RAND WATER	REQUEST FOR BID RFB-PROFESSIONAL SERVICES	Form No: RW SCM 00049 F Revision No: 05 Effective Date: 28 June 2022

BID NUMBER: RW10402859/22

PROVISION OF RISK FINANCING SERVICES INCLUDING (INTER ALIA) INSURANCE BROKING SERVICES, RISK FINANCING STRUCTURE ALTERNATIVES, AND ADVICE AND RISK FINANCING STRATEGY DEVELOPMENT SERVICES AT RAND WATER FOR A DURATION OF (5) FIVE YEARS

ISSUE DATE:	**FRIDAY, 13 JANUARY 2023**	
NON-COMPULSORY BRIEFING SESSION DATE:	**N/A**	
BRIEFING SESSION VENUE:	**NA/**	
CLOSING DATE:	**MONDAY, 20 FEBRUARY 2023**	**AT 12H00PM**
SITE VIEWING DATE/S	**REFER TO T1.1 BID NOTICE AND INVITATION**	

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		**SOURCING MANAGER**	
CONTACT PERSON	**STANLEY GOVENDER**	**CONTACT PERSON**	**NTIKANE RADEBE**
TELEPHONE NUMBER	**011 682 0410**	**TELEPHONE NUMBER**	**011 682 0208**
E-MAIL ADDRESS (Submissions must be made to this address)	sgovend@randwater.co.za	**E-MAIL ADDRESS**	nradebe@randwater.co.za

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SECTION A: BID

PART T1: BIDDING PROCEDURES

T1.1. BID NOTICE AND INVITATION TO BID

Rand Water invites bids for the PROVISION OF RISK FINANCING SERVICES INCLUDING (INTER ALIA) INSURANCE BROKING SERVICES, RISK FINANCING STRUCTURE ALTERNATIVES, AND ADVICE AND RISK FINANCING STRATEGY DEVELOPMENT SERVICES AT. **Potentially emerging or other enterprises that satisfy criteria stated in the Bid Data portion of the document may submit their bid offers.**	
Procurement Procedure	Rand Water uses a single volume approach.
Awarding Strategy	The maximum number of suppliers to be awarded this bid is **1**. *Where the award is made to more than one supplier, Rand Water shall negotiate with the highest ranking pre-determined number of suppliers in order to normalise the prices, prior to award.*
Access to the Bid Documents	The bid documents are downloadable on the National Treasury e-Tender Publication portal which can be accessed through the following link: http://www.etenders.treasury.gov.za. No bid documents will be issued to Contractors at site meetings. Please ensure that bid documents have been downloaded from the National Treasury e-Tender Publication portal prior to the site meeting date. Bids shall only be submitted on the bid documentation that is issued by the Employer. This bid document (as issued through the National Treasury e-Tender Publication portal) must be submitted in full together with the returnable documents.
Bid Clarifications	Bidders can seek clarification by no later than ***fifteen (15)*** calendar days before the bid closing date. Rand Water will provide a final response on clarifications by no later than ***ten (10)*** calendar days before the closing date.
Bid Addenda	Rand Water shall issue addenda, where applicable, by no later than ***ten (10)*** calendar days before the closing date. Bid addenda will be published on the eTender Publication Portal.
Bid Submission Location	Bids must be submitted before or on closing date and time at the following address: *Rand Water Head Office | 522 Impala Road | Glenvista | 2058 (in the Bid Submissions Box at the Main Gate)*
Bid Validity	To be valid for **180** days after closing date Rand Water reserves the right to extend the validity period for a period reasonable for business requirements.

Subcontracting	Bidders must utilise the National Treasury's Central Supplier Database (CSD) for identification of potential subcontractors from the pool of EMEs or QSEs to advance designated groups. The responsibility to subcontract with competent and capable subcontractors rests with the main contractor/ supplier. As far as possible, the bidder must consider subcontractors from the area/s where the project will be taking place.
Rotation of Suppliers	In the spirit of providing equal opportunities to potential suppliers and in view of not supporting monopolies, Rand Water shall apply rotation of suppliers to ensure equitable share in Rand Water's awarded contracts.
Site Viewing Date/s, Time and Venue	N/A

T1.2. BID DATA

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

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

	The Employer's address for delivery of the bid offers is stated in the Bid Notice and Invitation to Bid. The bid submission must be sealed and endorsed with both the bid number and the description of the bid, as it appears on the front cover of this bid.
T1.2.9	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
T1.2.10	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
T1.2.11	The bid offer validity period is as stated in the Bid Notice and Invitation to Bid. *No bid substitutions will be allowed after the closing date and time.*
T1.2.12	See 2.1 List of Returnable Documents for a comprehensive list of certificates and additional documents required for submission with this bid.
T1.2.13	*Rand Water's evaluation process comprises of the following steps. Specific criteria to be utilised for this bid are contained in T1.3 Evaluation Criteria* ***a) Test for responsiveness/Pre - qualification*** *Refer to the criteria as stated in T1.3 of this bid document. All test for responsiveness must be met in order for the bid submission to be considered further.* ***b) Functionality evaluation*** *Refer to the criteria as stated in T1.3 of this bid document. A minimum score of **70 points** must be obtained for the bid submission to be considered further.* ***c) Price*** **i. Price Analysis** Rand Water uses a Financial Tolerance Range to assess how reasonable the market response prices are. These ranges will assist with eliminating bid prices that are deemed to be excessively high or low to complete the works. The higher limit ensures that Rand Water does not pay more that it believes the value of service or goods is worth, and the lower limit ensures that Rand Water is not exposed to risk of work not being completed or prices increasing subsequent to the award because the award price was too low to complete said scope. **ii. Preference Point System** **WHERE PROCUREMENT VALUE IS R0 < R50 000 000 (INCL. VAT):** $$P_S = 80 * \left(1 - \frac{P_t - P_{\min}}{P_{\min}}\right)$$ The following table will be used to calculate the score out of 20 for BBBEE:

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 BBBEE:

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_P = 10/20 maximum)

Quantification of procurement contribution to B-BBEE

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

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

	Bidders will not be disqualified from the bidding process for not submitting a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. ***Such a bidder will score zero(0) out of maximum of 10 for B-BBEE*** ***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_F) shall be the sum total of the product of quality criteria by weight allocated. The total number of adjudication points (P_T) shall equal the sum of the bid price points (Ps) and the BBBEE status points (P_P) i.e. **$P_T = P_S + P_P$** **Rand Water does not bind itself to accept the bid with the highest number of adjudication points.**
T1.2.14	The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

T1.3. EVALUATION CRITERIA

T1.3.1. TEST FOR RESPONSIVENESS

1. Signed Form of Offer.
2. The use of correction fluid or any other similar substance to make corrections is not permitted.
3. Letter of Good Standing from the Department of Labour or an Accredited Institution.
4. Membership certificate from Financial Sector Conduct Authority (FSCA) (Please provide proof)
5. Member of Financial Intermediary Association (Please provide proof)
6. Professional Indemnity of at least R 250 million (Please provide proof)
7. Have established international branches or associates (Please provide proof on associates letterhead or proof of international branches)
8. Be based in Gauteng or have an existing office in Gauteng (Subject to due diligence)

T1.3.2. FUNCTIONALITY EVALUATION

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

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

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

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
A.	**Record of Previous Experience relevant to the current scope/ work (with contactable client ref.)** This is based on bidders' history and managing portfolios of a similar nature to this bid. (Size of account, asset base type of risk i.e. Engineering/infrastructure risk, The reference must be written confirmation from clients and must include a letter of appointment)	T2.2.10	15	**4-point scale** **None** – 0% **Weak – 33.3%** Between One (1) Reference and Three (3) **Moderate – 66.7%** Between Four (4) References and Five (5) **Good – 100%** Six (6) References and Above
B.	**Overall Performance on Previous Work** Overall performance score for similar work previously done. The bidder must submit a record of performance on previous work which must have a percentage rating by the client and signed by the client,	N/A	10	**3-point scale** **No response with a performance rating Unacceptable** -0% - Average performance rating less than 50%; and/or - Evidence of previous experience supplied without ratings is also unacceptable under this criterion; and/or - Evidence of performance ratings is less than the number of references provided for criterion A. **Medium: Average performance r** **Acceptable** -100% - Average performance rating of 80% and above; and - Evidence of performance ratings is equivalent to the number of references provided for criterion A.
C.	**Quality Management Systems** 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).	N/A	5	**2-point scale** **Unacceptable** – 0% Non-submission **Acceptable** – 100% Relevant submission is provided

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
D.	Human Resource Capacity Adjudicated based on Human Resource Capacity Schedule (including company's Project Team vs. Company Organogram; Project Team Member List including CV's, resource allocation). The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work. Fulfils requirements as per scope and years of experience. Senior Account Executive/Manager:15+ye across underwriting spectrum) Senior Claims Technician:15+years' experienc across insurance classes (Relevant to Ran Water Risk Surveyor/Engineer: Possess experience in surveying risks like RW. (Infrastructure Engineering OR confirmation of partner with the Risk Engineering capability	I	15	**4-point scale** **None** – 0% No submission **Weak** – 33.3% Only company organogram provided **Moderate** – 66.7% Company organogram, project team including CVs **Good** – 100% Submission is detailed in terms of company organogram, project team including CVs, resource allocation for this project against any other projects currently managed by the bidder.
E.	**Equipment Resource Capacity** Adjudicated based on Equipment Resource Capacity (i.e., office space, claims reporting system, claims logging, monitoring report generating capability and working tools). The purpose is to establish an overall picture of the company's equipment resource capacity and ability to undertake the work. Rand Water will confirm the information submitted when conducting due diligence.	T2.2.12	10	**3-point scale** **None** – 0% No submission **Moderate** – 66.7% Submission details equipment resource capacity excluding resource utilisation or certain equipment in relation to the scope of work. **Good** – 100% Submission details the equipment resource capacity in terms of office space and requisite tools, resource utilisation, vehicles and working tools or more; in relation to the scope of work.
F.	**Risk Introduced by Bid Qualifications (e.g. limitations, assumptions, limited liability etc.)**	T2.2.5	5	**2-point scale** **Significant** – 0% Bid qualifications submitted by the bidder adversely change the bid scope. Significant qualifications may result in bid submissions being deemed non-responsive, should the bidder/s opt to retain such qualifications after consultation by Rand Water. **None** – 100% No bid qualification/s submitted
G.	**Project Risk Management**	T2.2.16	10	**3-point scale**

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
	As per risk register provided.			**None** – 0% No response provided to Project Risk Management section or responses provided are not relevant to the identified risks. **Moderate** – 66.7% Relevant responses were provided to some of the risks outlined in this bid. **Good** – 100% Relevant responses were provided to the risks outlined in this bid and further risks were identified, classified and a response strategy and actions were provided by the bidder.
H.	**Detailed Project Programme** Aligned with employer's completion dates with the following specifications; • on a Gantt chart format • detail at least activity level 2 • resource loaded	N/A	10	**4-point scale** **None** – 0% No submission **Weak** – 33.3% Only Gantt chart format **Moderate** – 66.7% Only Gantt chart, resources loaded and activity level 2 **Good** – 100% Provided all of above (Gantt chart format, activity level 2, resources loaded
I.	**Method Statement** • Specific method statement in accordance with the scope of work • Aligned with Contractual requirements • Credible/Acceptable	N/A	15	**4-point scale** **None** – 0% No submission **Weak** – 33.3% Method Statement addressing up to 30% of the deliverables **Moderate** – 66.7% Method statement detailing 70% of the deliverables **Good** – 100% Method statement detailing all of the deliverables
J.	**SHERQ** Adjudicated based on Contractors Health & Safety Policy, Plan and documentation submitted	N/A	5	**2-point scale** **Unacceptable** – 0% Non-submission **Acceptable** – 100% Relevant submission is provided.
TOTAL			**100**	

Further information can be obtained in T.1.2 Bid Data.

T1.3.4. OBJECTIVE CRITERIA

Rand Water shall apply B-BBEE as an objective criterion.

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

a) *Aggregate value of R250 million (inclusive of all taxes) awarded.*

b) Where an award to be made to the supplier results in the cumulative value exceeding the rotation threshold for bids, that award can be made which will constitute the last award to the supplier in the financial year.

c) As its objective criteria, Rand Water shall therefore not award to a Bidder that scores the highest points, if such Bidder has already exceeded the rotation threshold for bids.

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

PART T2: RETURNABLE DOCUMENTS

T2.1. LIST OF RETURNABLE DOCUMENTS

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

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

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

Table T2.1 List of Returnable Documents

ITEM	DESCRIPTION OF DOCUMENT TO BE RETURNED	REQUIRED FOR BID EVALUATION	ONLY REQUIRED AFTER BID AWARD
T2	**Returnable schedules** (supplied with the bid document)		
T2.2.1	Compulsory Enterprise Questionnaire including SBD 4 and 6.2	•	
T2.2.2	Record of Addenda to Bid Documents	•	
T2.2.3	Proposed Subcontractors	•	
T2.2.4	Alternative Bid	•	
T2.2.5	Qualifications to Bid	•	
T2.2.6	Requirements with regard to fluctuations in the cost of labour and materials	•	
T2.2.7	FOB Prices of imported equipment/materials for which foreign exchange would be required and importing charges	•	
T2.2.8	Declaration of Insurance	•	
T2.2.9	Socio-Economic Development Plan	Not applicable	
T2.2.10	Record of Previous Experience, Quality of Workmanship and Safety	•	
T2.2.11	Human Resource Capacity Schedule	•	
T2.2.12	Equipment Resource Capacity (Plant and Equipment)	•	
T2.2.13	Safety, Health, and Environment	•	
T2.2.14	Details of Equipment (including manufacturer's data sheets and technical publications)	Not applicable	
T2.2.15	Recommended Spares, Special tools and servicing facilities	Not applicable	
T2.2.16	Project Risk Management	•	
T2.2.17	Penalty Table	•	
C1.1	Letter of Bid (Form of Offer and Acceptance)	•	
C1.2	Contract Agreement		•
C2.2	Pricing Schedule / Bill of Quantities (BoQ) **The Bidder is required to submit the following:** - **Excel® format of the completed pricing schedule or BoQ in a compact disc (CD) or USB flash drive.**	•	

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

T2.2. RETURNABLE SCHEDULES

T2.2.1. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:	
Section 2: VAT registration number, if any:	
Section 3: CSD Number:	

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

Name *	Identity Number *	Personal income tax number *

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

Section 5: Particulars of companies and close corporations

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

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

Section 7: SBD 6 issued by National Treasury must be completed for this bid.

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

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

Name of Bidder: _____

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

Date: _____

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related

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

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[2] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

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

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Na

SBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20. preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this bid.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the bid documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \qquad \text{or} \qquad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = ……(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

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

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:……

8.2 VAT registration number:……

8.3 Company registration number:……

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……..

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

Name of Bidder: _____

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

Date: _____

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

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

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

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

Description of services, works or goods	Stipulated minimum threshold (%)
1.	
2.	

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

YES		NO	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

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

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. RW10402859/22

ISSUED BY: **RAND WATER**
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with**

the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ……..... (full names),

do hereby declare, in my capacity as …… ……..

of .....(name of bidder entity), the

following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

Name of Bidder: _____

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

Date: _____

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

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

Pula EU GBP

Note: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

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

Signature of tenderer from Annex B

Date:

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: _____

T2.2.5. QUALIFICATIONS TO BID

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

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

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 Bidder shall complete each schedule listing the F O B value of all items of equipment/materials for which foreign exchange would be required.

T2.2.7.2. Bidders based on the supply of locally manufactured equipment and/or materials priced competitively, will be given preference by the Employer provided such equipment and/or materials, and the manufacture thereof, are of sufficiently high standard to meet the Employer's requirements.

T2.2.7.3. If no items are to be imported or if firm prices are submitted the relevant section of the schedule shall be marked NIL. If the equipment contains imported equipment/materials then the Bidder shall complete the schedule listing the F O B value of all items of equipment/materials, which have been or are to be imported. Prices tendered for this imported equipment/material shall be quoted in **currency of origin.** It will therefore be the responsibility of the employer (Rand Water) to take out a Forward Cover for this imported equipment/material, when and if deemed prudent. All charges for the Employer's account referred to in the General Conditions of Contract and any changes in the rates of exchange will only be paid or allowed by the Employer in respect of items listed in this schedule. Bidder shall be expected to provide full documentation (i.e. Invoice, Bill of Lading, etc.) supporting foreign currency requirements for this imported equipment/material to support the Employer application to the SARB for the exchange control approval.

T2.2.7.4. The Bidder shall sign each schedule.

T2.2.7.5. For evaluation purposes, the prices of imported equipment/material sourced directly from outside South Africa quoted in currency of origin will be converted to Rand using the closing rate exchange rate published by SARB on the date, one week (7 day calendar days) prior to the closing date for the Bidder.

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

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

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

Table T2.2.7.1: F O B Prices

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

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

.....

.....

Item	Rate	Total
PORT OF LANDING ..... 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:	R	R

Table T2.2.7.2: F O B Prices

Guaranteed date of shipping .....

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

Name of Bidder: _____

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

Date: _____

T2.2.8. DECLARATION OF INSURANCES

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

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

Table T2.2.8: Declaration of Insurance

Copies of the abovementioned policies are attached.

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

tractor:

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

_____

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

T2.2.9. SOCIO-ECONOMIC DEVELOPMENT (NOT APPLICABLE TO THIS BID)

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

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

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

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

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

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

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

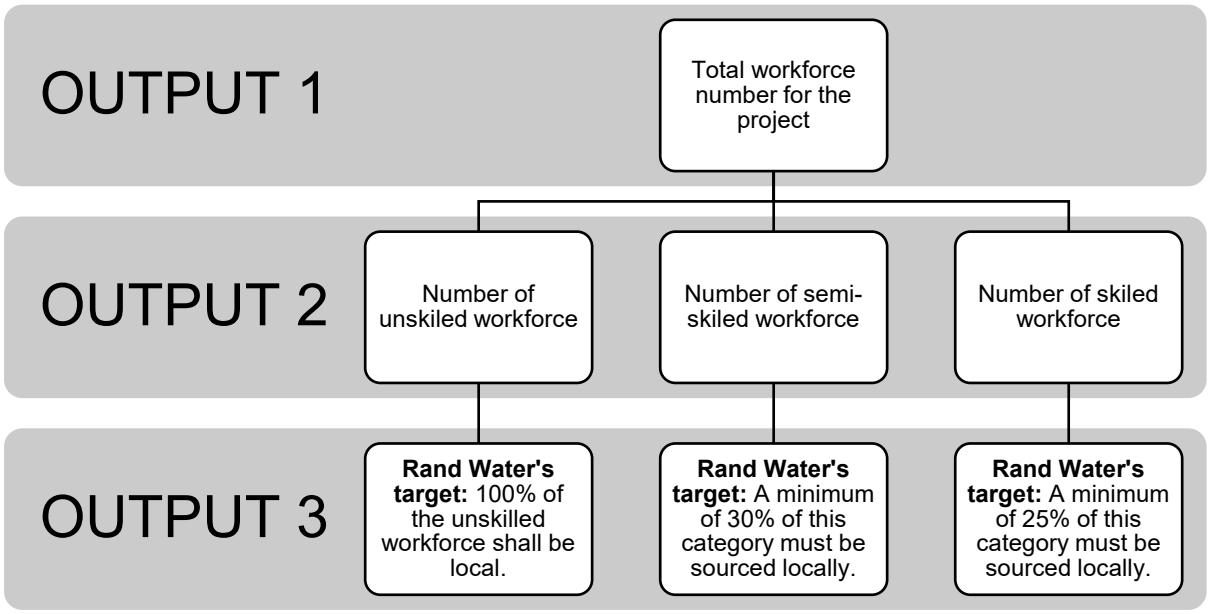
Name of Bidder: _____

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

Date: _____

T2.2.9.1. JOB CREATION REQUIREMENT

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



OUTPUT 4 Further to the targets per skills category, Rand Water has set targets per category namely that the workforce must comprise of 50% women and 50% youth.

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

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

Name of Bidder: _____

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

Date: _____

T2.2.9.2 SED MATRIX

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

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

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

Name of Bidder: _____

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

Date: _____

T2.2.9.3. SED CHECKLIST

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

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

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

Name of Bidder: _____

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

Date: _____

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

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

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

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

Name of Bidder: _____

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

Date: _____

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

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

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

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

Name of Bidder: _____

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

Date: _____

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

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

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

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

Name of Bidder: _____

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

Date: _____

T2.2.11. HUMAN RESOURCE CAPACITY SCHEDULE

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

T2.2.11.1. Project Team Organogram vs. Company Organogram

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

cont.

T2.2.11.2. Proposed Team Member List (Internal & External)

Name (or quantity where not yet identified)	**Role**	**Internal or External Resource**	**% Utilisation**	
			On other Contracts / Work	**On this Contract/ Work**

cont...

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

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

NOTES

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

Name of Bidder: _____

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

Date: _____

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

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

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

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

Name of Bidder: _____

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

Date: _____

T2.2.13. SAFETY, HEALTH, AND ENVIRONMENT

1. **Safety and Health Policy**

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

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

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

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

   Bidders shall submit the project specific SHE risk assessment.

4. **DIFR Status**

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

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

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

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

Table T2.2.17: Safety, Health, and Environment

Name of Bidder: _____

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

Date: _____

T2.2.14. DETAILS OF EQUIPMENT (INCLUDING MANUFACTURER'S DATA SHEETS & TECHNICAL PUBLICATIONS) *(NOT APPLICABLE TO THIS BID)*

Description	Requirement	Contractor's offer (incl. make supplier and part number)

Name of Bidder: _____

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

Date: _____

T2.2.15. RECOMMENDED SPARES, SPECIAL TOOLS AND SERVICING FACILITIES *(NOT APPLICABLE TO THIS BID)*

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	**Inability to source certain insurance covers for RW.**	**Operational**	**Limited insurance capacity**	**RW exposed to risk**	**Threat**				
2	**Inability to meet RW's operational needs**	**Operational**	**Limited experience in dealing with portfolios of the size and type of RW.**	RW's insurance portfolio not serviced as required.	**Threat**				
3	**Non adherence to Service Level Agreement**	**Legal**	Service provider not ready to provide services as soon as the award happens	Service requirements not met	**Threat**				

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
4									
5									

Name of Bidder: _____

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

Date: _____

T2.2.17. PENALTY TABLE

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

PENALTY TABLES				
ITEMS ATTRACTING PENALTIES				
	=<14 days	>14days	=<30days	>30days
Failure to act on a request on the scope unless	0	15%	30%	Termination

Name of Bidder: _____

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

Date: _____

SECTION B: CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1. FORM OF OFFER AND ACCEPTANCE

C1.1.1. LETTER OF BID

LETTER OF BID

DESCRIPTION: BID DESCRIPTION: RISK FINANCING, INSURANCE BROKING, ADVICE ON RISK FINANCE STRATEGY

BID NO: RW10402859/22

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

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

(_____)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature…….… in the capacity of……..

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

Address: ……..…….

Date:…….....

Signature of Witness: _____ Signature of Witness: _____

Name of Witness:_____

Name of Witness: _____

Date: _____ Date : _____

C1.1.2. CONTRACT AGREEMENT

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

between

RAND WATER

(hereinafter called "the Employer")

And

_____

(hereinafter called "the Contractor").

Whereas the Employer desires that the Works known as **RISK FINANCING, INSURANCE BROKING, ADVICE ON RISK FINANCE STRATEGY** should be executed by the Contractor, and has accepted a bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
    a. The Letter of Award
    b. The Letter of Bid (incorporating the Appendix to Tender)
    c. The Conditions of Contract
    d. The Employer's Requirements
    e. The Returnable Schedules
    f. The Contractor's Proposal
    g. The Bid Addenda (where applicable)
    h. Additional Information Provided by Contractor (where applicable)

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

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

Authorised signature of Employer	Authorised signature of Contractor
for and on behalf of the Employer	for and on behalf of the Contractor
Name:	Name:
Designation: **CHIEF EXECUTIVE**	Designation:
Date:	Date:

In the presence of the undersigned witnesses:

Name:	Name:
Signature:	Signature:
Date:	Date:

C1.2. CONTRACT DATA

C1.2.1. GENERAL CONDITIONS

The General Conditions of Contract are based on the "Client/Consultant Model Services Agreement" as published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).

Fourth Edition 2006
As published by the Federation Internationale des Ingenieurs-Conseils (FIDIC)

C1.2.2. PARTICULAR CONDITIONS OF CONTRACT

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

The following clauses – of the "Client/Consultant Model Services Agreement", Fourth Edition 2006, as published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) shall be amended as stated below:

1 GENERAL PROVISIONS

1.1 Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

1.1.1 "**Accepted Contract Amount**" means the amount recorded in the Letter of Acceptance unless otherwise defined in the Contract Agreement; which amount may be adjusted under the terms of the Agreement.

1.1.2 "**Agreed Compensation**" means additional sums as defined in Annexure1 [*Remuneration and Payment Schedule*] which are payable under the Agreement.

1.1.3 "**Agreement**" means the terms and conditions comprising the documents listed in the Letter of Acceptance, unless otherwise defined in the Contract Agreement.

1.1.4 "**Client**" means Rand Water which is a body corporate established in terms of Section 83 of the Water Services Act 107 of 1997, who employs the Consultant, and legal successors to the Client and permitted assignees, to perform the Services.

1.1.5 "**Commencement Date**" means the date recorded in the Letter of Acceptance, unless otherwise defined in the Contract Agreement.

1.1.6 "**Consultant**" means the professional firm or individual named in the Agreement, who is employed by the Client to perform the Services.

1.1.7 "**Contract Documents**" means the Contract Agreement as well as all the documents listed therein, or the documents listed in the Letter of Acceptance if there is no Contract Agreement.

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

1.1.9 "**day**" means a calendar day and a "**year**" means 365 days.

1.1.10 "**Letter of Acceptance**" means the letter of formal acceptance, signed by the Client, of the Consultant's tender.

1.1.11 "**Party**" means the Client or the Consultant and "**Parties**" means the Client and Consultant collectively while "**third party**" means any other person or entity as the context requires.

1.1.12 "**Project**" means the project named in the Particular Conditions for which the Services are to be required.

1.1.13 "**Services**" means the services defined in Appendix 1 [*Scope of Services*] to be performed by the Consultant in accordance with the Agreement and comprise Normal Services, Additional Services and Exceptional Services.

1.1.14 "**Time for Completion**" means the time period stated for this purpose in the Particular Conditions.

1.1.15 "**Works**" means the permanent works (if any) to be executed (including the goods and equipment to be supplied to the Client) for the achievement of the Project.

1.1.16 "**written**" or "**in-writing**" mean hand-written, type-written, printed or electronically made, and resulting in a permanent un-editable record.

1.2 Interpretation

1.2.1 The headings herein shall not be taken into consideration in the interpretation of these Conditions.

1.2.2 The singular includes the plural and vice-versa where the context requires.

1.2.3 The documents forming this Agreement are to be taken as being mutually explanatory of one another, if thereis a conflict between any of the provisions contained in the contract documentation the

precedence of such documents shall be in the order prescribed in the Contract Agreement.

1.2.4 Words indicating one gender include all genders.

1.2.5 Provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing, and signed by both Parties.

1.3 Communications

Whenever provision is made for the giving or issue of any notice, instruction or other communication by any person, such communication shall be in writing in the language of the Agreement, which notice, instruction or other communication shall not be unreasonably withheld or delayed.

1.4 Governing Language and Law

1.4.1 The language of the Agreement is English.

1.4.2 The Agreement shall be governed, construed and interpreted in accordance with the law of the Republic of South Africa.

1.5 Changes in Legislation

If after the date of the Agreement the cost or duration of the Services is altered as a result of changes in or additions to the laws or regulations in any country in which the Services are required by the Client to be performed the agreed remuneration and time for completion shall be adjusted accordingly.

1.6 Whole Agreement

The Contract Documents constitute the whole agreement between the Parties and no prior representation, and/or previous agreement, and/or representation, and/or previous agreement, and/or negotiations whether oral or written, which is not incorporated in the Agreement shall be of any force or effect. In addition no representation or agreement or addendum varying, adding to, deleting or cancelling this Agreement shall be of any force or effect unless reduced to writing and signed non-electronically by both Parties.

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

1.8 Assignment
Neither the Client nor the Consultant shall, without the written consent of the other, assign the Contract or any part thereof or any obligation under the Contract.

1.9 Subcontracting
The Consultant shall not without the written consent of the Client initiate or terminate any sub-contract for performance of all or part of the Services.

1.10 Intellectual Property Rights
For the purposes of this Sub-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 Services to be performed in terms of the Agreement.

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

1.11 Notices
Notices to be served under the Agreement shall be in writing and will take effect from receipt at the addresses stated in the Particular Conditions. Delivery can be by email and/or registered post.

1.12 Publications
The Consultant, either alone or jointly with others, shall not publish any material relating to the Services or the Project without the prior written approval of the Client.

1.13 Conflict of Interest Corruption and Fraud
Notwithstanding any penalties that may be enforced against the Consultant under the Law, the Client will be entitled to terminate the Agreement in accordance Sub-Clause 4.6.2 and the Consultant shall be deemed to have breached Sub-Clause 3.3.1 if it is shown that the Consultant is guilty of:

a) offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or

b) misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

1.14 Confidentiality
Unless otherwise provided for in the Agreement, and with the exception of those matters set out hereinbelow, the Parties warrant that each shall keep confidential all matters relating to the Project, 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 Works and/or the Project.

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 Sub-Clause;

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

(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 Works and/or the Project, provided that the obligations of confidentiality herein shall be imposed mutatis mutandis upon such contractors, consultants, sub-contractors or suppliers in their respective contracts; or

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

2. THE CLIENT

2.1 Information
The Client shall timeously provide to the Consultant, free of cost, all information that may be reasonably required for the provision of the Services. The Consultant shall be entitled to rely on the accuracy and completeness of such information furnished by or on behalf of the Client.

2.2 Decisions
The Client shall give his decision on all matters properly referred to him in writing by the Consultant within a reasonable time so as not to delay the Services to be provided.

2.3 Equipment and Facilities

The Client shall make available, free of cost, to the Consultant for the purpose of the Services the equipment and facilities described in Annexure 2 [*Schedule of Personnel, Equipment, Facilities and Services of Others to be Provided by the Client*].

2.4 Client's Personnel

2.4.1 In consultation with the Consultant, the Client shall at his own cost arrange for the selection and provision of personnel in his employment to the Consultant in accordance with Annexure 2 [*Schedule of Personnel, Equipment, Facilities and Services of Others to be Provided by the Client*]. In connection with the provision of the Services such personnel shall take instructions only from the Consultant.

2.4.2 If the Client cannot supply Client's personnel for which he is responsible and it is agreed to be necessary for the satisfactory performance of the Services, the Consultant shall arrange for such supply as an Additional Service.

2.5 Client's Representative

2.5.1 The Client shall appoint a Client's Representative to carry out those duties delegated to him in terms of the Agreement and in addition shall monitor and report to the Client on conformance by the Consultant with the provisions of the Agreement. In addition the Client's Representative shall be authorised to receive, on behalf of the Client, all notices, correspondence and other communications issued pursuant to the Agreement.

2.5.2 The Client's Representative shall have no authority to relieve the Consultant of any of its duties, obligation or responsibilities under the Agreement or to amend any of the terms thereof.

2.5.3 All services to be provided by the Consultant shall be to the reasonable satisfaction of the Client's Representative. In addition the Client's Representative may instruct the Consultant to:-

(a) appoint additional personnel at no cost to the Client where the Client's Representative considers that the Consultant is not complying with the provisions of the Contract and/or to

(b) terminate the involvement of any person on the Contract where the Client's Representative considers the presence of such person to be contrary to the interests of the Agreement and/or the Project.

2.5.4 No approval given by the Client's Representative shall relieve the Consultant of its obligations under the Contract.

2.5.5 Where the Client's Representative is required to determine value, quantities, cost or extensions of time he shall consult and endeavour to reach agreement with the Consultant and in all cases shall determine such matters fairly, reasonably and in accordance with the Agreement.

2.5.6 The Client's Representative may from time to time delegate any of his duties to an assistant, and may at any time revoke any such delegation. Such delegation or revocation shall be in writing and shall not take effect until a copy of same has been delivered to both Parties.

2.5.7 Any determination, instruction, inspection, examination, test, consent, approval or other similar act by an assistant delegated in terms of Sub-Clause 2.5.6 shall have the same effect as if it had been given by the Client's Representative itself. However, in the event of the Consultant questioning or disputing any determination or instruction, given by the said assistant, the Consultant may refer such matter to the Client's Representative, who shall confirm, reverse or vary such determination or instruction.

2.6 Services of Others

The Client shall at its cost arrange for the provision of services from others as described in Annexure 2 [*Schedule of Personnel, Equipment, Facilities and Services of Others to be Provided by the Client*] and the Consultant shall co-operate with the suppliers of such services but shall not be responsible for them or their performance.

2.7 Payment of Services

The Client shall pay the Consultant for the Services in accordance with Clause 5 [*PAYMENT*] hereof.

3. THE CONSULTANT

3.1 Scope of Services

The Consultant shall perform Services relating to the Project. The Scope of Services to be provided are as stated in Appendix 1 [*Scope of Services*].

3.2 Normal, Additional and Exceptional Services

3.2.1 Normal Services are those described as such in Appendix 1 [*Scope of Services*].

3.2.2 Additional Services are those described as such in Appendix 1 [*Scope of Services*] or which by written agreement of the Parties are otherwise additional to Normal Services.

3.2.3 Exceptional Services are those which are not Normal or Additional Services but which are necessarily performed by the Consultant in accordance with Sub-Clause 4.7 [*Exceptional Services*].

3.3 Duty of Care and Exercise of Authority

3.3.1 The Consultant shall exercise reasonable skill, care and diligence in the performance of its obligations under the Agreement.

3.3.2 Where the Services include the exercise of powers to certify or exercise discretion in terms of a contract between the Client and any third party the Consultant shall act in accordance with that contract, but as an independent professional acting with reasonable skill, care and diligence.

3.4 Client's Property

Anything supplied by or paid for by the Client for the use of the Consultant shall be the property of the Client and where practical shall be so marked.

3.5 Supply of Personnel

3.5.1 The personnel who are proposed by the Consultant to work in the Country shall be subject to acceptance by the Client with regard to their qualifications and experience; such acceptance shall not be unreasonably withheld.

3.5.2 Where the Client requires the Consultant to nominate key Personnel in Annexure 6[*Schedule of Consultant's Key Personnel*] hereto, such Personnel shall not be removed from the Project without the Client's express permission. Substituted Personnel shall have equivalent qualifications and experience.

3.5.3 The Consultant shall furnish the Client and the Client's Representative with a list of addresses and telephone numbers of personnel in the Consultant's organisation who may be contacted in any emergency both during and outside normal working hours.

3.6 Consultant's Representative

3.6.1 The Consultant shall appoint a Consultant's Representative who shall give of his whole time to directing the execution of the Services to

be provided by the Consultant in terms of the Agreement. In addition the Consultant's Representative shall be authorised to receive, on behalf of the Consultant, all notices, instructions, consents, approvals, certificates, determinations, correspondence and other communications issued pursuant to the Agreement.

3.6.2 The Consultant shall not revoke the appointment of the Consultant's Representative without the prior consent of the Client's Representative.

3.6.3 The Consultant's Representative may from time to time delegate any of his duties to any competent person, and may at any time revoke any such delegation. Such delegation or revocation shall be in writing and shall not take effect until the Client's Representative has received prior notice signed by the Consultant's Representative, specifying the powers, functions and authority being delegated or revoked.

3.7 Changes in Personnel

3.7.1 If it is necessary to replace any of the personnel provided by the Consultant, the Consultant shall arrange for replacement by a person of comparable competence as soon as reasonably possible.

3.7.2 The cost of such replacement shall be borne by the Consultant except where the replacement is requested by the Client, and in such case:

(a) the request shall be in writing stating the reasons for it; and

(b) the Client shall bear the cost of replacement unless it is agreed that misconduct or inability to perform satisfactorily is accepted as the reason for the replacement by the Consultant.

3.8 Co-operation with Others

The Consultant may be required to perform the Services in conjunction with other consultants or specialists who are providing services to the Project and he may make recommendations to the Client in respect of such appointments for certain parts of the Project. In such case the Consultant shall only be responsible for his own performance and the performance of his sub-consultants or specialists who have specifically been appointed by the Consultant to assist him with the Services to be provided under this Agreement.

3.9 Statutory Obligations, Notices Fees and Charges

3.9.1 The Consultant 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 Agreement and shall indemnify, and keep indemnified the Client, against damages that it may suffer as a result of any breach by the Consultant, 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 Agreement.

3.9.2 The Consultant shall be responsible for payment of all costs, taxes, duties, levies and charges arising out of compliance with such laws and regulations.

3.9.3 The Consultant shall be liable for, and shall indemnify the Client against any claim arising out of the Consultant's non-compliance with any laws and regulations applicable to the execution of this Agreement.

3.10 Progress Meetings

3.10.1 The Consultant shall arrange and attend meetings with the Client and/or its representatives at the request of the Client, but not less frequently than once every month during the currency of the Agreement, in order to monitor the progress of the Services to be provided.

3.10.2 The purpose of the meetings is also to raise and address matters of concern to the Client, and/or the Consultant. The Consultant shall be responsible for chairing the meetings, taking minutes and distributing minutes within one week of the date of each meeting.

3.11 Safety Procedures

At all times the Consultant shall:-

(a) comply strictly with the Client'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 to all relevant SHE requirements;

(c) familiarize himself with all the Client's internal SHEQ systems, regulations, policies and procedures and all legislative or statutory requirements with regard to the health and safety of the Consultant's employees;

(d) ensure that all his personnel are fully briefed with regards to all relevant policies and safety procedures and that all personnel have attended any required inductions;

(e) ensure that all personnel sign their acceptance of these procedures and regulations – which signed documents are to be kept in a register which is to be made available at all times for inspection;

(f) at its own cost provide all of its employees with all necessary safety equipment, namely, safety boots, hard hats, overalls etc. and will at all times adhere to the Client's standards as well as the site rules and regulations, including his sub-consultants and their employees, the South African safety regulations ain particular, the Occupational Health and Safety Act (No. 85 of 1993) andrelevant regulations and their latest revisions;

(g) be responsible for the discipline of its employees and shall, at the Client's request, remove from the site any incompetent or undesirable employees.

3.12 Security

The Consultant shall at all times remain responsible for the security of his own equipment. In addition the Consultant shall fully acquaint himself and strictly comply with all the Client's security regulations particularly with regard to personnel, plant, material and equipment entering or leaving the Client's property.

3.13 Health and Safety

3.13.1 The Consultant is responsible for the safety and welfare of its employees and Sub-consultants employed on the Project and shall provide medical facilities as such facilities shall only be provided for by the Client under special circumstances.

3.13.2 The Consultant's attention is directed to the requirements of the Occupational Health and Safety Act No. 85 of 1993 as amended, its Regulations and the site rules and regulations of the Client shall at all

times be adhered to by the Consultant, his employees and his Sub-consultants.

3.16 Protection of the Environment

The Consultant's attention is directed to Client's SHEQ Policy a copy of which is appended to the Agreement as Appendix 2 (Technical Part).

The Consultant shall comply with all requirements, stipulations and the like of any Environmental Impact Assessment undertaken and/or issued in respect of the Project and/or the Works.

4.COMMENCEMENT, COMPLETION, VARIATION AND TERMINATION

4.1 Effective Date

5. The Agreement is effective from the date of the Letter of Acceptance or on the effective date of the Contract Agreement whichever is the latter.

6.

7. **4.2 Commencement and Completion**

The Services shall be commenced on the Commencement Date, shall proceed in accordance with the Time Schedule in Annexure 3 [*Time Schedule for Services*], and shall be completed within the Time for Completion, subject to extensions in accordance with the Agreement.

4.3 Variations

4.3.1 The Client may order variations to the Services in writing or may request the Consultant to submit proposals, including the time and cost implications, for variations to the Services.

4.3.2 The incorporation into the Agreement of any variations to the Services ordered by the Client, including any increase in the Consultant's fees and reimbursable costs, shall be agreed between the Consultant and the Client.

4.4 Delays

If the Services are impeded or delayed by the Client or his contractors so as to increase the scope, cost or duration of the Services:

(a) the Consultant shall inform the Client of the circumstances and probable effects;

(b) the increase in scope and/or costs shall be regarded as an Additional Service; and

(c) the time for completion of the Services shall be increased accordingly.

4.5 Changed Circumstances

If circumstances arise for which neither the Client nor Consultant is responsible and which make it irresponsible or impossible for the Consultant to perform in whole or in part the Services in accordance with the Agreement he shall promptly dispatch a notice to the Client.

In these circumstances:

(a) if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding 42 days for resumption of them; and

(b) if the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

4.6 Abandonment, Suspension or Termination

4.6.1 The Client may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure.

4.6.2 If the Client considers that the Consultant is without good reason not discharging his obligations he can inform the Consultant by notice stating the grounds for the notice. If a satisfactory reply is not received within 14 days the Client may by a further notice terminate the Agreement provided that such further notice is given within 35 days of the Client's former notice.

4.6.3 After giving at least 14 days notice to the Client, the Consultant may by a further notice of a least 42 days terminate the Agreement, or at his discretion without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Services:-

(a) when 28 days after the due date for payment of an invoice he has not received payment of that part of it which has not by that time been contested in writing, or

(b) when Services have been suspended under either Sub-Clause 4.5 [*Changed Circumstances*] or Sub-Clause 4.6.1 and the period of suspension has exceeded 182 days.

4.7 Exceptional Services

4.7.1 Upon the occurrence of circumstances described in Sub-Clause 4.5[*Changed Circumstances*] or abandonment or suspension or resumption of Services or upon termination of the Agreement otherwise than under the provisions of Sub-Clause 4.6.2 any necessary work or expense by the Consultant extra to the Normal and Additional Services shall be regarded as Exceptional Services.

4.7.2 The performance of Exceptional Services shall entitle the Consultant to extra time necessary for their performance and to payment for performing them.

4.8 Rights and Liabilities of Parties

4.8.1 Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.

4.8.2 After termination of the Agreement the provisions of Sub-Clause 6.4[*Limit of Compensation*] shall remain in force.

5. PAYMENT

5.1 Payment to the Consultant

5.1.1 The Client shall pay the Consultant for Normal Services in accordance with the Conditions and with the details stated in Annexure 1 [*Remuneration and Payment*], and shall pay for any Additional Services at rates and prices which are given in or based on those in Annexure 1 [*Remuneration and Payment*] so far as they are applicable but otherwise as are agreed in accordance with Sub-Clause 4.3 [*Variations*].

5.1.2 Unless otherwise agreed in writing the Client shall pay the Consultant in respect of Exceptional Services:

(a) as for Additional Services for extra time spent by the Consultant's personnel in the performance of the Services, and

(b) the net cost of all other extra expense incurred by the Consultant.

5.1.3 Where the Client has required the Consultant to appoint selected consultants as the Consultant's sub-consultants, fees owed to those sub-consultants shall be due to the Consultant in addition to the Consultant's own fees.

5.2 Time for Payment

5.2.1 The Consultant shall submit monthly statements/invoices complete with all supporting documentation thereto to the Client by the 25th day of the month following the month in which the Services were rendered.

In the event that the Consultant fails to submit a statement by the 25th day of the month any late submission will only be evaluated in the next month.

Payment will be effected immediately.

5.2.2 If the Consultant does not receive payment by the due date in terms of Sub-Clause 5.2.1 he shall be paid Agreed Compensation at the rate defined in the Particular Conditions on the sum overdue reckoned from the due date for payment of the invoice until the actual date on which payment is received. Such Agreed Compensation shall not affect the rights of the Consultant stated in Sub-Clause 4.6.3.

5.3 Currencies of Payment

The currencies applicable to the Agreement are those stated in Annexure 1 [*Remuneration and Payment Schedule*]

5.4 Disputed Invoices

If any item or part of an item in an invoice submitted by the Consultant is contested by the Client, the Client shall give notice with reasons of his intention to withhold payment and shall not delay payment on the remainder of the invoice. Sub-Clause 5.2.2 shall apply to all contested amounts which are finally determined to have been payable to the Consultant.

5.5 Independent Audit

5.5.1 The Consultant shall maintain up-to-date records which clearly identify relevant time and expense and shall make these available to the Client on reasonable request.

5.5.2 Except where the Agreement provides for lump sum payments, not later than twelve months after the completion or termination of the Services, the Client can at notice of not less than 7 days require that a reputable firm of accountants nominated by him audit any amount claimed by the Consultant by attending during normal working hours at the office where the records are maintained.

6. LIABILITIES

6.1 Liability of the Parties

6.1.1 Neither Party shall be liable to the other for loss of profit or other special damages unless such loss of profit or other special damages was expressly contemplated at the time of entering into the Agreement.

6.1.2 In the event of the Client having a claim against the Consultant, the Client shall be entitled to set off such claim against any amounts due to the Consultant, or to deduct same from any security held by the Client, notwithstanding that such claim may be unliquidated.

6.2 Compensation

If it is considered that either party is liable to the other, compensation shall be payable only on the following terms:

(a) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise;

In any event, the amount of such compensation will be limited to the amount specified in Sub-Clause 6.4 [*Limit of Compensation*].

6.3 Duration of Liability

Neither the Client nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in the Particular Conditions, or such earlier date as may be prescribed by law.

6.4 Limit of Compensation

6.4.1 The maximum amount of compensation payable by either party to the other in respect of liability under this Agreement is limited to the amount stated in the Particular Conditions. This limit is without prejudice to any Agreed Compensation specified under Sub-Clause 5.2.2 or otherwise imposed by the Agreement.

6.4.2 Each Party agrees to waive all claims against the other in so far as the aggregate of compensation which might otherwise be payable exceeds the maximum amount payable.

6.4.3 If either Party makes a claim for compensation against the other Party and this is not established the claimant shall entirely reimburse the other for his costs incurred as a result of the claim.

6.5 Indemnity

So far as the law governing this Agreement permits, the Client shall indemnify the Consultant against the adverse effects of all claims including such claims by third parties which arise out of or in connection with the Agreement including any made after the expiry of the period of liability referred to in Sub-Clause 6.3 [*Duration of Liability*], except insofar as they are covered by the insurances arranged under the terms of Clause 7 [*INSURANCE*].

6.6 Exceptions

Sub-Clauses 6.4 [*Limit of Compensation*] and 6.5 [*Indemnity*] do not apply to claims arising:

(a) from deliberate default or reckless misconduct, or

(b) otherwise than in connection with the performance of obligations under the Agreement.

7. INSURANCE

7.1 Professional Indemnity

The Consultant agrees to arrange and keep in force professional indemnity insurance cover in respect of the Services provided under this Agreement to the extent of the liability under Sub-Clause 6.4 [*Limit of Compensation*] until the time at which that liability shall cease in terms of Sub-Clause 6.3 [*Duration of Liability*]. The insurance cover may alternatively be provided by means of an equivalent performance bond.

7.2 Additional Insurances

The Consultant agrees to arrange and maintain at its own cost until the time at which liability shall cease in terms of Sub-Clause 6.3 [*Duration of Liability*], the following additional insurances:-

(a) Third Party Liability Insurance;

(b) Comprehensive Motor Vehicle Insurance;

(c) Fidelity Guarantee;

(d) Workers Compensation;

(e) Group Personal Accident;

(f) Group Life Assurance;

8. SETTLEMENT OF DISPUTES

8.1 Amicable Dispute Resolution

The Parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement, including the validity of the Agreement, and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

8.2 Mediation

Any such dispute or claim, which cannot be settled between the Parties, may be referred by the Parties, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties and, failing such agreement, shall be nominated by the Chairman of the Association of Arbitrators of Southern Africa. The cost of the mediation shall be born equally between the Parties.

8.3 Arbitration

8.3.1 If either Party were unwilling to agree to mediation or be dissatisfied with the opinion expressed by the mediator or should the mediation fail then such Party may refer the dispute to arbitration by a single arbitrator to be mutually agreed upon or, failing agreement, to be nominated by the Chairman of the Association of Arbitrators (Southern Africa). The Arbitration shall be in terms of the Rules for the Conduct of Arbitrations as published by the said Association of Arbitrators. Referral to arbitration under this Sub-Clause shall take place within three months of the date of notice from either party declaring that the settlement negotiations under Sub-Clause 8.1 [*Amicable Dispute Resolution*] have failed, or, if mediation is agreed on, within three months of the date of the mediator's opinion or the date upon which the mediator declares that the mediation has failed, Claims not bought within the time periods set out herein will be deemed to be waived.

8.3.2 The said Rules shall be those Rules current at the date of declaration of the dispute.

8.3.3 The Arbitration shall be held in Johannesburg in the language of the Agreement.

CLAUSE	CLAUSE HEADING	CONDITION
5	**PAYMENT** **5.2 Time for Payment**	**Agreed compensation for overdue payment** .....% per annum
6	**LIABILITIES** ***6.3* Duration of Liability**	Duration of liability is 5 years calculated from the commencement date.
	6.4 Limit of Compensation	Insert Rand Value

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: RW10402859/22**

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

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

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

i) The Contractor and.

ii) The Insurer or Insurance Broker appointed by the Contractor

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

SIGNED:

i) For and on behalf of the Contractor

.....

Official Capacity:.....

SIGNED:

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

.....

Official Capacity:.....

PART C2: PRICING DATA

C2.1. PRICING ASSUMPTIONS

1. These Bills of Quantities (C2.2) shall be used to assist both parties in administering and agreeing any changes/variations, which may arise during the course of the Contract.

2. These Bills of Quantities shall be used to calculate the value of work completed in the evaluation of interim/final payments.

3. The Contractor is deemed to have allowed opposite each item contained in these Bills of Quantities whatever costs and charges it may consider necessary for the carrying out, complying with and due observance of the provisions, conditions and requirements set out in the Contract.

4. No claim whatsoever will be entertained in respect of errors or omissions in pricing due to the brevity of a description of any item contained in these Bills of Quantities which items are fully described or can reasonably be inferred when read in conjunction with the relevant clauses provided for in the Conditions of Contract, Specifications, Drawings or other relevant documentation.

5. Any item left un-priced will be deemed to be provided for elsewhere and no claim for any extras arising out of the Contractor's omission to price any item will be entertained.

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

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

The Bidder is required to submit the following:

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

Note: Pricing schedules/ rates for proposed resources must be fully completed and must represent the complete and entire pricing for this Tender. By way of clarity, no commissions, brokerage or other fees or amounts will be payable by any person or entity whatsoever in respect of this Tender, other the amounts listed in the Pricing schedule.

PART C3: SCOPE OF WORK

C3.1. DATES FOR DELIVERY AND COMPLETION

1. It is estimated that the Contract will be placed on or before 01 May 2023 access to undertake work will only become available after the issue of the Site Access Certificate.
2. The Bidder shall state the proposed start and completion dates based on the above approximate date, these dates shall comply with the dates mentioned below in T2.2.1.4
3. The Bidder shall simultaneously fill in the period required to complete the work in days or weeks from the date of acceptance of the offer by the Employer. This shall be used to adjust dates should the Contract placement date vary.
4. All equipment and plant shall be handed over by 31 March 2028 and the Bidder's programme shall comply with this requirement by the Employer.

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

Table C3.1: Dates for delivery and completion

NOTE THAT A DETAILED PROJECT PROGRAMME MUST BE INCLUDED WITH THE BID SUBMISSION

Name of Bidder: _____

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

Date: _____

C3.2. SCOPE OF WORK

The successful service provider will be required to provide the following in support of the development of Rand Water's Risk Financing strategy. The scope of services is as follows:

Provision of the following general insurance actions in terms of placement, maintenance and administration of the insurance portfolio:

- Claims administration and maintenance;
- Day to day correspondence and queries;
- Keep Rand Water up to date with latest amendments to the Legislation on Insurance through workshops

3.2.1 The following detailed requirements are required in relation to the Risk Financing Structure and Services:

a. Review of the existing structure and indemnity limits
b. Evaluate the appropriateness of the structure and indemnity limits in place
c. Review the cost effectiveness of the structure, that is, provide us with proposals relating to what you may perceive as being most cost effective for Rand Water
d. Provide us with advantages/disadvantages of existing structure
e. Examine in great detail the appropriateness of the use of Self-insurance structures as a solution for Rand Water
f. Provide us with advantages/disadvantages of Self-Insurance as a solution
g. Review all possible Alternative Risk Transfer Mechanisms and relate them to the level of appropriateness for Rand Water
h. Provide us with a comprehensive proposal including all of the above and any additional information you may deem necessary (such information must be in direct relation to the Risk Financing Structure)

The following detailed requirements are required in relation to the Risk Financing Services. Note that the services are in relation to your proposed risk financing structures and include, but are not limited to the following:

3.2.2 Obtain Insurance cover

a. Advise and consult with Rand Water on its short-term insurance portfolio renewal strategy, from time to time;
b. Obtain required short-term insurance from the insurance industry based on the needs of Rand Water, the prevailing market conditions at the relevant time and the insurance products that are available to mitigate or partly mitigate the risks as identified;
c. Continuously negotiate beneficial policy conditions with an insurer; and
Arrange for the issuing of the necessary policy contracts by the insurer, on behalf of Rand Water, as and when required.
d. Underwriting services e.g. approaching markets, obtaining quotes/terms, negotiations with risk partners, placement of cover etc.
e. Providing Rand Water with regular progress updates, presentations of terms etc.

3.2.3 Claims Administration

Full claims service in all areas

a) Assist in the claims management process from submission to finalisation and reporting stage;
b) The Service Provider will be responsible for management of claims and, for the sake of clarity, claims management needs include but is not limited to:
c) Ongoing management of all outstanding claims;

d) Receiving claims from Rand Water and submitting these to the insurer on a timely basis;
e) Following up with the insurer regarding the progress of claims;
f) Informing Rand Water of outstanding documents on claims, if applicable;
g) Informing Rand Water when payments are made by insurers;
h) Ensuring correct calculation and payment of benefits by an insurer; and
i) Interacting with an insurer where claims are repudiated.
j) Ensure that claims are submitted to the insurer correctly and on time;
k) Ensure that all claims lodged with the insurers are supported by all the relevant documentation to ensure efficient settlement; and
l) Ensure that Rand Water's contractual rights, in terms of the insurance policy, are enforced.

3.2.4 Risk Management Programme

a) Facilitate risk improvements activities as party of the risk management programme
b) Have capability to support risk management needs analysis for Rand Water
c) Risk Assessments (where deemed necessary or required)

3.2.5 Reporting

a) Monthly Reporting: Provision of regular and detailed reports (claims & underwriting)
b) Quarterly Reporting: Performance of the programme
   i. Ongoing evaluation of uninsured risks and possible options for addressing them
   ii. Ongoing analysis of loss statistics to identify trends to assist Rand Water in future loss prevention and more effective management of risk

3.2.6 Facilitate the relationship with appointed insurers and prospective underwriters

a) Act in best interest of Rand Water in all dealings with the appointed insurers and prospective underwriters.
b) Ensure that the Service Provider's Personnel appointed to work on the Rand Water programme fully understand the Service Provider's obligations under this Agreement.

3.2.7 Account Maintenance

a. On-going maintenance of the account including maintenance in relation to the Captive (underwriting)
b. Provision of services to Rand Water and/or its Subsidiaries and/or its Associated Companies
c. Exploratory, ad-hoc services that may be required by Rand Water
d. Attendance /arranging of meetings (scheduled and unscheduled)
e. Training of Rand Water staff (if required and necessary)

3.2.8 Transition

a) The Service Provider must implement the final detailed transition plan approved by Rand Water and when taking on the Services; and

b) The transition plan must set out all tasks that will be undertaken to set-up the service delivery capability, in order to deliver the Services.

c) The Service Provider must assist with the handover of Rand Water's short-term portfolio to a new service provider at the expiration or earlier termination of the Agreement

3.2.9 People

Have a skill set as follows:

a) Senior Account Executive Manager: 15+ years across underwriting spectrum
b) Senior Claims Technician:15 + years' experience claims experience across different classes
c) Risk Surveyor: Possess experience in surveying risks similar to RW. (Infrastructure, Engineering)

3.3.0 A Service Plan should be drawn annually with inception of a new insurance period detailing the actions to be taken. The Service Plan should reflect at least the following general insurance actions:

a. Internal Strategy meetings;
b. Review existing cover;
c. Established uninsured risks and internal self-insurance capacity;
d. Review cover, limits and sums insured;
e. Review uninsured risks and exposure;
f. Re-broking and market exercise to obtain renewal terms;
g. Alignment of Insurance and Risk Management Philosophy;
h. Pre-renewal meeting to discuss excess structures and alternatives of renewal;
i. Renewal follow-up on alternative quotations;
j. Presentation of renewal terms and recommended options;
k. Confirmation of placement and 100% cover;
l. Confirmation of credit rating of insurance and re-insurance markets;
m. Premium allocations on recommended aggregates and service fees;
n. Compilation of detailed insurance manual as well as full summary on cover, limits, conditions and exclusions;
o. Check and provide issued policy as well as legal confirmation of statutory compliance;
p. Compilation of claims procedural manual
Adherence to the scope of services will be monitored by way of the following:

- Annual Post Renewal/Placement reports
- Annual performance review
- Regular meetings

The Bidder must refer to **Annexure C3.2: Scope of Work (including drawings, where applicable)** provided with this bid document.

PART C4: SITE INFORMATION

C4. SITE INFORMATION

Describes the site at the time of bid to enable the Bidder to price his bid and to decide upon his method of working and programming, and risks. It includes safety, health and environmental matters.

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