



# REQUEST FOR BID SUPPLY AND DELIVERY

Form No: RW SCM 00047 F  
Revision No: 08  
Effective Date: 15 Aug 2025

**BID NUMBER: RW10410343/26**

**BID DESCRIPTION: SUPPLY AND DELIVERY OF SACRIFICIAL ANODE CATHODIC PROTECTION (SACP) SYSTEM CONSUMABLE MATERIALS AND MONITORING POINTS ALONG THE COMBINED SYSTEM OF RAND WATER PIPELINE NETWORK AND PLANT HIRE.**

<b>ISSUE DATE:</b>	FRIDAY, 19 JUNE 2026	
<b>NON-COMPULSORY BRIEFING SESSION DATE:</b>	N/A	N/A
<b>BRIEFING SESSION VENUE:</b>	N/A	
<b>CLOSING DATE:</b>	JULY, 10 JULY 2026	AT 12 : 00PM
<b>SITE VIEWING DATE/S:</b>	N/A	

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
<b>CONTACT PERSON</b>	SANDISILE ZULU	<b>CONTACT PERSON</b>	TSHEPO MORARE
<b>TELEPHONE NUMBER</b>	011 682 0708	<b>TELEPHONE NUMBER</b>	011 682 0708
<b>E-MAIL ADDRESS</b> <small>(Submissions must be made to this address)</small>	sazulu@randwater.co.za	<b>E-MAIL ADDRESS</b>	tmorare@randwater.co.za

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## TABLE OF CONTENTS

SECTION A: BID.....	3
PART T1: BIDDING PROCEDURES.....	3
T1.1. BID NOTICE AND INVITATION TO BID .....	3
T1.2. BID DATA.....	4
T1.3. EVALUATION CRITERIA .....	8
PART T2: RETURNABLE DOCUMENTS.....	13
T2.1. LIST OF RETURNABLE DOCUMENTS.....	13
T2.2. RETURNABLE SCHEDULES.....	16
SECTION B: CONTRACT.....	48
PART C1: AGREEMENT AND CONTRACT DATA .....	48
C1.1. FORM OF OFFER AND ACCEPTANCE .....	48
C1.2. CONTRACT DATA .....	53
PART C2: PRICING DATA .....	65
C2.1. PRICING ASSUMPTIONS .....	65
C2.2. PRICING SCHEDULES / BILLS OF QUANTITIES (BoQ).....	65
PART C3: SCOPE OF WORK .....	66
C3.1. DATES FOR DELIVERY AND COMPLETION .....	66
PART C4: SITE INFORMATION.....	67
C4. SITE INFORMATION.....	67

## SECTION A: BID

### PART T1: BIDDING PROCEDURES

#### T1.1. BID NOTICE AND INVITATION TO BID

<p>Rand Water invites bids for the <b>SUPPLY AND DELIVERY OF SACRIFICIAL ANODE CATHODIC PROTECTION (SACP) SYSTEM CONSUMABLE MATERIALS AND MONITORING POINTS ALONG THE COMBINED SYSTEM OF RAND WATER PIPELINE NETWORK AND PLANT HIRE.</b></p> <p>The technical requirements for the equipment are fully stated in the bid documentation.</p>	
<b>Procurement Procedure</b>	Rand Water uses a single volume approach.
<b>Awarding Strategy</b>	The number of suppliers to be awarded this bid is <b>01</b> .
<b>Access to the Bid Documents</b>	<p>The bid documents are downloadable on the National Treasury e-Tender Publication portal which can be accessed through the following link: <a href="http://www.etenders.treasury.gov.za">http://www.etenders.treasury.gov.za</a>.</p> <p>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.</p> <p>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.</p>
<b>Bid Clarifications</b>	<p>Bidders can seek clarification by no later than <b>fifteen (15)</b> calendar days before the bid closing date.</p> <p>Rand Water will provide a final response on clarifications by no later than <b>ten (10)</b> calendar days before the closing date.</p>
<b>Bid Addenda</b>	Rand Water shall issue addenda, where applicable, by no later than <b>ten (10)</b> calendar days before the closing date. Bid addenda will be published on the eTender Publication Portal.
<b>Bid Submission Location</b>	<p>Bids must be submitted before or on closing date and time at the following address:</p> <p>Rand Water Head Office   522 Impala Road   Glenvista   2058 (in the Bid Submissions Box at the Main Gate)</p>
<b>Bid Validity</b>	<p>To be valid for <b>180</b> days after closing date</p> <p>Rand Water reserves the right to extend the validity period for a period reasonable for business requirements.</p>

## 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	<p>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.</p> <p>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.</p> <p>An alternative tender offer must only be considered if the main tender offer is the winning tender.</p> <p>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.</p>
T1.2.8	<p>Bidders must submit <b>one (1)</b> original bid document and returnables.</p> <p>USB flash drive with pdf format of the bid document and returnables may be provided in addition of the required document.</p> <p>The Employer's address for delivery of the bid offers is stated in the Bid Notice and Invitation to Bid.</p> <p>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.</p>
T1.2.9	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
T1.2.10	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.

T1.2.11	The bid offer validity period is as stated in the Bid Notice and Invitation to Bid. <i>No bid substitutions will be allowed after the closing date and time.</i>
T1.2.12	See T2.1 List of Returnable Documents for a comprehensive list of certificates and additional documents required for submission with this bid.
T1.2.13	<p><i>Rand Water's evaluation process comprises of the following steps. Specific criteria to be utilised for this bid are contained in <a href="#">T1.3 Evaluation Criteria</a></i></p> <p><b>a) Test for responsiveness/ Pre-qualifiers</b>  <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></p> <p><b>b) Functionality evaluation</b>  <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></p> <p><b>c) Preference Point System</b>        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.</p> <p><b>i. Price Analysis</b>        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.</p> <p><b>ii. Specific Goal</b></p> <p>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.</p> <p>Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</p>

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

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

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

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

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

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

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***

**BBBEE STATUS (P<sub>p</sub> = 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.**

**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 (P<sub>F</sub>) shall be the sum total of the product of quality criteria by weight allocated.

The total number of adjudication points (P<sub>T</sub>) shall equal the sum of the bid price points (P<sub>s</sub>) and the BBBEE status points (P<sub>p</sub>) i.e.

**P<sub>T</sub> = P<sub>s</sub> + P<sub>p</sub>**

	<p><b>Rand Water does not bind itself to accept the bid with the highest number of adjudication points.</b></p>
T1.2.14	<p>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.</p>

### T1.3. EVALUATION CRITERIA

#### T1.3.1. TEST FOR RESPONSIVENESS (BID SPECIFIC)

1. Fully completed and signed Form of Offer. (Note: for foreign currency complete the amount in full where applicable and if no applicable state N/A).
2. The use of correction fluid or any other similar substance to make corrections is not permitted.
3. In an event where the bidder is not an Original Equipment Manufacturer (OEM) for the Sacrificial Anode Cathodic Protection (SACP) System consumable materials and monitoring points, the bidder **must** submit a letter from the OEM confirming that they are an authorised warranty service provider.

### T1.3.2. FUNCTIONALITY EVALUATION (BID SPECIFIC)

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

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:

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
A.	<p><b><u>Record of Previous Experience relevant to the current scope/ work (with contactable client ref.)</u></b></p> <p>This is based on service provider’s history and managing projects of a similar nature to this bid (as specified in the scope of work). The reference must be written confirmation on the company letter head and signed by the clients, and it may include a completion certificate.</p>	T2.2.10	10	<p><b>4-point scale</b></p> <p><b>None – 0%</b></p> <p><b>Weak – 33.3%</b> Between One (1) and Three (3) Reference letters of similar work to the bid.</p> <p><b>Moderate – 66.7%</b> Between Four (4) and Five (5) Reference letters of similar work to the bid.</p> <p><b>Good – 100%</b> Six (6) and Above Reference letters of similar work to the bid.</p>
B.	<p><b><u>Quality Management Systems</u></b></p> <p>Evidence of being ISO 9001 certified (certificate issued by a certification agency) or In-house QMS in place (demonstrated by submission of an approved quality management manual, at a minimum).</p>	N/A	5	<p><b>3-point scale</b></p> <p><b>None – 0%</b> Non-submission, submission of irrelevant documentation or submission of missing information or unsigned In-house QMS.</p> <p><b>Moderate – 66.7%</b> Submission of a signed quality management manual for in-house QMS.</p> <p><b>Good – 100%</b> Submission of ISO 9001 certificate issued by a certification agency.</p>
C.	<p><b><u>Human Resource Capacity</u></b></p>	T2.2.11	15	<p><b>4-point scale</b></p> <p><b>None – 0%</b></p>

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
	<p>Adjudicated based on Human Resource Capacity; Company organogram showing resources relevant to the scope of work. The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work.</p> <p><b>Required human resources:</b></p> <ul style="list-style-type: none"> <li>• Production manager (Eng degree/production management degree)</li> <li>• Process engineers (Engineering degree and NACE qualification)</li> <li>• Quality control specialist (Qualify assurance certificate)</li> <li>• Technicians (National diploma)</li> <li>• Artisans (Trade test certificate)</li> <li>• Riggers (Trade test certificate)</li> <li>• Truck drivers ((PDP and minimum code 10)</li> </ul>			<p>No submission</p> <p><b>Weak – 33.3%</b> Between One (1) and Two (2) required human resources reflected on the organogram and CV and qualifications submitted for the required resources.</p> <p><b>Moderate – 66.7%</b> Between Three (3) and Five (5) required human resources reflected on the organogram and CV and qualifications submitted for the required resources.</p> <p><b>Good – 100%</b> Between Six (6) and Seven (7) required human resources reflected on the organogram and CV and qualifications submitted for the required resources.</p>
D.	<p><b><u>Equipment Resource Capacity</u></b> Adjudicated based on Equipment Resource Capacity related to the scope of work. The purpose is to establish an overall picture of the company's equipment resource capacity and ability to undertake the work. Rand Water will confirm the information submitted when conducting due diligence.</p> <p><b>Required equipment resources:</b></p> <ul style="list-style-type: none"> <li>• Workshop space, (proof of ownership/lease agreement)</li> <li>• FAT facility with multimeter, (proof of calibration certificate).</li> <li>• Spectrograph testing equipment for Magnesium alloys and backfilling material (proof of ownership/lease agreement),</li> <li>• Transportation equipment's: crane</li> </ul>	T2.2.12	20	<p><b>3-point scale</b></p> <p><b>None – 0%</b> No submission</p> <p><b>Moderate – 66.7%</b> Workshop space and FAT facility supporting documents.</p> <p><b>Good – 100%</b> Workshop space, FAT facility, Spectrograph, crane mounted truck and forklift supporting documents.</p>

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
	mounted truck and forklift (vehicle registration paper/ proof of hire)			
E.	<p><b><u>Project Risk Management</u></b></p> <p>As per risk register provided.</p>	T2.2.16	10	<p><b>4-point scale</b></p> <p><b>None – 0%</b> No response provided to Project Risk Management section or responses provided are not relevant to the identified risks.</p> <p><b>Weak – 33.3%</b> Relevant responses were provided to some of the risks outlined in this bid.</p> <p><b>Moderate – 66.7%</b> Relevant responses were provided to all the risks outlined in this bid.</p> <p><b>Good – 100%</b> Relevant responses were provided to all the risks outlined in this bid and further relevant risks were identified, classified and a response strategy and actions were provided by the bidder.</p>
F.	<p><b><u>Detailed Project Programme</u></b></p> <p>Aligned with employer's completion dates with the following specifications:</p> <ul style="list-style-type: none"> <li>• on a Gantt chart format</li> <li>• detail at least activity level 3</li> <li>• Resource loaded</li> <li>• Critical path</li> </ul>	N/A	10	<p><b>3-point scale</b></p> <p><b>None – 0%</b> No submission</p> <p><b>Moderate – 66.7%</b> Activity level 3, Gantt chart format and critical path</p> <p><b>Good – 100%</b> Gantt chart format, activity level 3, critical path and resource loaded.</p>
G.	<p><b><u>Method Statement</u></b></p> <ul style="list-style-type: none"> <li>• Specific method statement in accordance with the scope of work</li> <li>• Aligned with Contractual requirements</li> <li>• Credible/Acceptable</li> </ul> <p>A detailed method statement to include the following required items as per the scope of work:</p>	N/A	25	<p><b>4-point scale</b></p> <p><b>None – 0%</b> No submission</p> <p><b>Weak – 33.3%</b> Inspection (FAT) and detailed quality control plan applicable to the scope addressed in the method statement as per the scope of work.</p>

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
	<ul style="list-style-type: none"> <li>• Manufacturing (where applicable),</li> <li>• Inspections (FAT),</li> <li>• Supply,</li> <li>• Detailed Quality Control Plan applicable to the scope,</li> <li>• Procurement</li> <li>• Delivery of the CP equipment and plant hire</li> </ul>			<p><b>Moderate – 66.7%</b>            Inspection (FAT), detailed quality control plan applicable to the scope, delivery of the CP equipment and plant hire, and procurement addressed in the method statement as per the scope of work.</p> <p><b>Good – 100%</b>            Inspection (FAT), detailed quality control plan applicable to the scope, delivery of the CP equipment and plant hire, procurement, supply and manufacturing (where applicable) addressed in the method statement as per the scope of work.</p>
H.	<p><b><u>SHERQ</u></b>            Adjudicated based on Service provider's Health &amp; Safety Policy, Plan and documentation submitted</p>	N/A	5	<p><b>3-point scale</b></p> <p><b>None – 0%</b>            Non-submission</p> <p><b>Moderate – 66.7%</b>            Submission of Project specific SHE plans and Project specific baseline risk assessment</p> <p><b>Good – 100%</b>            Submission of H&amp;S signed policy, Project specific SHE plans, Project specific baseline risk assessment, Service provider's SHE management system.</p>
<b>TOTAL</b>			<b>100</b>	

**T1.3.3. PREFERENCE POINT SYSTEM**

The **80/20** 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.

## 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.	<ul style="list-style-type: none"> <li>• Compulsory Enterprise Questionnaire</li> <li>• SBD 6.1 Preference Points</li> <li>• SBD 4 Bidder's Disclosure</li> </ul>	<ul style="list-style-type: none"> <li>• Complete and fully sign T.2.2</li> <li>• Complete and fully sign SBD 6.1</li> <li>• Complete and fully sign SBD 4</li> </ul>
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.	<ul style="list-style-type: none"> <li>• Refer to Functionality evaluation T1.3.2 for required documents.</li> </ul>	<ul style="list-style-type: none"> <li>• Submit document as referenced in T1.3.2</li> </ul>
2.	<ul style="list-style-type: none"> <li>• B-BBEE or Sworn affidavit certificate</li> </ul>	<ul style="list-style-type: none"> <li>• Attach copy</li> </ul>
3.	<ul style="list-style-type: none"> <li>• Requirements with regard to fluctuations in the cost of labour and materials</li> <li>• FOB Prices of imported equipment/materials for which foreign exchange would be required and importing charges.</li> </ul>	<ul style="list-style-type: none"> <li>• Complete T2.2.6</li> <li>• Complete T2.2.7</li> </ul>

**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 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 T2.2.8
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

## 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 interest<sup>1</sup> 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 institution	State

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:  
 .....  
 .....

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

---

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



---

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**SBD 6.1**

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) 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
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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.

**2. DEFINITIONS**

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

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

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	16	
4	12	
5	8	
6	6	
7	4	
8	1	
Non-compliant contributor	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
- 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**T2.2.3. PROPOSED SUBCONTRACTORS**

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

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

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

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

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

Name of Bidder: \_\_\_\_\_

Signed by or on behalf  
of Bidder: \_\_\_\_\_

Official  
Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

**T2.2.4. ALTERNATIVE BID**

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

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

Name of Bidder: \_\_\_\_\_

Signed by or on behalf of Bidder: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_





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

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

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

\* Delete whichever is not applicable.

**FORMULAE OR BASIS FOR THE ADJUSTMENT OF THE BID PRICE**

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

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

.....  
.....

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

.....  
.....  
.....  
.....

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

.....  
.....  
.....

Name of Bidder:

Signed by or on behalf of Bidder: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

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

T2.2.7.1 The 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.

T2.2.7.2 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.

T2.2.7.3 If no items are to be imported or if firm prices are submitted the relevant section of the schedule (TABLE T2.2.11) 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.

T2.2.7.4 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.

T2.2.7.5 The Tenderer **shall** sign each schedule.

T2.2.7.6 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.

T2.2.7.7 All services (i.e. installation, commissioning costs, etc.) related to the handling of the equipment/materials shall be quoted in South African Rand (**ZAR**).

T2.2.7.8 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**.

T2.2.7.9 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 T.2.2.11) is deemed as fixed and firm prices.

T2.2.7.10 The Employer will only take out Forward Cover for the equipment/material as fully completed in this schedule (TABLE T.2.2.11) 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 T2.2.11).

**T2.2.7.1.**

"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**.

Name of Tenderer: \_\_\_\_\_

Signed by or on behalf of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

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

Item	Description and country of origin	Rate of exchange	F O B value	
			Already imported	To be imported
			<b>ZAR</b>	<b>ZAR</b>
Total f o b values				

**Table T2.2.11: F O B Prices**

The above Table T2.2.11 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 T2.2.11 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).

.....

.....

Item	Rate	Total
PORT OF LANDING .....	<b>R</b>	<b>R</b>
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 T2.2.11: F O B Prices**

Guaranteed date of shipping .....

Guaranteed date of delivery to railway authority .....

Name of Tenderer: \_\_\_\_\_  
\_\_\_\_\_

Signed or on behalf of Tenderer: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

**T2.2.8. DECLARATION OF INSURANCES**

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

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

**Table T2.2.8: Declaration of Insurance**

Copies of the abovementioned policies are attached.

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

Contractor:

Signed by or \_\_\_\_\_  
on behalf of \_\_\_\_\_ city:  
Contractor: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

Name of Bidder:

Signed by or on behalf of Bidder: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

Name of Bidder: \_\_\_\_\_

Signed by or on behalf of Bidder: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

Name of Bidder: \_\_\_\_\_

Signed by or on behalf of Bidder: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

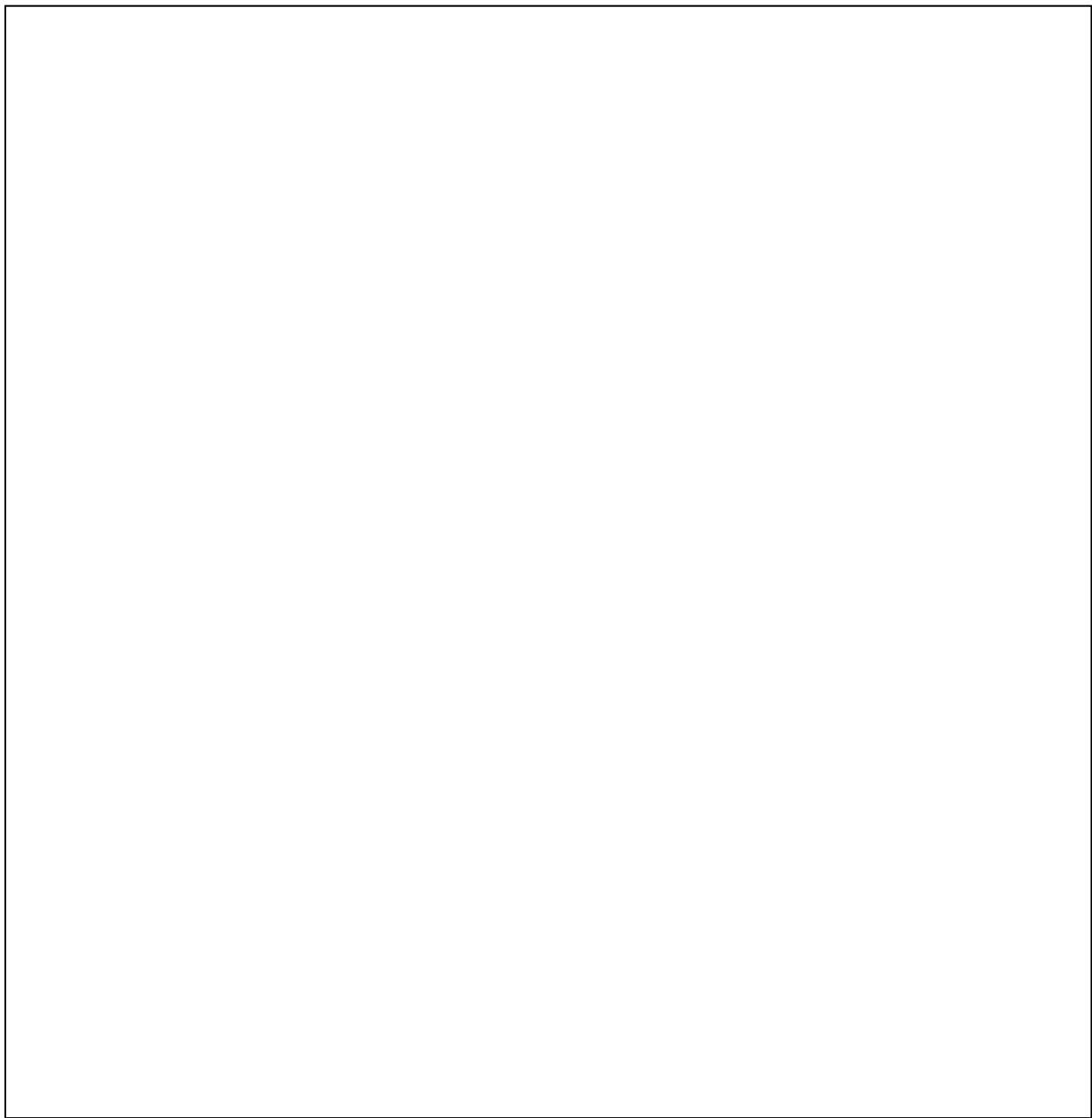
Date: \_\_\_\_\_

**T2.2.11. HUMAN RESOURCE CAPACITY SCHEDULE**

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

**T2.2.11.1. Project Team Organogram vs. Company Organogram**

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



cont.



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

Contract or Work Title	Client	Contract Value (excl. VAT)	Role <sup>NOTE 1</sup>	Progress
				Award Date: Completion Date: % Complete: Stage <sup>NOTE2</sup> :
				Award Date: Completion Date: % Complete: Stage <sup>NOTE2</sup> :
				Award Date: Completion Date: % Complete: Stage <sup>NOTE2</sup> :
				Award Date: Completion Date: % Complete: Stage <sup>NOTE2</sup> :

**NOTES**

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

Name of Bidder: \_\_\_\_\_

Signed by or on behalf of Bidder: \_\_\_\_\_

Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_



**T2.2.13. SAFETY, HEALTH, AND ENVIRONMENT**

**1. Safety and Health Policy**

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

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

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

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

Bidders shall submit the project specific SHE risk assessment.

**4. DIFR Status**

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

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

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

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

**Table T2.2.17: Safety, Health, and Environment**

Name of Bidder: \_\_\_\_\_

Signed by or on behalf of Bidder: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_





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

Number recommended	Description	Price each
		R

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

.....  
 .....  
 .....

Special tools provided .....

.....  
 .....  
 .....

Name of Bidder:

Signed by or on behalf of Bidder: \_\_\_\_\_ Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

**T2.2.16. PROJECT RISK MANAGEMENT**

PROJECT RISK MANAGEMENT REGISTER FOR CONTRACT									
Please fill in the blank columns labelled Response Strategy and Response Action for each Risk Event listed in the table below:									
RISK IDENTIFICATION						QUALITATIVE RISK ASSESSMENT		RISK RESPONSE PLAN	
#	RISK CATEGORY	RISK EVENT	CAUSE	EFFECT	THREAT OR OPPORTUNITY	PROBABILITY	IMPACT	RESPONSE STRATEGY	RESPONSE ACTIONS
1	Handling and Storage	Damage to anodes	Poor handling procedure during loading and offloading	Anode damage and malfunction	Threat	Medium	High		
2	Transportation	Delays in the delivery of anodes	Lack of adequate manufacturing equipment and material	Delayed installation of anodes and pipeline not protected from corrosion	Threat	Medium	Medium		
3	Plant Breakdown	Delay in the installation	Lack of maintenance	Prolong the duration of the work	Threat	High	High		

<b>PROJECT RISK MANAGEMENT REGISTER FOR CONTRACT</b>									
Please fill in the blank columns labelled Response Strategy and Response Action for each Risk Event listed in the table below:									
RISK IDENTIFICATION						QUALITATIVE RISK ASSESSMENT		RISK RESPONSE PLAN	
#	RISK CATEGORY	RISK EVENT	CAUSE	EFFECT	THREAT OR OPPORTUNITY	PROBABILITY	IMPACT	RESPONSE STRATEGY	RESPONSE ACTIONS
4									
5									



PROJECT RISK MANAGEMENT REGISTER FOR CONTRACT									
Please fill in the blank columns labelled Response Strategy and Response Action for each Risk Event listed in the table below:									
RISK IDENTIFICATION						QUALITATIVE RISK ASSESSMENT		RISK RESPONSE PLAN	
#	RISK CATEGORY	RISK EVENT	CAUSE	EFFECT	THREAT OR OPPORTUNITY	PROBABILITY	IMPACT	RESPONSE STRATEGY	RESPONSE ACTIONS
6									

Name of Bidder: \_\_\_\_\_

Signed by or on behalf of Bidder: \_\_\_\_\_

Official Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

**T2.2.17. PENALTY TABLE**

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

<b>PENALTY TABLES</b>					
<b>DELAYS ON ITEMS ATTRACTING PENALTIES</b>	<b>Value of Contract (Excl VAT.) in millions R</b>				
	<b>&lt;1</b>	<b>≥1&lt;5</b>	<b>≥5&lt;20</b>	<b>≥20&lt;50</b>	<b>≥50</b>
PROGRAMME AND PRELIMINARY DOCUMENTS (Rand's per day delay)	1 000	5 000	10 000	10 000	10 000
DELIVERY OF ANODES, TLB AND LOW BED (Rand's per day delay)	2 500	10 000	15 000	20 000	25 000
<b>SHERQ</b>					
a)SHERQ non conformances, corrective and preventative actions not resolved within the agreed target dates	500	2 500	5 000	5 000	5 000
Agreed target dates exceeding 5 working days					
b)Non-reporting of SHERQ incidents and statistics within the required timeframe	500	2 500	2 500	5 000	5 000
Within a shift / Within 24 hrs					
c) Repeat SHERQ non conformances	1 000	5 000	10 000	10 000	10 000
d) Overtime Work without the required approvals during Construction phase (Rands)	1 000	5 000	10 000	10 000	10 000

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 NO: **RW10410343/26**.....

TO: The Tender Box  
Rand Water Head Office  
522 Impala Road  
Glenvista  
Johannesburg  
Attention: **Mr / Tshepo Morare**.....

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

for the sum of in **USD** (\$ \_\_\_\_\_)  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes \***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **GBP** (£ \_\_\_\_\_)  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes \***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **any other currency** \_\_\_\_\_  
(\_\_\_\_\_ **Amount in Words inclusive of all taxes \***)  
or such other sum as may be determined in accordance with the Conditions of Contract.

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

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

We agree to abide by this Tender for a period of 180 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 SACRIFICIAL ANODE CATHODIC PROTECTION (SACP) SYSTEM CONSUMABLE MATERIALS AND MONITORING POINTS ALONG THE COMBINED SYSTEM OF RAND WATER PIPELINE NETWORK AND PLANT HIRE** should be executed by the Contractor, and has accepted a bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

**The Employer and the Contractor agree as follows:**

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

h. Additional Information Provided by Contractor (where applicable)

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
  
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

Authorised signature of Employer

Authorised signature of Contractor

\_\_\_\_\_  
for and on behalf of the Employer

\_\_\_\_\_  
for and on behalf of the Contractor

Name: \_\_\_\_\_  
Designation: **CHIEF EXECUTIVE**  
Date: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

In the presence of the undersigned witnesses:

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

## C1.2. CONTRACT DATA

### C1.2.1. GENERAL CONDITIONS

#### 1. GENERAL PROVISIONS

##### 1.1 Definitions

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

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

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

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

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

1.1.5 **“Country”** means the Republic of South Africa.

1.1.6 **“day”** means a calendar day.

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

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

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

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

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

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

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

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

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

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

1.1.17 **“Party”** means either the Purchaser or the Supplier.

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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 Interpretation

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

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

## 1.3 Law

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

## 1.4 Contract Agreement

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

## 1.5 Priority of Documents

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

## 1.6 Communications

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

## 1.7 Notices

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

1.7.1 Delivered by hand (with a transmittal note) — on the date of delivery, or

1.7.2 Sent by pre-paid registered post — 7 calendar days after posting, or

1.7.3 Sent by e-mail — on the day the e-mail is transmitted.

## 1.8 Domicilium

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

## 1.9 Whole Contract

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

## 1.10 Non-Waiver

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

## 1.11 Confidential Details

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

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

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

(a) any matter generally available in the public domain otherwise than as a result of a breach of this clause;

(b) any disclosure which may reasonably be required for the performance of that Party’s obligations under the Contract;

(c) disclosure of information which is required by statute, regulation or any other law;

(d) the provision of information to contractors, consultants, sub-contractors or suppliers for purposes of executing the Contract, provided that the obligations of confidentiality herein shall be imposed mutatis mutandis upon such contractors, consultants, sub-contractors or suppliers in their respective contracts; and

(e) the provision of information to any third person with the express written permission of the other Party.

## 1.12 Purchaser’s Use of Supplier’s Documents

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

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

## **2. THE PURCHASER**

### **2.1 Provision of Site**

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

### **2.2 Purchaser's Instructions**

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

### **2.3 Approvals**

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

### **2.4 Technical Information**

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

## **3. PURCHASER'S REPRESENTATIVE**

### **3.1 Authorised Person**

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

### **3.2 Purchaser's Representative**

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

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

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

## **4. THE SUPPLIER**

### **4.1 General Obligations**

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

### **4.2 Supplier's Representative**

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

### **4.3 Subcontracting**

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

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

### **4.4 Assignment**

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

### **4.5 Sufficiency of the Purchase Price**

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

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

## **5. PURCHASER'S LIABILITIES**

### **5.1 Purchaser's Liabilities**

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

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

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

## **6. THE SUPPLIER'S DESIGN AND DOCUMENTATION**

### **6.1 Supplier's Design**

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

### **6.2 Responsibility for Design**

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

### **6.3 Documentation**

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

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

### **6.4 Responsibility for Mistakes in Documentation**

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

## **7. QUALITY ASSURANCE INSPECTIONS AND TESTING**

### **7.1 Quality Assurance**

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

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

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

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

### **7.2 Purchaser's Quality Assurance Representative**

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

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

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

### **7.4 Notice of Inspections and Testing**

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

of the time, date and place at which such Goods will be ready for the said inspections and/or testing. (30 days for outside of Republic of South Africa)

#### **7.5 Inspection and/or Testing**

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

#### **7.6 Non-attendance at Inspections**

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

#### **7.7 Re-inspection of Part or All of the Goods**

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

#### **7.8 Rectification of Defects Revealed by Re-inspection**

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

#### **7.9 Abortive/Repeated Attendance at Inspections/Tests**

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

#### **7.10 Additional Inspections and/or Testing Before Assembly**

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

#### **7.11 Test Facilities**

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

#### **7.12 Supplier's Representation**

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

### **8. PACKAGING AND MARKING OF GOODS**

#### **8.1 Packaging and Covering**

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

#### **8.2 Marking of Packages, Articles and Containers**

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

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

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

### **9. DELIVERY OF GOODS**

#### **9.1 Dates(s) for Delivery**

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

#### **9.2 Programme**

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

#### **9.3 Extension of Time for Delivery**

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

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

#### **9.4 Delay in Delivery of the Goods**

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

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

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

**9.5 Mode and Point of Delivery**

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

**9.6 Information Required Prior to Delivery**

The Supplier shall advise the Purchaser's Representative of:

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

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

**9.7 Delivery Failure**

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

**9.8 Import Agent**

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

**9.9 Goods Lost In Transit**

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

**10. OWNERSHIP AND RISK**

**10.1 Passing of Ownership and Risk**

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

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

**10.2 Ownership and Risk of Free Issue Items**

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

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

**11. GUARANTEE OF THE GOODS**

**11.1 Making Good**

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

**11.2 Guarantee on Replacements**

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

**11.3 Failure to Remedy Defects**

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

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

**12. ON SITE SERVICES**

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

**12.1 Purchaser's Safety Procedures**

The Supplier shall:-

(a) comply strictly with the Purchaser's site SHE Specifications/Rules, applicable legislation, other requirements and regulations from time to time in force, a copy of which is deemed to be incorporated into and shall be read as part of the Agreement;

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

### 12.2 Security of the Site

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

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

### 12.3 Plant, Equipment and Services

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

## 13. LAWS AND REGULATIONS

### 13.1 Statutory Obligations

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

### 13.2 Safety of Goods

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

### 13.3 Environment Conservation Act and Regulations

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

## 14. VARIATIONS AND CLAIMS

### 14.1 Right to Vary

The Purchaser may instruct Variations.

### 14.2 Valuation of Variations

Variations shall be valued as follows:

- (a) at a lump sum price agreed between the Parties ,or
- (b) where appropriate, at rates in the Contract, or

(c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which

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

### 14.3 Early Warning

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

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

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

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

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

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

### 14.4 Right to Claim

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

### 14.5 Variation and Claim Procedure

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

## 15. PURCHASE PRICE AND PAYMENT

### 15.1 Valuation of the Goods

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

**15.2 Monthly Statements**

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

**15.3. Payments**

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

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

**15.4 Currency**

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

**15.5 Set Off**

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

**15.6 Waiver of Lien**

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

**16. TAXES, DUTIES AND PERMITS**

**16.1 Value Added Tax**

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

**16.2 Customs and Excise Duties**

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

**16.3 Responsibility for Taxes**

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

**16.4 Permits and Licenses**

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

**16.5 Custom Tariff Numbers**

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

**17. DEFAULT**

**17.1 Default by the Supplier**

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

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

**17.2 Default by the Purchaser**

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

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

**17.3 Insolvency**

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

**17.4 Payment after Termination**

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

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

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

## 18. CANCELLATION BY PURCHASER

### 18.1 Purchaser's Rights

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

## 19. FORCE MAJEURE

### 19.1 Force Majeure

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

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

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

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

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

## 20. INSURANCE

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

## 21. RESOLUTION OF DISPUTES

### 21.1 Adjudication

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

### 21.2 Notice of Dissatisfaction

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

### 21.3 Amicable Settlement

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

### 21.4 Arbitration

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

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

**C1.2.2. PARTICULAR CONDITIONS OF CONTRACT**

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

Amendments to General Conditions

**Particular Conditions**

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

<b>CLAUSE</b>	<b>CLAUSE HEADING</b>	<b>CONDITION</b>
1.1.14	<b>Latent Defects Liability Period</b>	12 months
1.1.20 3.2	<b>Purchaser's Representative</b>	Tshepo Morare Rand Water 522 Impala Road Glenvista Tel: 011 682 0708 E-Mail tmorare@randwater.co.za
1.1.22 9.5	<b>Site Mode and Point of Delivery</b>	The location of the Site where Delivery of the Goods is effected is:-  Rand Water Pump Station Eikenhof R82, Johannesburg South, Johannesburg, 1872
1.1.28	<b>Works</b>	The works to which or in which the Goods are to be incorporated is:-  The installation of Sacrificial Anode Cathodic Protection (SACP) system along Rand Water combine system pipelines especially in areas where rectifiers were vandalised, therefore as a result non-revenue water loss will be reduced
3.1	<b>Authorised Person</b>	The person authorised to act on the Purchaser's behalf shall be:-  Tshepo Morare

CLAUSE	CLAUSE HEADING	CONDITION
		<p>Rand Water 522 Impala Road Glenvista Tel: 011 682 0708 E-Mail tmorare@randwater.co.za</p>
9.2	<b>Programme</b>	<p>The Programme for the Delivery of the Goods shall be submitted to the Purchaser's Representative within 14 days of the Commencement Date.</p> <p>The programme shall be in MS Projects format unless otherwise agreed with the Purchaser's Representative.</p>



**APPENDIX  
 DECLARATION OF INSURANCE**

I hereby declare that the Insurances enumerated below have been effected in accordance with Conditions of Contract applicable to **Bid Number: [RW10410343/26]**.

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

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

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

**The Bidder is required to submit the following:**

- **Excel® format of the completed pricing schedule or BoQ in a USB flash drive.**
- **Printed format and signed version of the completed pricing schedule or BoQ.**

## PART C3: SCOPE OF WORK

### C3.1. DATES FOR DELIVERY AND COMPLETION

1. It is estimated that the Contract will commence on or before 31 August 2026
2. All equipment and plant shall be handed over by 31 August 2027, and the Contractor's programme shall comply with this requirement by the Employer.

### C3.2. SCOPE OF WORK

The scope comprises of the supply and delivery of monitoring points and consumable material along the Rand Water pipeline network. The scope includes the following subsections, namely:

- Supply and delivery of CP equipment to Rand Water, and
- Supply Plant as and when required.

#### Supply and delivery of CP equipment to Rand Water

The Service Provider or Contractor shall supply and deliver the Cathodic Protection equipment (monitoring points, cables, consumables etc.) to Rand Water Eikenhof as per the detailed Bill of Quantities' (BOQ) and Rand Water Cathodic Protection System Technical Specification 7.5 rev 3.

FAT test shall be done at the supplier premises in the presence of the Rand Water personnel. The certificates shall be provided on delivery of the CP equipment's. All costs related to Rand Water personnel coming to the supplier's premises to witness the test shall be at the supplier's account.

#### Supply of Plants as and when required

The Service Provider shall supply TLB and low bed (TLB transportation to site).

The Plant Scope of work includes:

- Applicable permits
- Loader-Backhoe (TLB) - Wet Rate (with Fuel)
  - Four Wheel Drive.
  - Engine Output of at least 72kW.
  - Fully Enclosed Operator Cab with Sliding Windscreen.
  - Break-Out Force of at least 50kN.
  - Boom range (with bucket) of at least 5m.
  - Bucket Load Capacity of at least 1m<sup>3</sup>.
  - Lifting Height of at least 2.5m.
  - All-Round Lighting Frame.
- Low bed transportation of TLB within the Combined system.

## PART C4: SITE INFORMATION

### C4. SITE INFORMATION

The delivery of the equipment's will be at Rand Water Pump station Eikenhof.

The equipment will be used along Rand Water combined system pipelines. The Combined System consists of but not limited to the following pipelines:

Pipeline	Region	Length (m)	Diameter (mm)	Start	End
A05	VEREENIGING/ZWARTKOPIES	4567	1120	INTAKE NO.2	VEREENIGING SYSTEM 2, 3 AND 4
A09	VEREENIGING/ZWARTKOPIES	4568	1124	INTAKE NO.2	VEREENIGING SYSTEM 2, 3 AND 4
A10	VEREENIGING/ZWARTKOPIES	19050	2134	DALESIDE	ZWARTKOPJES
A16	VEREENIGING/ZWARTKOPIES	8540	535	VEREENIGING PS	VANDERBIJLPARK
A17	VEREENIGING/ZWARTKOPIES	5460	380	VEREENIGING PS	VANDERBIJLPARK
A19	VEREENIGING/ZWARTKOPIES	50,181	2312	VEREENIGING PS	EIKENHOF
A21	VEREENIGING/ZWARTKOPIES	5,826	1200	VEREENIGING PS	VANDERBIJLPARK
A23	VEREENIGING/ZWARTKOPIES	12150	900	LANGERAND	LEEUWKUIL
BG1	VAAL DAM/ZUIKERBOSCH	25795	2305	VAAL DAM	ZUIKERBOSCH PS
BG2	VAAL DAM/ZOEKFORTEIN	8470	3523	VAAL DAM	ZOEKFORTEIN
BG3	VAAL DAM/CONTROL WORKS	8470	3500	VAAL DAM	CONTROL WORKS
B03	VEREENIGING/ZWARTKOPIES	5,896	711	ZUIKERBOSCH PS	SASOLBURG
B04	VEREENIGING/ZWARTKOPIES	46,311	2134	ZUIKERBOSCH PS	PALMIET PS
B05	VEREENIGING/ZWARTKOPIES	9450	1800	ZUIKERBOSCH PS	VEREENIGING PS
B06	VEREENIGING/ZWARTKOPIES	46,342	2100	ZUIKERBOSCH PS	PALMIET PS
B11	VEREENIGING/ZWARTKOPIES	13925	2600	LETHABO PS	VEREENIGING PS
B13	VEREENIGING/ZWARTKOPIES	12,218	2334	ZWARTKOPJES	PALMIET PS
B16	VEREENIGING/ZWARTKOPIES	48,030	2338	ZUIKERBOSCH PS	MAPLETON PS
C03	VEREENIGING/ZWARTKOPIES	7,865	921	ZWARTKOPJES PS	BUTCHERS HILL
C05	VEREENIGING/ZWARTKOPIES	10,060	1220	ZWARTKOPJES PS	FOREST HILL RES
C06	VEREENIGING/ZWARTKOPIES	27,011	914	ZWARTKOPJES PS	LEEUWPOORT
C07	VEREENIGING/ZWARTKOPIES	10,362	1500	ZWARTKOPJES	FOREST HILL
C08	VEREENIGING/ZWARTKOPIES	21447	771	GLADIOLAS RD ELSPARK	VAN DIJK BRAKPAN
C10	VEREENIGING/ZWARTKOPIES	10781	1124	ZWARTKOPJES PS	OPP FOREST HILL
C11	VEREENIGING/ZWARTKOPIES	10255	1226	ZWARTKOPJES PS	TURFFONTEINNEK
C14	VEREENIGING/ZWARTKOPIES	8077	924	OPP FOREST HILL	MOOI STREET JHB
C17	VEREENIGING/ZWARTKOPIES	31852	622	ZWARTKOPJES PS	VAN DIJK BRAKPAN
C20	VEREENIGING/ZWARTKOPIES	9073	900	ELSPARK	LEEUWPOORT
C21	VEREENIGING/ZWARTKOPIES	8,825	1224	BRACKENDOWNS	ALRODE, VG ROAD

C22	VEREENIGING/ZWARTKOPIES	779	830	GLADIOLU RD, ELSPARK	SPRUITVIEW METER
C23	VEREENIGING/ZWARTKOPIES	12028	1182	VEREENIGING RD, ALRODE	KALK RD, BENONI
C24	VEREENIGING/ZWARTKOPIES	9,868	904	ZWARTKOPJES PS	OPP FOREST HILL
G16	VEREENIGING/ZWARTKOPIES	4816	1225	KLIPRIVIERSBERG RES	MOFFAT VIEW/ SOUTH HILL
K01	VEREENIGING/ZWARTKOPIES	5510	460	LANCASTER RD KLEINFONT	BENONI RES
K09	VEREENIGING/ZWARTKOPIES	6280	800	LANCASTER RD KLEINFONT	BENONI RES
T01	VEREENIGING/ZWARTKOPIES	7600	1032	DALESIDE	IRONSIDE
T02	VEREENIGING/ZWARTKOPIES	6838	300	IRONSIDE	SPIOENKOP
T03	VEREENIGING/ZWARTKOPIES	6900	600	IRONSIDE	SPIOENKOP
T04	VEREENIGING/ZWARTKOPIES	7306	500	IRONSIDE	ENNERDALE
T05	VEREENIGING/ZWARTKOPIES	7808	9500	IRONSIDE	ORANGE FARM
T06	VEREENIGING/ZWARTKOPIES	7374	300	METSIALEKOA	PALM SPRINGS
	TOTAL	<b>573,964 km</b>	62029		