare that the Insurances enumerated below have been effected in accordance with the Conditions of Contract applicable to **Bid Number: RW10397693/25RR**.

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	Clause No	Insurer and Policy Number	Expiry Date
a) Contractors' Equipment	PC 18.2.1a)		
b) COIDA	PC 18.2.1b)		
c) Motor Vehicle Liability	PC 18.2.1c)		
d) Manufacturing/Fabrication Premises	PC 18.2.1d)		
e) Professional Indemnity (Where Applicable)	PC 18.2.1e)		

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:.....

Note: This schedule shall be completed and submitted to Rand Water within 14 days from the award 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.

PART C2: PRICING DATA

C2.1. PRICING ASSUMPTIONS

1. The pricing schedule (C2.2) and schedule T2.2.4 shall be used to assist both parties in administering and agreeing on any changes/variations which may arise during the course of the Contract.
2. The Contractor is deemed to have allowed opposite each item contained in the Pricing Schedule 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.
3. 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 the Pricing Schedule, 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.
4. 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.
5. Product price is to be adjusted annually based on the applicable industry cost index as indicated by the Bidder in Schedule T2.2.4 (REQUIREMENTS WITH REGARD TO FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS).
6. Transport price is to be adjusted quarterly based on Table L-1 of the SEIFSA index.
7. The base figure for the first adjustment shall be based on the tendered rate.
8. Payment will be made 30 (thirty) days from the date of the statement. The supplier will be granted a three-day turnaround time to resolve any queries regarding the processing of payment.

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

The Bidder is required to submit a printed format and signed version of the completed pricing schedule.

NOTE:

- This schedule must be completed in full and signed.
- Bidders must provide one (1) rate for product and one (1) rate for transport as per the table below. This rate will apply to all Rand Water's Plants.
- Product price is to be adjusted **annually** based on the applicable industry cost index as indicated by the Bidder in Schedule T2.2.4
- Transport charges are to be adjusted **quarterly** based on Table L-1 of the SEIFSA index.
- The base figure for the first adjustment shall be based on the tendered rate.

PRICE, R/TON (EXCLUDING VAT)			
Product, R/ton	Transport, R/ton	Other, R/ton	Total Price, R/ton
PRICE, R/TON (INCLUDING VAT)			
Product, R/ton	Transport, R/ton	Other, R/ton	*Total Price, R/ton

* Total price including VAT to be transferred to the Form of Offer

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____

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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 April 2026** and access to undertake work will only become available after the completion of Site Induction.
2. The Bidder shall state the proposed start date to commence supply and delivery under this contract.
3. The Bidder shall simultaneously fill in the period required before supply can resume 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 start date vary.
4. The Bidder must refer to Clause C3.2: Scope of Work below regarding detailed scope of the contract provided with this bid document.

Name of Bidder:

Signed by or on
behalf of Bidder:

Official
Capacity:

Date:

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C3.2. SCOPE OF WORK

3.2.1 Scope of Contract

1. The contract is for the supply and delivery of ammonium hydroxide of the quality specified herein to Rand Water's Zwartkopjes, Eikenhof, Palmiet, and Mapleton Booster Pumping Stations for a period of twenty (20) Years
2. The quantity of ammonium hydroxide to be used will depend upon the quality and quantity of water to be treated. The estimated quantities, in tons at each of the sites are as follows:

Plant	Estimated Tonnages
Zwartkopjes	520 tons/annum
Eikenhof	1100 tons/annum
Palmiet	1530 tons/annum
Mapleton	680 tons/annum

3. Rand Water does not bind itself to accept any specific quantity of ammonium hydroxide during the duration of the contract. Bidders should note that the stipulated quantities are provided as an estimate and/or as an indication of the probable quantity which may be required by Rand Water. Year-on-year growth is anticipated over the contract period. Rand Water may also include additional plants during the contract period.
4. Rand Water shall therefore not be held to the estimated quantity and the estimated contract value thereof.
5. Nothing in the document and the Agreement shall be interpreted as acceptance by Rand Water of any specific quantity and/or acceptance of the liability in respect of the quantity or of the contract value and bidders agrees that any such quantities are only given as an estimate and therefore neither party shall therefore be bound to any such quantity or to the estimation.

3.2.2 Location of Treatment Plants

1. Zwartkopjes Booster Pumping Station is situated approximately 20km to the south of Johannesburg. GPS Coordinates: Latitudes: -26.344913 | Longitudes: 28.065999
2. Eikenhof Booster Pumping Station is situated on the Johannesburg-Wakerville and Vereeniging Road R82, approximately 1km north of the intersection with Alberton-Eikenhof Road (R556). GPS Coordinates: Latitude: -26.277408; Longitude: 27.967844.
3. Palmiet Booster Pumping Station is situated on the farm Palmietfontein approximately 1km east of the intersection of the Zwartkopjes and Overburry roads. GPS Coordinates: Latitude -26.306108; Longitude: 28.091168
4. Mapleton Booster Pumping Station is situated approximately 2km south of Mapleton railway station and east of the Alberton-Heidelberg Road, approximately 18km southeast of Alberton. GPS Coordinates: Latitude: -26.357681; Longitudes: 28.252610.

3.2.3 Delivery

1. The Supplier will be notified of the quantity of ammonium hydroxide to be delivered. The Supplier shall undertake to dispatch and deliver this quantity as required. Delivery will be taken to Rand Water's storage facilities stipulated in Clause 3.2.2 above.

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2. The ammonium hydroxide is to be delivered in bulk (liquid form) as specified by Rand Water. The Supplier must familiarise themselves with Rand Water's storage facilities to ensure that ammonium hydroxide can be offloaded satisfactorily.
3. A Purchase Order number will be generated by Rand Water at the start of the contract to facilitate orders. The contact person for any queries concerning the order procedure is the Contract Manager.
4. Payment will be made for the quantity of ammonium hydroxide delivered (**See Mass Delivered; Clause 3.2.8**).
5. Ammonium hydroxide deliveries can take place from Mondays to Fridays of each week, during daily normal working hours (**Monday to Thursday 7h00-14h00 and Friday 07h00-12h00**). The supplier must familiarize themselves with Rand Water's offloading sites to ensure that ammonium hydroxide can be offloaded satisfactorily. (See weighbridge procedure; clause 3.2.8).
6. Ammonium hydroxide shall be delivered by road tanker and shall be discharged by the Supplier into Rand Water's bulk storage tanks using an electric pump. Pressurised unloading will not be permitted at any of the bulk storage sites.
7. Transfers by petrol pumps or diesel-driven pumps may be required as power supplies are not available at all Sites.
8. Supplier must contact the respective Site Supervisor to make arrangements immediately after the order has been placed.
9. All delivery trucks shall be weighed, and records shall be kept, and payment will be made for the net mass of ammonium hydroxide delivered (**See weighbridge procedure; Clause 3.2.8**).
10. The delivery note (in duplicate) stating the quantity, date of dispatch, and weight shall be handed to Rand Water's Storekeeper or other authorised official of Rand Water on delivery. The delivery note must also indicate:
 - a) The Site for delivery, e.g. Rand Water Zwartkopjes Site.
 - b) The Contract number and the order number, together with Rand Water's reference and item code number, are stated on all documentation.
 - c) Weighbridge slips are to be attached to the delivery notes received.
 - d) The consignment/batch numbers.
11. No delivery shall be made without Rand Water personnel being present on the Site.
12. A COA (Certificate of Analysis) must accompany each batch delivered. This COA is for operational purposes and must, at a minimum, contain the determinants as specified in clause 3.2.4 below. If more than one batch (with different batch numbers) is delivered at a time, then a COA must be supplied for each batch number. The COA and delivery documentation must refer to the batch number of the product delivered.
13. To ensure traceability between the COA, the delivery note, the weighbridge ticket (if applicable) and the invoice, the supplier must ensure that the batch number is used as the tracking number to link all delivery documents, including the invoice. The supplier must ensure that the tracking number (batch number) used is correct.
14. The Supplier will be responsible for taking the sample of ammonium hydroxide when the consignment is delivered on site. The sample will be split as follows: one sample returned to the supplier, the other two samples submitted to Rand Water personnel for laboratory analysis and reference during a quality dispute.
15. The Supplier shall keep his transport on defined roads and shall be liable to Rand Water for any damage caused by his vehicles to Rand Water's installations.

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3.2.4 Description, Characteristics and Quality of Ammonium Hydroxide

1. The ammonium hydroxide required to be supplied under this contract shall be a colourless liquid free from visible impurities with physical properties as indicated in the Product Guarantee (Schedule T2.2.10). The maximum and minimum variations in the physical analyses of the product shall be stated where applicable.
2. The supplier shall certify that ammonium hydroxide offered complies, at a minimum, with the Rand Water specification standard for ammonium hydroxide as provided in Schedule T2.2.10 (Product Guarantee) and/or with SANS 52122:2007 or the equivalent EN12122:2005 standard "Chemicals used for treatment of water intended for human consumption – Ammonium hydroxide and any subsequent revisions thereof. If required, Rand Water may set more stringent standards and test accordingly.
3. The Bidder shall list any other parameters by which the quality of ammonium hydroxide can be measured together with maximum and minimum variations that may be expected in the product offered.
4. The ammonium hydroxide supplied shall not contain any constituent that may have a detrimental effect on the potable water production in Rand Water's treatment systems, deleterious effects on water quality or be objectionable or harmful to human beings or animals in any way if used for the intended purpose in the prescribed way.
5. The Supplier shall be responsible and liable for any damages to the plant and equipment due to poor product quality or any consequential damage as a direct result of the product and/or supply thereof.
6. The Manufacturer shall give details of the raw material used for the manufacturing of ammonium hydroxide, or in terms of the origin of the raw material and chemical composition. Specific attention must be given to any constituent that may be of a health concern in potable water, such as heavy metals.
7. The Supplier shall at all times adhere to the quality standards as completed in response to the tender in Schedule T2.2.10 (Product Guarantee) and Schedule T2.2.11 (Supplier and manufacturing Details) regarding the manufacture, the production process, raw material, storage capacities and facilities and the quality control systems in place and such other quality standards imposed by Rand Water in its reasonable discretion. The guarantee, as stated in the Product Guarantee Schedule, shall apply to the ammonium hydroxide delivered.
8. Bidders and/or Suppliers are not permitted to supply ammonium hydroxide from multiple manufacturers concurrently at any time during this agreement. The Supplier shall ensure that, during the term of this agreement, ammonium hydroxide is exclusively sourced from the primary manufacturer specified herein, Schedule T2.2.11.
9. ANY intention to deviate from the specifications above (including a change of primary manufacturer and transporter) without written consent from Rand Water is construed as a breach of the contract.
10. Under force majeure circumstances, the Supplier is required to immediately inform Rand Water in writing should there be ANY intention to deviate from the details of point 8 above.
11. The above notices shall include details of the intended deviation. Failure to notify Rand Water of such intention shall be construed as a material breach of the contract. Only if there is a written agreement from Rand Water may the deviation be implemented. Rand Water undertakes not to withhold consent unreasonably but retains the right to refuse the deviation. Failure to comply with this clause in its entirety shall constitute a material breach of the contract and render the same prone to cancellation at the instance of Rand Water. In addition, or in the alternative, Rand Water reserves its rights to invoke any and all remedies available at law.

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3.2.5 Sampling and Analysis of Delivered Ammonium Hydroxide

1. Three samples of between 250 ml and 500ml of the product shall be taken from each consignment of the ammonium hydroxide delivered to Rand Water.
2. The Supplier will be responsible for taking the sample of ammonium hydroxide when the consignment is delivered on site. The sample will be split as follows:
 - one sample returned to the supplier,
 - The second and third samples were submitted to Rand Water personnel for laboratory analysis and reference during a quality dispute.
3. Rand Water may perform, amongst others, the following determinations on the samples collected:
 - Relative density
 - The strength of the product and
 - Any other determination deemed necessary by Rand Water.
4. The samples taken from delivered products shall be kept for one month after the consignment from which it was taken has been used.
5. If the results of the analysis performed on the sample by, or on behalf of Rand Water, show that the ammonium hydroxide delivered does not conform to the guaranteed quality and bid specification, the supplier shall advise Rand Water of the results of the analysis carried out by it on the portion of the composite sample made available to them.
6. If the results of the analysis differ from those obtained by Rand Water by more than 5% (five per cent), then the third sample shall be submitted to an independent laboratory approved by both parties for analysis.
7. Rand Water may at any time during this agreement request a sample to be submitted to an independent laboratory for analysis against the product delivered. Should the delivered product be found to be of lower quality than the product guarantee at the time of tendering, this would be considered "inadequate performance" by the supplier and will be dealt with under the Penalty Clause.
8. The result of the independent laboratory shall be final and binding on both the Supplier and Rand Water. If the independent laboratory's results show that the consignment meets Rand Water's specifications. The cost of the analysis shall be borne by Rand Water. If the results show the consignment fails to meet the specification, the cost will be borne by the Supplier.
9. Rand Water may at any time during this agreement submit the sealed sample submitted by the Supplier at the time of tendering to an independent laboratory for analysis against the product delivered. Should the delivered product be found to be of an inferior quality than the sample submitted at the time of bidding, this would be considered "Inadequate Performance" by the supplier and dealt with under the Penalty Clause and/or Inadequate Performance.

3.2.6 Product Change

Product change requests as a result of shortages in raw materials will be assessed as follows:

1. The Supplier shall request a product switch as a result of a shortage in raw materials in compliance with the provisions of C1.2.1 – General Conditions; Clause 1.6: Communications and Clause 1.7: Notices, respectively.
2. Such a request for a product switch will only be deemed valid if it is made in writing and supported by a letter from the primary manufacturer stating the reasons for the product shortage and proposing a suitable replacement product.

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3. Once the request is accepted as valid, it shall take Rand Water a maximum of four (4) weeks to evaluate or process the request before a decision is communicated to the supplier. In evaluating or processing the request, Rand Water shall interrogate the reasons, suitability and rate of the proposed alternative product.
4. The price/rate of the proposed alternative product shall be evaluated by considering the cost of the alternative product, which shall not exceed the tendered product in order to safeguard against exceeding the contract value or budget. Where a rate is above 5% and the supplier is not prepared to reduce it to 5%, Rand Water shall have the right to source the alternate product directly from the primary manufacturer.
5. In order to satisfy itself of the unavailability of the contracted product and suitability of the proposed alternative product, Rand Water shall have the right to directly engage the primary manufacturer or any alternative manufacturer on any matter which may be relevant to the request. During this period, the supplier will be consulted where necessary.
6. Where it is proved that it is impossible for the supplier to supply and deliver the contracted product due to raw material challenges or where the Parties fail to reach an agreement in respect of any matter relating to a product switch, Rand Water may either approve or reject a request for a product switch. If rejected, either Party may invoke the provisions of C1.2.1 – General Conditions; Clause 19.1: Force Majeure and terminate the Contract, and if approved, a product switch will take effect on a date communicated to the supplier in writing.

Price Adjustments of the Proposed Alternate Product

All price adjustments for the proposed alternative product shall comply with the purchase price, escalation formula and frequency provision of bid RW10397693/25RR.

The application of the escalation formula for the new rates shall be used to assist both parties in administering and agreeing on any changes/variations of the proposed alternative product price, which may arise during the course of the Contract.

3.2.7 Supplier's and Manufacturer's Details / Quality Assurance Systems

The Tenderer shall complete the supplier's details as set out in Schedule T2.2.11 regarding information about manufacture, the production process, and storage capacity, the present list of clients using their product(s) and the recommended storage facilities at Rand Water.

All information rendered in this clause 3.2.7 above shall specifically include detailing the manufacturing process as well as listing all substances used in such process. Further, the Tenderer shall be required to immediately inform Rand Water in writing should there be ANY intention to deviate from the specified process and/or substances used.

3.2.8 Determination of Mass Delivered

1. The successful Supplier/s must use an assized Weighbridge to determine the mass of each delivery at the point of delivery or close to the point of delivery.
2. If no assized weighbridge is available at the point of delivery, the successful supplier/s and Rand Water must agree as to which weighbridge is to be used. A weighbridge at the point of supply is acceptable if it is assized and the method of weighing provided by the successful supplier satisfies Rand Water that the mass of the product delivered is accurate.

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3. The Successful Supplier shall indicate the distance (in km) from the weighbridge to the delivery point and the method of weighing used to satisfy Rand Water that the mass of the product delivered is accurately determined.
 4. Calibration of the weighbridge used must be certified and assized for any current year by the Government assizer and bear the Official Assize Stamp. The supplier is required to submit to Rand Water calibration certificates on a regular basis.
 5. The weighbridge certificate of mass determination must be supplied within 24 hours of delivery.
 6. The use of any weighbridge other than that identified above without prior notification to Rand Water would constitute a breach of contract. Such notification would require confirmation by the Successful Supplier in writing. If the use of an alternative weighbridge is accepted by Rand Water, the alternative must meet all the requirements as indicated in 1 to 5 above.

3.2.9 Container/Equipment Issues

1. Any receptacles and/ or vessels for containing chemicals supplied, such as tankers:
 - 1.1. Must be leak-proof and or undamaged.
 - 1.2. Any leaking and or damaged tanks will be returned to the Supplier
 - 1.3. All costs incurred resulting from leaking tankers/trucks or containers and spillages caused by the Supplier will be for the successful Supplier's account.
2. Should a leaking/ damaged truck or container arrive at Rand Water's sites, it will not be allowed to offload.

3.2.10 Transportation of Bulk Chemicals

1. The vehicle driver must be a Certified Hazchem Driver and must have a current Professional Drivers Permit.
2. The vehicle used for the delivery of chemicals must be adequately equipped to offload chemicals at the delivery point.
3. The vehicle must also be in sound operational condition to ensure no leakage of chemicals, oils and other undesirable substances when delivering or transporting chemicals to the site.
4. The supplier shall keep his transport on defined roads and shall be liable to Rand Water for any damage caused by his vehicles to Rand Water's installations.
5. The vehicle is to be clearly marked and carry all necessary safety equipment as per SANS 10232 Part 1 to 3, to ensure that off-loading can be conducted in a manner that will not endanger the environment or personnel.
6. The Successful Supplier must provide emergency contact details of a responsible person who can deal with any situation arising from a delivery or any other problem directly linked to the use of the chemical supplied.
7. Non-compliance with clause 13.3.1c (General Conditions of Contract) shall render the vehicle unfit to enter the premises. The Successful Supplier, however, will still be responsible for ensuring that the product is delivered.
8. The road vehicles and equipment used for delivering ammonium hydroxide should satisfy the requirements of Chapter VIII of the National Road Traffic Regulation 2000 as framed under the National

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Road Transportation Act & Regulation 93/1996 also the incorporated standard and code of practices (SANS 10232 Part 1 to 3) at any time up to and including the date of completion of the contract.

9. Written agreements between the Supplier and Transporter shall be in place as per National Road Traffic Regulation 2000, as Transportation of Dangerous Goods SANS 10232 Part 1 to 3.
10. Non-compliance with the above will render the supplier in breach of contract, and any remedial work arising from such a situation will be for the supplier's account.

3.2.11 Strategic Stockholding Requirements

The Successful Supplier is required to hold strategic stock equivalent to a single month supply based on the average usage of product by the sites at its premises and cost. Rand Water reserves the right to audit the stock holding at the Successful Supplier's premises at any time during the contractual period. Should this ever drop to a level below one month of stock, Rand Water is to be immediately notified.

3.2.12 Non-Exclusivity

This Agreement does not appoint the Supplier as either an exclusive Supplier or a preferred supplier, and Rand Water's rights to obtain the product from any other supplier are expressly reserved.

3.2.13 Plant Visit

1. The Successful Supplier must visit the relevant sites of Rand Water at least on a biannual basis.
2. Biannual liaison meetings (at a minimum) are required to clarify contractual and operational issues.
3. The purpose of the site visits and liaison meetings is to inter alia, review the supplier's performance in terms of the contract, to evaluate product usage, review product and transport prices and discuss any challenges.
4. The Supplier agrees to facilitate and accommodate scheduled manufacturers' visits and engagements by Rand Water or its designated representatives to review and verify the Manufacturing process. Such visits and engagements shall occur at mutually agreed-upon times during the contract term.
5. The Supplier acknowledges that these visits and engagements are essential for ensuring accurate and transparent sustainability reporting.

3.2.14 Inspection

Rand Water reserves the right to arrange for the inspection of the product and/or the manufacturer/supplier's premises at any stage before final acceptance of the tender or at any time during the contract period.

When an inspection at the supplier's offices or warehouse is requested, Rand Water's authorised representatives shall have reasonable access to the premises of the Supplier at all times during working hours.

3.2.15 Chemical Substance Training

The supplier needs to assist Rand Water with emergency preparedness training and have an Emergency response procedure in place in the case of spillage.

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The supplier needs to assist Rand Water with technical training (if required) of Rand Water's Operational Staff to ensure that plants are operated and maintained in a way that avoids accidents and emergencies at no additional cost to Rand Water.

3.2.16 Inadequate Performance

1. If Rand Water is of the opinion that the Supplier's service level and performance or quality of the product is unsatisfactory or inadequate and not to Rand Water's satisfaction, the details will be reduced to writing, clearly headed "Inadequate Performance", and sent to the Supplier. In the event that the Supplier is unable to remedy any complaints to Rand Water's satisfaction within seven (7) days of such notice of inadequate performance, Rand Water may, by written notice, immediately terminate this agreement.
2. In the event that the supplier repeats the inadequate performance, Rand Water may, by written notice, immediately terminate this agreement.
3. Should the supplier deliver a consignment of chemicals that does not meet the performance level of the sample submitted with the tender documents, then this will be considered as inadequate service and performance. Should the Supplier deliver more than one consignment of chemical that does not meet the performance level of the sample submitted with the tender documents, then Rand Water reserves the right to immediately terminate this agreement by written notice.
4. If either party to this contract is prevented from or delayed in performing any of its obligations under this contract, other than payment of money as contemplated, such party shall forthwith notify the other party in writing of the nature and expected duration of such circumstances. Should the explanation thus given be acceptable to the last-mentioned party (whose acceptance shall not be unreasonably withheld), the party giving the notice shall be excused from performance or punctual performance, as the case may be, for a period not exceeding 3 months.

Should:

- (a) Any of the parties be excused from performance in accordance with the aforesaid clause for the same reason on more than 1(one) occasion within 1(one) month from each other, or
 - (b) Should a party be unable to perform for a period in excess of 3 (three) months,
 - (c) Then the other party shall be entitled, at its sole discretion, to summarily terminate this agreement by written notice to the other party. In such an event, each party shall absorb its own costs and losses occasioned by such termination, and neither party shall have the right to claim damages or any other amount from the other party.
5. Should the Supplier fail to meet the three (3) day lead time in excess of three (3) instances per year/plant, Rand Water may immediately terminate this agreement.

3.2.17 Termination of Contract

Upon the occurrence of any of the following events, Rand Water shall have the right to terminate this agreement forthwith by notice in writing to the Supplier without prejudice to any right Rand Water may have against the Supplier for damages or otherwise, if:

1. The supplier effects or attempts to effect a compromise or composition with its creditors.
2. The supplier is provisionally or finally liquidated, is placed under curatorship, or is placed in judicial management, whether provisionally or final.
3. The supplier ceases or threatens to cease to carry on its normal line of business in the Republic of South Africa.
4. The supplier has caused or allowed any judgment to be entered against it which will materially impact

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the Services and has failed within 14 (fourteen) days after such judgment comes to its knowledge to take steps to appeal against or apply for rescission of such judgment.

5. The supplier has passed a special resolution for its winding up or dissolution other than for bona fide restructuring.
6. The supplier defaults or threatens to default in the payment of its liabilities generally, or commit any act or omission, which would, in the case of an individual, be an act of insolvency in terms of the Insolvency Act, 1936 (as amended).
7. Any event that results in a change in control or staffing of the supplier that materially affects, or may materially affect, its ability to fulfil its obligations under this agreement and/ or provide the Services or the black economic empowerment status of the Supplier.
8. A Party, notwithstanding what is contained elsewhere in this agreement, gives 3 month's written notice to the other party of its intention to terminate this agreement at any time prior to the expiry of the 20-year period provided that, in the event of termination by notice in terms of this sub-clause neither party shall have any claim against the other party arising out of the termination of the agreement.
9. The 20-year term of the agreement expires.
10. Promptly following a failure by the Supplier to meet a service level or quality standard, which shall be deemed a material breach, Rand Water gives notice to the Supplier under clause 3.2.16, the supplier shall be deemed not to have cured that default if the Supplier fails to again meet that Critical Service Level during the remedy period provided for such first default under clause 3.2.16 plus 2 months thereafter.
11. The Supplier renders "Inadequate Performance" and fails to improve upon the performance as provided for in clause 3.2.16
12. Either party may terminate the agreement by reason of the material breach of the agreement by the other party. Such termination shall be without prejudice to any other claim that either party may have, whether under this agreement or in law, including any claim for damages.
13. For the purposes of this clause a breach shall be deemed to be material if:
 - (i) It goes to the root of the agreement, and the Party committing the breach fails to cure the breach within 14 days (or in the case of a payment obligation within 14 days) of receipt of written notice from the other Party calling on it to do so.
 - (ii) Such breach is one identified as such in terms of the delivery date, quality standards and or service levels and the Supplier fails to cure the breach as per clause 3.2.17 (i).
 - (iii) Or otherwise, a reasonable number of non-material breaches that collectively constitute a material breach, as defined in and the Supplier fails to cure the breach as per 3.2.17 (i).
 - (iv) As provided in 3.2.17 (iii) above, if either Party commits any non-material breach of this agreement, then the other Party may claim specific performance or damages or both, as the case may be, but shall have no right of termination.

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PART C4: SITE INFORMATION

C4. SITE INFORMATION

1. Zwartkopjes Booster Pumping Station is situated approximately 20km to the south of Johannesburg. GPS Coordinates: Latitudes: -26.344913 | Longitudes: 28.065999
2. Eikenhof Booster Pumping Station is situated on the Johannesburg-Wakerville and Vereeniging Road R82, approximately 1km north of the intersection with Alberton-Eikenhof Road (R556). GPS Coordinates: Latitude: -26.277408; Longitude: 27.967844.
3. Palmiet Booster Pumping Station is situated on the farm Palmietfontein approximately 1km east of the intersection of the Zwartkopjes and Overburry Roads. GPS Coordinates: Latitude -26.306108; Longitude: 28.091168
4. Mapleton Booster Pumping Station is situated approximately 2km south of Mapleton railway station and east of the Alberton-Heidelberg Road, approximately 18km southeast of Alberton. GPS Coordinates: Latitude: -26.357681; Longitudes: 28.252610.