

	REQUEST FOR BID CONSTRUCTION	Form No: RW SCM 00046 F Revision No: 10 Effective Date: 13 Aug 2025
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BID NUMBER: RW10420384/26

BID DESCRIPTION: TENDER FOR THE INVESTIGATION, DRILLING, REHABILITATION, EQUIPPING, INSTALLATION, COMMISSIONING AND HANDOVER OF GROUNDWATER INFRASTRUCTURE FOR UNSERVED COMMUNITIES IN GAUTENG AND MPUMALANGA PROVINCES FOR A PERIOD OF SIX (6) MONTHS

MINIMUM CIDB CONTRACTOR GRADING FOR THIS BID: 5CE or Higher

ISSUE DATE:	Friday, 25 September 2026	
NON-COMPULSORY BRIEFING SESSION DATE:	N/A	N/A
BRIEFING SESSION VENUE:	N/A	
CLOSING DATE:	Friday, 16 October 2026	AT 12 :00 p. m
SITE VIEWING DATE/S:	N/A	

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Bongani Ndwandwe	CONTACT PERSON	Semakaleng Mangoali
TELEPHONE NUMBER	011 682 0724	TELEPHONE NUMBER	011 682 0396
E-MAIL ADDRESS (Submissions must be made to this address)	bwandw@randwater.co.za	E-MAIL ADDRESS	smangoal@randwater.co.za

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SECTION A: BID

PART T1: BIDDING PROCEDURES

T1.1. BID NOTICE AND INVITATION TO BID

Rand Water invites bids for the Tender for The Investigation, Drilling, rehabilitation, Installation and Commissioning of Boreholes in Various Communities in Gauteng and Mpumalanga Provinces for a period of six months	
The technical requirements for the <i>works</i> are fully stated in the employers' requirement / bid documentation.	
Minimum Contractor CIDB Grading Required	5CE or Higher Contractors shall have a Contractor grading equal to or higher than a contract grading designated above.
Contracting Strategy	Develop and construct
Classification	Specialised work
Procurement Procedure	Rand Water uses a single volume approach.
Awarding Strategy	The number of suppliers to be awarded for this bid shall be a minimum of seven (7) and a maximum of thirteen (13). The scope of works provides for the installation of boreholes and associated infrastructure across identified communities within local municipalities in Gauteng and Mpumalanga Provinces. An indicative requirement of up to sixty-one (61) boreholes is envisaged; however, this quantity is provided for planning and tender evaluation purposes only and does not constitute a guarantee or commitment to procure any minimum number of boreholes. Actual work will be allocated to successful bidders on an as-and-when-required basis, subject to confirmed requirements, site suitability, statutory approvals, available funding and operational priorities. Having regard to the geographical distribution of the works, Rand Water may allocate up to five (5) boreholes, inclusive of associated infrastructure, to any successful bidder, without guaranteeing any minimum allocation. <i>Where the award is made to more than one supplier, Rand Water may negotiate with the highest ranking pre-determined number of suppliers in order to normalise the prices, prior to award.</i>
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 bidders 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 five (5) 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 clarifications will be published on the eTender Publication Portal.
Bid Addenda	Rand Water shall issue addenda, where applicable, by no later than five (5) calendar days before the closing date. Bid addenda will be published on the eTender Publication Portal.
Bid Submission Location	Bids must be submitted before or on closing date and time at the following address: <i>Rand Water Head Office 522 Impala Road Glenvista 2058 (in the Bid Submissions Box at the Main Gate)</i>
Bid Validity	To be valid for 180 calendar days after closing date Rand Water reserves the right to extend the validity period for a period reasonable for business requirements.

T1.2. BID DATA

The conditions of this bid are the Standard Conditions of Tender as contained in the document *CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) Annexure C* and may be obtained from the CIDB.

The Standard Conditions of Tender for Procurement make several references to the Bid Data for details that apply specifically to this bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

The conditions that are applicable to this request for tender are the Standard Conditions of Tender published in Annex C of the Construction Industry Development Board (CIDB) Standard for Uniformity for Construction Procurement, Board Notice 423 of 2019 Government Gazette No 42622 of 08 August 2019.

Each item of data given below is cross-referenced to the Clause in the CIDB Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER (CIDB)	BID DATA
C.1.1	The Employer is Rand Water.
C.1.2	The bid documents issued by the Employer are detailed on the contents page of this bid document.
C.1.4	The <i>Bid</i> Employer's Representative/s is stated on the cover page of this bid document.
C.1.6.3	The Employer shall evaluate this bid in accordance with the evaluation criteria stated in this bid.
C.2.1	<i>Only those Bidders who are registered with the cidb, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a CE class of construction work, are eligible to have their tenders evaluated.</i> <i>Joint ventures are eligible to submit bids provided that:</i> <i>every member of the joint venture is registered with the cidb;</i> <i>the lead partner has a contractor grading designation in the 5CE class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.</i> <i>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a or 5CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</i>
C.2.7	The arrangement for a non-compulsory site meeting (where applicable) is as stated in the Notice and Invitation to Bid.
C.2.8	The due date for seeking clarification is as stated in the Bid Notice and Invitation to Bid.
C.2.12.1	Unless otherwise stated in the Bid data, Bidders may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a

C.2.12.2	schedule that compares the requirements of the tender documents with the alternative requirements that are proposed. Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
C.2.12.3	An alternative tender offer must only be considered if the main tender offer is the winning tender. In addition to the information appearing in C2.12 of the CIDB Standard Conditions of Tender, the following statements shall apply: • Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. • Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. • Pricing Data must reflect all assumptions in the development of the pricing proposal. • <i>The pricing of the alternative bid offer may not exceed the pricing of the main bid offer.</i> Acceptance of an alternative bid offer will mean acceptance in principle of the offer. In the event that the alternative bid offer is accepted, it will be a contractual obligation for the Bidder to accept full responsibility and liability that the alternative bid offer complies in all respects with the Employer's standards and requirements.
C.2.13.5 C.2.13.7	Bidders must submit one (1) original bid document and returnables. USB flash drive with pdf format of the bid document and returnables may be provided in addition of the required document. The Employer's address for delivery of the bid offers is stated in the Bid Notice and Invitation to Bid. The bid submission must be sealed and endorsed with both the bid number and the description of the bid, as it appears on the front cover of this bid.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
C.2.15	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
C.2.16	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.
C.2.23	See 2.1 List of Returnable Documents for a comprehensive list of certificates and additional documents required for submission with this bid.
C.3.4	Rand Water will make available the names of submitted bidders to interested parties who make request for such information, at least one (1) week after the closing date. (<i>CIDB Best Practice Guideline #A3 Evaluation tenders offers, February 2008</i>)
C.3.11	Rand Water's evaluation process comprises of the following steps. Specific criteria to be utilised for this bid are contained in <u>T1.3 Evaluation Criteria</u> a) Test for responsiveness/ pre-qualifiers Refer to the criteria as stated in T1.3 of this bid document. All test for responsiveness must be met for the bid submission to be considered further. b) Functionality evaluation Refer to the criteria as stated in T1.3 of this bid document. A minimum score of 70 percent must be obtained for the bid submission to be considered further. c) Preference Point System The (80/20 or 90/10) Preferential Point System will be used to evaluate price and specific goal on received written price quotations. Where 80/ 90 will be allocated for Price and 20 / 10 for the Specific goals. i. Price Analysis

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

ii. Specific Goal

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

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

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

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

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

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

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 Contributor	Status Level of	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 10/20 for B-BBEE**

d) Objective Criteria

	<i>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.</i> SUMMARY The total number of functionality/ quality (PF) shall be the sum total of the product of quality criteria by weight allocated. The total number of adjudication points (PT) shall equal the sum of the bid price points (Ps) and the BBBEE status points (PP) i.e. PT = Ps + PP Rand Water does not bind itself to accept the bid with the highest number of adjudication points.
C.3.17	Rand Water shall provide to the successful bidder the signed copy of the contract after completion and signing of the form of offer and acceptance.

T1.3. EVALUATION CRITERIA

T1.3.1. TEST FOR RESPONSIVENESS/ PRE-QUALIFIERS

1. CIDB grade **5CE** / higher or bidders who are capable of being grade **5CE**/higher prior to the evaluation of submissions.
2. Fully completed and signed Form of Offer.
3. The use of correction fluid or any other similar substance to make corrections is not permitted.

T1.3.2. FUNCTIONALITY EVALUATION

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

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

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

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

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
A.	<u>Positive Record of Previous Experience relevant to the current scope/ work (with contactable client ref.)</u> This is based on bidder history and managing projects of a similar nature to this bid. The reference must be written confirmation from clients and may include a completion certificate.	T2.2.10	25	4-point scale None – 0% Weak – 33.3% One (1) Reference Moderate – 66.7% Two (2) References Good – 100% Three (3) References and Above
B.	<u>Human Resource Capacity</u> Adjudicated based on Human Resource Capacity Schedule (including company's Project Team vs. Company Organogram; Project Team Member List including CV's, resource allocation). The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work. Minimum compliance requirements should be defined e.g. number of engineers, technicians (registered/vs). i.e. what should be in the Organogram. Key resource should include the following professional: Ground Water Specialist (Geohydrologist - Pr.Sci.Nat – SACNASP) – 5 years' experience in the development of boreholes within South Africa. Electrical Engineer (Pr.Eng. or Pr.Technologist - ECSA). Registration as a Professional Engineer or as a Professional Engineering	T2.2.11	25	4-point scale None – 0% No submission Weak – 33.3% Company organogram provided with CV of one key resource (Ground Water Specialist, Pr.Sc.Nat SACNAP). Moderate – 66.7% Company organogram, project team including CVs with two professional key resources (Ground Water Specialist, PrSc Nat SACNAP and Electrical Engineer, Pr.Eng. and Pr.Technologist – ECSA). 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. With two professional resources (Ground Water Specialist, PrSc Nat SACNAP and Electrical Engineer, Pr.Eng. and Pr.Technologist – ECSA). Proof of professional registration (PrSc Nat SACNAP, ECSA) of the key resources must be submitted with the CVs. Failure to submit proof of professional registration will be regarded as none submission.

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
	Technologist in terms of Engineering Professions Act, 2000. Must have at least 5 years' post registration experience in the development of boreholes within South Africa – with renewable energy experience (solar).			
C.	<u>Equipment Resource Capacity</u> Adjudicated based on Equipment Resource Capacity (i.e. office space (lease/rental agreement OR Title deed) and requisite tools, vehicles (proof of vehicle registration Natis) 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. Minimum compliance requirements should be defined e.g. type and number of equipment (rental or owned) Minimum required equipment: Drilling rig, Industrial Air compressors, Pumps, Geophysical Survey Meters	T2.2.12	25	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. <i>2xDrilling rigs, 2xIndustrial Air compressors, 2xWater Pumps, 2xGeophysical Survey Meters, 2xLight delivery Vehicles (LDVs), Office space</i> 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. <i>3xDrilling rigs, 3xIndustrial Air compressors, 3xWater Pumps, 3xGeophysical Survey Meters, 3xLight delivery Vehicles (LDVs), Office space</i>
D.	<u>Method Statement</u> • Specific method statement in accordance with the scope of work • Aligned with Contractual requirements • Credible/Acceptable The method statement must cover the following critical aspects: • Understanding of the scope • Approach and methodology • Studies and Compliance	N/A	20	4-point scale None – 0% No submission Weak – 33.3% Method Statement addressing all of the below deliverables • <i>Understanding of the scope</i> • <i>Approach and methodology</i> • <i>Studies and Compliance</i> • <i>Programme schedule</i>

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
	- Drilling, Testing, Construction and Installation - Commissioning & handover - Programme schedule - Operator on-job training			Moderate – 66.7% Method statement addressing all of the below deliverables • <i>Understanding of the scope</i> • <i>Approach and methodology</i> • <i>Studies and Compliance</i> • <i>Programme schedule</i> • <i>Drilling, Testing, Construction and Installation</i> Good – 100% Method statement addressing all of the below deliverables • <i>Understanding of the scope</i> • <i>Approach and methodology</i> • <i>Studies and Compliance</i> • <i>Programme schedule</i> • <i>Drilling, Testing, Construction and Installation</i> • <i>Commissioning & handover</i> • <i>Operator on-job training</i>
E.	<u>Safety Health and Environment</u> Adjudicated based on the signed internal management Health & Safety Policy, signed SHE Plan and signed Environmental Policy	T2.2.13	5	2-point scale None- 0% No submission or submission below weak. Good -100% Submission of signed internal management Health & Safety Policy, signed SHE Plan and signed Environmental Policy
TOTAL			100	

T1.3.3. PRICE

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

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

T1.3.4. PREFERENCE POINT SYSTEM

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

T1.3.5. OBJECTIVE CRITERIA

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

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

- a) Aggregate value of R250 million (inclusive of all taxes) awarded in a financial year.
 - b) Where an award to be made to the bidder results in the cumulative value exceeding the rotation threshold for bids, that award can be made which will constitute the last award to the supplier in the financial year.
 - c) As its objective criteria, Rand Water shall therefore not award to a Bidder that scores the highest points, if such Bidder has already exceeded the rotation threshold for bids.
- In cases where the bidder who has been awarded more than R250 million in the financial year is the **only successful respondent**, Rand Water reserve the right to assess the risk and evaluate accordingly.

PART T2 : RETURNABLE DOCUMENTS

T2.1. LIST OF RETURNABLE DOCUMENTS

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

T2.1.1 Returnable required at Tender closing (disqualifiable):

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

No.	Description	Action Required
1.	Test for responsiveness/ Pre-qualifiers (List as per T1.3.1)	Attach copies
2.	Pricing Schedule / Bill of Quantities (BoQ)	Attach copy
3.	- Compulsory Enterprise Questionnaire - SBD 6.1 Preference Points - SBD 4 Bidder's Disclosure	- Complete and fully sign T.2.2 - Complete and fully sign SBD 6.1 - Complete and fully sign SBD 4
4.	Resolution Letter for the Main Contractor (a letter authorising the person completing the bid to sign on behalf of the company)	Attach copy

T2.1.2 Returnable required at Tender Closing date and time for evaluation

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

No.	Description	Action Required
1.	Refer to Functionality evaluation T1.3.2 for required documents.	Submit document as referenced in T1.3.2
2.	B-BBEE or Sworn affidavit certificate	Attach copy
3.	- Requirements with regard to fluctuations in the cost of labour and materials - FOB Prices of imported equipment/materials for which foreign exchange would be required and importing charges.	- Complete T2.2.6 - Complete T2.2.7
4.	Declaration of Insurance	Complete T2.2.8
5.	3-year financial statements (audited in accordance with the organisation's relevant PI score, however limited to a minimum assurance level of an Independent Review). In addition, the current year's management report must be submitted i.e. (Income statement, Balance sheet and cash flow statement)	Attach copies

T2.1.3 Returnable required at Tender closing (non-disqualifiable)

These returnables are required to be fully completed, signed (if required on the returnable) and submitted with bid at Bid closing date and time; however, if not submitted by Bidder or submitted with incomplete information or without a required signature, the Senior Buyer / Sourcing Manager will, in writing, request the bidder to submit the returnable within 5 working days. If the returnable is not fully completed, signed if required and/or received by the Senior Buyer / Sourcing Manager within 5 working days of the request, the bidder will be disqualified.

No.	Description	Action Required
1	NA	NA

T2.1.4 Documents required after awards

No.	Description	Action Required
1	Safety file inline with Rand Water Requirement	Safety file
2	Performance guarantee	Performance guarantee

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: CIDB registration number, if any:	
Section 4: CSD Number:	

Section 5: 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 6: Particulars of companies and close corporations

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

Section 7: SBD 4 issued by National Treasury must be completed for this bid.

Section 8: SBD 6.1 issued by National Treasury must be completed for this bid.

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

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

Name of Bidder: _____

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

Date: _____

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the

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.

- intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

The applicable preference point system for this tender is the **80/20** preference point system.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms

of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non -contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown

in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

T2.2.2. RECORD OF ADDENDA TO BID DOCUMENT

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

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

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____

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	Percentage of work awarded	CIDB Grading
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 may be deemed to be unqualified.
- T2.2.4.3. If no departures or modifications are described, the schedule shall be marked NIL and signed by the Bidder.

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

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____



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

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

[illegible]

Official Capacity:

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

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

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

* Delete whichever is not applicable.

FORMULAE OR BASIS FOR THE ADJUSTMENT OF THE BID PRICE

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

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

.....

.....

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

.....

.....

.....

.....

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

.....

.....

.....

RECORDING OF WEATHER AND ABNORMAL RAINFALL

If during the time for completion of the works or any extension thereof abnormal rainfall or wet conditions shall occur then an extension of time in accordance hereof shall be granted by the Employer calculated in accordance with the formula given below for each calendar month or part thereof.

$$V = (Nw - Nn) + ((Rw - Rn)/X)$$

V	Extension of time in calendar days in respect of the calendar month under consideration.
Nw	Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.
Nn	Average number of days, as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month.
Rw	Actual rainfall in mm recorded for the calendar month under consideration.
Rn	Average rainfall in mm for the calendar month as derived from existing rainfall records.

For purposes of the contract Nn, Rn, X and Y shall have those values assigned to them in the Contract Data and/or the Specification. The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month to be calculated using pro rata values of Nn and Rn. This formula does not take account of flood damage that could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw-Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm. The factor (Rw-Rn)/X shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

The following average rainfall figures are applicable:

INFORMATION SOURCE: South African Weather Service
Pretoria, Tel.: 082 233 8484

Y = 10 mm/24 hour day; X = 20 mm

STATISTICAL INFORMATION: (DWS NEAREST RAINFALL STATION)		
STATION: LATEST		
Month	RAINFALL	
	Nn = Average number of days during the calendar months in which a rainfall of more than Y-mm has been received	Rn = Average monthly rainfall
January	XX	XX
February	XX	XX
March	XX	XX
April	XX	XX
May	XX	XX
June	XX	XX
July	XX	XX
August	XX	XX
September	XX	XX
October	XX	XX
November	XX	XX
December	XX	XX
Total	XX	XX

The Contractor shall be permitted to take his own rainfall measurements on site subject to the Engineer's approval, but access to the measuring gauge(s) shall be under the Engineer's control. The Contractor is to provide and install all the necessary equipment for accurately measuring the rainfall as well as to provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost.

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____

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

- T2.2.7.1 The Tenderer shall complete each schedule (TABLE T2.2.11) listing the F O B value of all items of equipment/materials for which foreign exchange would be required.
- T2.2.7.2 Tenders based on the supply of locally manufactured equipment and/or materials priced competitively, will be given preference by the Employer (Rand Water) provided such equipment and/or materials, and the manufacture thereof, are of sufficiently high standard to meet the Employer's requirements.
- T2.2.7.3 If no items are to be imported or if firm prices are submitted the relevant section of the schedule (TABLE T2.2.11) shall be marked NIL. If the equipment contains imported equipment/materials then the Tenderer shall complete the schedule listing the F O B value of all items of equipment/materials, which have been **or** are to be imported." Prices tendered for this imported equipment/material shall be quoted in **currency of origin**. It will therefore be the responsibility of the Tenderer to provide the Employer all necessary information/documentation of the order/s for equipment/material, (prior to concluding the order/s) for the Employer to take out a Forward Cover for this imported equipment/material, when and if deemed prudent. The approved **FORMS** are to be requested from the Employer and completed prior to **ANY** order/s of equipment/materials with a foreign exchange exposure and as provided for in this tender.
- T2.2.7.4 The Tenderer shall be expected to provide full documentation (i.e. Invoice, Bill of Lading, International Supplier's Invoice, etc.) supporting foreign currency requirements for this imported equipment/material to support the Employer's application to the SARB for the exchange control approval. The Employer will pay all International Suppliers directly as per the International Suppliers Invoice submitted.
- T2.2.7.5 The Tenderer **shall** sign each schedule.
- T2.2.7.6 For evaluation purposes, the prices of imported equipment/material sourced directly from outside South Africa quoted in currency of origin will be converted to South African Rand (**ZAR**) using the closing rate of exchange as published by SARB on the date, one week (7-day calendar days) prior to the closing date for the Tender.
- T2.2.7.7 All services (i.e. installation, commissioning costs, etc.) related to the handling of the equipment/materials shall be quoted in South African Rand (**ZAR**).

- T2.2.7.8 All costs or marks ups for goods/services that are not imported or procured internationally are to be quoted in South African Rand (**ZAR**) and **deemed fixed and firm**.
- T2.2.7.9 It is the responsibility of the Tenderer to ensure that the foreign exchange exposure as completed in this section corresponds to the foreign exchange exposure as completed in the Local Content Declaration and the Bill of Quantities for Foreign Exchange Exposure. The tender price for the equipment/materials in the currency of origin as completed in this schedule (TABLE T.2.2.11) is deemed as fixed and firm prices.
- T2.2.7.10 The Employer will only take out Forward Cover for the equipment/material as fully completed in this schedule (TABLE T.2.2.11) in the related currency of origin. All charges for the Employer's account referred to in the General Conditions of Contract and any changes in the rates of exchange will only be paid or allowed by the Employer in respect of items listed in this schedule (TABLE T2.2.11).

T2.2.7.1.

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

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

Name of Tenderer: _____

Signed by or on behalf of Tenderer: _____

Date: _____

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

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

Table T2.2.11: F O B Prices

The above Table T2.2.11 to be **fully completed and signed**. For detailed breakdown of foreign exchange items an Annexure may be submitted, **however** failure to fully summarise, complete and stipulate the foreign exchange exposure in Table T2.2.11 above will render the contract a fixed and firm South African Rand (**ZAR**) contract.

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

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

.....

.....

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

Table T2.2.11: F O B Prices

Guaranteed date of shipping

Guaranteed date of delivery to railway authority

Name of Tenderer: _____

Signed or on behalf of Tenderer: _____

Date: _____

T2.2.8. DECLARATION OF INSURANCES

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

Cover effected	Insurer	Policy	Expiry date
COVID			
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 COVID, a copy of the current receipt and letter of good standing is attached.

Name of Contractor:

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

Date: _____

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

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.

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

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

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

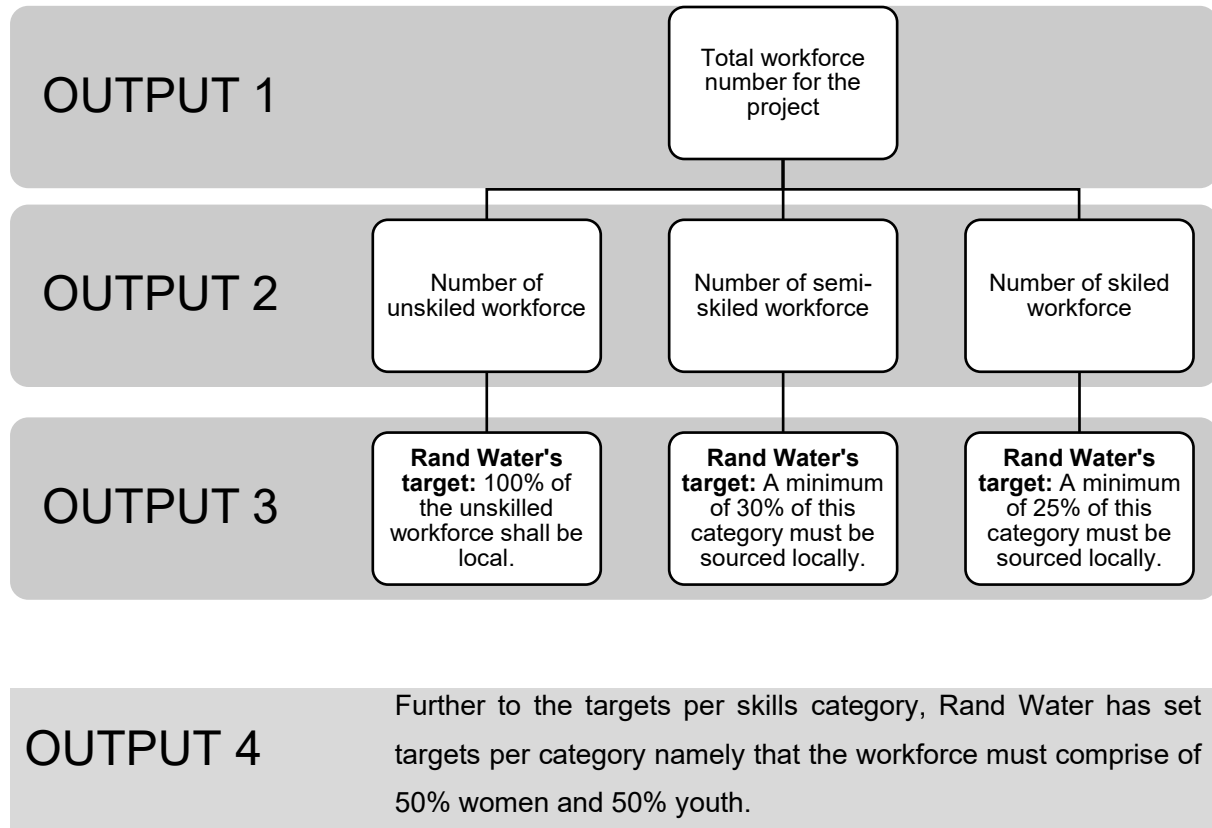
Official

Capacity: _____

Date: _____

T2.2.9.1. JOB CREATION REQUIREMENT (NOT APPLICABLE TO BIDDERS)

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



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

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

Name of Bidder: _____

Signed by or on behalf of Bidder: _____

Official Capacity: _____

Date: _____

T2.2.9.2 SED MATRIX (NOT APPLICABLE TO BIDDERS)

KEY PERFORMANCE AREA	INDICATOR	MEASURE	TARGET	QUANTITY	COST	TIMELINE			COMMENTS
						START	END	DURATION	
Job Creation <i>Total workforce number for the project:</i> <i>(insert)</i> 	Employment: Unskilled 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 k.6 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 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 in the BoQ						
		Number of graduates trained	Number of unskilled						

KEY PERFORMANCE AREA	INDICATOR	MEASURE	TARGET	QUANTITY	COST	TIMELINE			COMMENTS
						START	END	DURATION	
		and provided workplace experience	indicated in the Bidder's recruitment plan						
Social Responsibility	Community development initiatives (NOT APPLICABLE)	Rand value	Rand value in the BoQ						
Social Facilitation	Appointment of CLOs	Rand value	Rand value of A.3 in the BoQ						
Participation of Local Enterprises	Work allocated to local enterprises that are 51% black owned	Rand value	Rand value						
	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 (NOT APPLICABLE TO BIDDERS)

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 T 2.2.13.1)		
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.	N/A	N/A
4.	Participation of Local Enterprises	- The work highlighted for Participation of Local Enterprises is work that must be issued to local enterprises that are a minimum 51% black owned. This is a minimum. The Bidder must ensure that the work to be allocated to local enterprises amounts to a minimum of 5% of the whole work. This must be indicated clearly in the Bidder's SED plan. - The sourcing of local enterprise shall be a competitive process. The method of sourcing must be pre-approved by Rand Water. - Attach a procurement plan for non-core services and materials required. Rand Water's target is that the Bidder must procure 100% of these services and materials from local enterprises that are a minimum 51% black owned.		
5.	Social Facilitation	The Bidder must provide the costing with reference to A.3.		

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.

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.

[illegible]

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T2.2.11.3. List of Current Contracts (Workload)

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

NOTES

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

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____

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, Health and Environment Policy

Bidders shall submit a copy of their company's internal Safety, Health and Environment 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. Construction Health and Safety Manager / or Officer

Bidders shall submit the details of the name and particulars of the person proposed to be appointed as the Construction Health and Safety Manager/or Officer (include proof of registration with SACPCMP).

5. 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: _____



[illegible]

Capacity: _____

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

Number recommended	Description	Price each
		R

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

.....

.....

.....

Special tools provided

.....

.....

.....

Name of Bidder: _____

Signed by or on 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	Hydrogeological	The borehole does not intersect a productive aquifer or yields insufficient water	Use of traditional siting methods.	Total loss of investment, project failure, and the need for expensive additional drilling.	Threat	Low	High		
2	Geological	Drilling in areas with specific risks such as dolomite (prone to sinkholes) or over old mining tunnels (risk of hitting voids or acid mine drainage)	Poor geological assessment	Catastrophic ground subsidence and ground water contamination	Threat	Low	High		

PROJECT RISK MANAGEMENT REGISTER FOR CONTRACT									
Please fill in the blank columns labelled Response Strategy and Response Action for each Risk Event listed in the table below:									
RISK IDENTIFICATION						QUALITATIVE RISK ASSESSMENT		RISK RESPONSE PLAN	
#	RISK CATEGORY	RISK EVENT	CAUSE	EFFECT	THREAT OR OPPORTUNITY	PROBABILITY	IMPACT	RESPONSE STRATEGY	RESPONSE ACTIONS
3	Servitudes	Drilling on land that has a registered servitude (a right of way for another entity).	Prior wayleave application/approval	Legal liability and project stoppages	Threat	Medium	High		
4	Drilling Hazards	Encountering challenging ground conditions like high pressure zones, unstable formations, or corrosive environments	Poor Geological studies assessment	Project delays and safety hazards for personnel	Threat	Medium	High		

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____

T2.2.17. PENALTY TABLE

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

PENALTY TABLES					
DELAYS ON ITEMS ATTRACTING PENALTIES	Value of Contract (Excl VAT.) in millions R				
	<1	≥1<5	≥5<20	≥20<50	≥50
PROGRAMME AND PRELIMINARY DOCUMENTS (Rand's per day delay)	1 000	5 000	10 000	10 000	10 000
SECTIONAL COMPLETION	1% of the value of the outstanding work/ week				
OVERALL COMPLETION	1% of the value of the outstanding work/ week				
COMMISSIONING (Rand per day delay)	5 000	10 000	15 000	20 000	25 000
REMEDYING OF DEFECTS					
a) Critical to asset functioning/ running (Rand per day delay)	5 000	25 000	50 000	50 000	50 000
b) Not critical to asset functioning/ running (Rand's per day delay)	500	2 500	5 000	5 000	5 000
SHEQ					
a) SHEQ non-conformances, corrective and preventative actions not resolved within the agreed target dates	500	2 500	5 000	5 000	5 000
Agreed target dates exceeding 5 working days					
b) Non-reporting of SHEQ incidents and statistics within the required timeframe	500	2 500	2 500	5 000	5 000
Within a shift / Within 24 hrs					
c) Repeat SHEQ non conformances	1 000	5 000	10 000	10 000	10 000
d) Overtime Work without the required approvals during Construction phase (Rands)	1 000	5 000	10 000	10 000	10 000

Name of Bidder:

Signed by or on
behalf of Bidder:

Official
Capacity:

Date:

SECTION B: CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1. FORM OF OFFER AND ACCEPTANCE

LETTER OF TENDER

DESCRIPTION: **THE INVESTIGATION, DRILLING, REHABILITATION, INSTALLATION AND COMMISSIONING OF BOREHOLES IN VARIOUS COMMUNITIES IN GAUTENG AND MPUMALANGA PROVINCES FOR A PERIOD OF SIX MONTHS**

TENDER NO: **RW10420384/26**

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

We have examined the Conditions of Contract, Specifications, Drawings, Schedules, the attached Appendix and Addenda No.'s for the execution of the above named Works. We offer to execute and complete the Works and remedy any defects therein in conformity with this Tender which includes all said documents, for the total sum of in **South African Rand (ZAR_____)**
(_____ **Amount in Words inclusive of all taxes**) or such other sum as may be determined in accordance with the Conditions of Contract.

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

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

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

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

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

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

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

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

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

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

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

(Note: for foreign currency complete the amount in full where applicable and if not applicable state N/A).

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

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

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

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

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

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

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

Address:

Date:.....

Signature of Witness: _____

Signature of Witness: _____

Name of Witness:_____

Name of Witness:_____

Date : _____

Date : _____

C1.1.2. CONTRACT AGREEMENT

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

RAND WATER
(hereinafter called "the Employer")

And

(hereinafter called "the Contractor").

Whereas the Employer desires that the Works known as **Tender for The Investigation, Drilling, Rehabilitation, Installation and Commissioning of Boreholes in Various Communities in Gauteng and Mpumalanga Provinces for a Period of Six (6) Months** should be executed by the Contractor, and has accepted a bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

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

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

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

Authorised signature of Employer

Authorised signature of Contractor

for and on behalf of the Employer

for and on behalf of the Contractor

Name:

Name:

Designation: **GROUP 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 applicable to this Contract are the:
“General Conditions” which form part of the “Conditions of Contract for CONSTRUCTION for Building and Engineering Works Designed by the Employer”

First Edition 1999

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

C1.2.2. PARTICULAR CONDITIONS

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

The following clauses – of the Conditions of Contract for CONSTRUCTION for Building and Engineering Work Designed by the Employer, First Edition 1999, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) shall be amended as stated below:

1. GENERAL PROVISIONS

1.1 Definitions

1.1.1 The Contract

1.1.1.2 Delete this definition and replace with the following:

“**Contract Agreement**” means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].

1.1.2 Parties and Persons

1.1.2.2 Delete this definition and replace with the following:

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

1.1.3 Dates, Tests, Periods and Completion

1.1.3.2 Delete this definition and replace with the following:

“**Commencement Date**” means the date notified under Sub-Clause 8.1 [Commencement of the Works] save where otherwise defined in the Contract Agreement.

1.1.4 Money and Payment

1.1.4.1 Delete this definition and replace with the following: “**Accepted Contract Amount**” means the amount accepted in the Letter of Acceptance, or payment amount recorded in the Contract Agreement if there is no Letter of Acceptance, for the execution and completion of the Works and the remedying of any defects.

1.1.4.13 Include this additional sub-clause:

“**Fixed rate items**” mean those items which have been described as “FIXED RATE” i.e. the Bidder should make allowance for variation in quantities that could change price and escalation and unforeseen price increments in materials, labour and machineries. Such rate would not be reviewed for new rates in case of any change in quantity whether up or down and also any fluctuation in price of resources.

1.1.6 Other Definitions

1.1.6.2 Delete this definition and replace with the following:

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

1.1.6.7 Delete this definition and replace with the following:

“**Site**” means the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered.

1.2 Interpretation

The following is added at the end of this Sub-Clause:

“In these Conditions, provisions including the expression “Cost plus reasonable profit” require this profit to be one-twentieth (5%) of this Cost.”

1.4 Law and Language

Delete this Sub-Clause and replace with the following:

“The Contract shall be governed, construed and interpreted in accordance with the Laws of the Republic of South Africa. The language of the Contract shall be English.”

1.6 Contract Agreement

Delete this Sub-Clause and replace with the following:

“The Contractor shall within a reasonable time after having been called upon to do so, enter into and execute a Contract Agreement.”

1.8 Care and Supply of Documents

Delete the first sentence of the second paragraph of this Sub-Clause and replace with the following:

“Each of the Contractor’s Documents as well as the SHERQ File shall be in the custody and care of the Contractor, unless and until taken over by the Employer.”

1.10 Employer’s Use of Contractor’s Documents

Delete this Sub-Clause and replace with the following:

“For the purposes of this clause, Intellectual Property means statutory and common law proprietary rights in respect of patents, designs, copyright, know how, confidential information, domain names, drawings, data and all other rights in respect of Intellectual Property

compiled, created or prepared in execution of the Works 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 Contractor's documents and other design documents made by (or on behalf of) the Contractor and in and to any and all documents prepared in connection with the Agreement shall vest in the Employer."

1.12 Confidential Details

The following is added at the end of this Sub-Clause:

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

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

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

1.13 Compliance with Laws

The following is added at the end of this Sub-Clause:

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

THE FOLLOWING ADDITIONAL SUB-CLAUSES ARE ADDED TO THE END OF CLAUSE 1:

1.15 Whole Contract

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

1.16 Non-Waiver

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

2 THE EMPLOYER

2.4 Employer's Financial Arrangements

This Sub-Clause is deleted in its entirety.

3 The Engineer

3.2 Delegation by the Engineer

The following is added at the end of this Sub-Clause:

"The authority to delegate expressly excludes the delegation of powers to vary the Works in terms of Sub-Clause 13.1 [Right to Vary]."

3.3 Instructions of the Engineer

Delete this Sub-Clause and replace with the following:

"The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. These instructions shall be given in writing."

Should the Contractor fail within reasonable time to carry out the Engineer's instructions regarding any matter whatsoever on which he is authorized to order and direct the Contractor, then without vitiating the Contract and without prejudice to any other remedy the Employer may have under the Contract, the Employer may, after serving notice of its intention on the Contractor, itself take such action or employ others to take such action on its behalf as the Contractor has failed to take on the Engineer's instructions.

For this purpose, the Employer may use any suitable plant or materials brought on Site by the Contractor. The cost to the Employer of taking action on account of the Contractor's failure to carry out the Engineer's instructions shall be for the Contractor's account and may be recovered from the Contractor by the Employer, but such work shall be valued as if performed by the Contractor in terms of the Contract at Contract rates and included in the payments due to the Contractor.

3.4 Replacement of the Engineer

Delete this Sub-Clause and replace with the following:

"If the Employer intends to replace the Engineer, the Employer shall give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer."

4 THE CONTRACTOR

4.2 Performance Security

In the second paragraph of this Sub-Clause delete the period of "28 Days" and replace with "14 days".

The following is added at the end of this Sub-Clause:

"Should the Contractor fail to provide the said security within the specified time the Employer, in his sole discretion, may either: -

- (a) Withhold payment from the Contractor until the amount withheld is equal to 5% in value of Accepted Contract Amount, or
- (b) Proceed to issue notice in terms of Clause 15 [Termination by Employer]"

Delete the last paragraph of this Sub-Clause and replace with the following:

The employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Taking-Over Certificate.

4.3 Contractor's Representative

The following is added at the end of this Sub-Clause:

"Without derogating from the generality of the foregoing, the Contractor's Representative shall, at the Contractor's cost, implement forthwith any additional safety precautions which the Engineer may consider necessary for the proper protection of the Contractor's employees engaged in the Works. Work to which such additional precautions will apply shall be suspended pending the implementation of such precautions."

4.8 Safety Procedures

"Without derogating from the generality of the foregoing, the Contractor shall:-

- (a) comply strictly with the Employer's site SHERQ Specifications/Rules, applicable legislation, other requirements and regulations from time to time in force, a copy of which is incorporated into and shall be read as part of the Agreement;
- (b) be responsible for the safety and welfare of all its employees and shall comply with all relevant SHERQ requirements;
- (c) familiarize himself with all the Employer's internal SHERQ systems, regulations, policies and procedures and all legislative or statutory requirements with regard to the health and safety of the Contractor'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 the requisite 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 Employer's site rules and regulations, including his subcontractors and their employees, the South African safety regulations in particular, the Occupational Health and Safety Act (No. 85 of 1993) and relevant regulations and their latest revisions;
- (g) be responsible for the discipline of its employees and shall, at the Employer's request remove from the site any incompetent or undesirable employees."

4.9 Quality Assurance

The following is added at the end of this Sub-Clause:

"Without derogating from the generality of the foregoing, the Contractor shall maintain an effective quality management system in accordance with the requirements of ISO 9001 (or equivalent), in order to ensure and demonstrate that the Works and services conform to the specified requirements. A copy of the ISO 9001 Certification Certificate (or equivalent) must be submitted on request.

The Engineer will have the right to visit the manufacturing location for the purpose of audit, surveillance or inspection during the manufacturing of the Materials/Plant to verify the Contractor's quality management.

In the event of the Material/Plant being rejected due to non-compliance with the specification, workmanship and/or other valid reasons, then the cost of rectification as well as re-inspection shall be for the account of the Contractor."

4.11 Sufficiency of the Accepted Contract Amount

The following is added at the end of this Sub-Clause:

"Without derogating from the generality of the foregoing, no claim by the Contractor for additional payment will be entertained which is

consequent upon any misunderstanding or the allegation, or fact that it was supplied with incorrect information by any person, or its failure to obtain correct information as to any matter affecting its accepted bid or the execution of the Works to be provided, nor will any such misunderstanding, or the obtaining of incorrect information, or the failure to obtain correct information, relieve it from any risk or responsibility for the due fulfilment of its obligations in terms of the Contract."

4.17 Contractor's Equipment

The following is added at the end of this Sub-Clause:

"All Contractor's Equipment shall be subject to and comply with the operational and safety regulations of the Employer and, upon notice by the Engineer, may at all times be inspected by relevant members of the Employer's Personnel for the purposes of ensuring compliance with the aforesaid regulations."

4.18 Protection of the Environment

The following is added at the end of this Sub-Clause:

"The Contractor's attention is directed to Employer's SHEQ Policy a copy of which is incorporated into and shall be read as part of the Agreement.

The Contractor shall comply with all requirements, stipulations and the like of any Environmental Authorisations undertaken and/or issued in respect of the Works."

4.20 Employer's Equipment and Free-Issue Material

The last paragraph of this Sub-Clause is deleted and replaced with the following:

"After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor at which point, except where otherwise stated in the Contract, all risk in such free-issue materials shall also pass to the Contractor and shall remain with the Contractor unless and until the said free-issue materials are returned to the custody and control of the Employer."

4.22 Security of the Site

The following is added at the end of this Sub-Clause:

"Without derogating from the generality of the foregoing the Contractor shall at all times remain responsible for the security of his own Equipment.

In addition, the Contractor shall fully acquaint himself and strictly comply with all the Employer's security regulations particularly with regard to personnel, Plant, Material and Equipment entering or leaving the Employer's property. All badging costs shall be borne by the Contractor."

The following additional Sub-Clauses are added to the end of Clause 4:

4.25 Waiver of Contractor's Lien

"The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site. The Contractor shall ensure that it procures similar waivers from its subcontractors."

5 NOMINATED SUBCONTRACTORS

5.2 Objection to Nomination

This Sub-Clause is amended as follows:

- Sub-paragraph Clause (b) is deleted
 - Sub-paragraph (c)(ii) is deleted
 - Sub-paragraph (c) is re-numbered as "(b)"
- Sub-paragraph (c)(i) is re-numbered as "(b)(i)".

6. STAFF AND LABOUR

6.4 Labour Laws

BID DESCRIPTION: TENDER FOR THE INVESTIGATION, DRILLING, REHABILITATION, INSTALLATION AND COMMISSIONING OF BOREHOLES IN VARIOUS COMMUNITIES IN GAUTENG AND MPUMALANGA PROVINCES FOR A PERIOD OF SIX MONTHS

Delete this Sub-Clause and replace with the following:

"Without derogating from the generality of Sub-Clause 1.13 [Compliance with Laws] the Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Contractor shall require the Contractor's Personnel to obey all applicable Laws, including those concerning safety at work, and shall indemnify the Employer for the consequences of any failure by the Contractor's Personnel to obey all applicable Laws as aforesaid."

The following should be added at the end of the added sub-clause to address the OHS-ACT requirements.

6.7 Health and Safety

The Contractor warrants that all his and his Subcontractors' workmen are covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993, which cover shall remain in force whilst any such workmen is present on the Employer's premises. The Contractor undertakes to ensure that he and/or his Subcontractors and/or their respective employees will at all times comply with all the requirements of the Act and without derogating from this general undertaking, also comply with the following conditions:

- All work performed on the Employer's premises must be performed under the close supervision of the Contractor's employees who are trained to understand the hazards associated with any work that the Contractor performs on the stated premises.
- The Contractor shall assume the responsibility in terms of Section 16(1) of the Act. If the Contractor delegates any duty in terms of Section 16(2) of the Act, a copy of such written delegation shall immediately be forwarded to the Employer.
- The Contractor shall ensure that he familiarizes himself with all the requirements of the Act, and that he, his employees and any Subcontractor comply with them.
- The Contractor shall appoint competent employees who shall be trained on any Occupational Health and Safety aspect pertinent to them or to the work that is to be performed.
- Discipline regarding Occupational Health and Safety shall be strictly enforced.
- Personal Protective Equipment shall be issued as required and worn at all material times.
- Safe work practices shall be enforced, and all employees shall be made conversant with the contents of these practices.
- No unsafe equipment/machinery and/or articles shall be used on the site.

All incidents referred to in Section 24 of the Act shall be reported by the Contractor to the Department of Labour as well as to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.

- The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Act into any incident involving a Contractor and/or his employees and/or his Subcontractor.
- No use shall be made of any the Employer's machinery/article/substance/personal protective equipment without written approval.
- Work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed and approved permit.
- No alcohol or other intoxicating substance shall be allowed on the site. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the site.

- Full participation shall be given if and when the Employer's Personnel inquire into Occupational Health and Safety issues.
- The Contractor expressly agrees to comply with the procedures and arrangements as required by the Act in the execution of the work.
 - b) The Contractor confirms that he will report to the Engineer anything that he deems to be unhealthy and/or unsafe, and that he has versed his employees and/or Subcontractor in this regard.
 - c) The Contractor warrants that he shall not endanger the health and safety of the Employer's Personnel in any way whilst performing any work on the site.
 - d) The Contractor agrees to comply with the requirement to submit a comprehensive safety plan in accordance with the safety requirements identified by the Employer and other additional items required. Included below is an abbreviated checklist:
 - Notification of construction work
 - Supervision of construction of work
 - Risk assessment
 - Structures
 - Excavation work
 - Material Hoist
 - Cranes
 - Housekeeping on construction sites
 - Fire precautions on construction sites
 - Construction welfare facilities.
 - e) The Contractor confirms that he will acknowledge and adhere to the Employer's Environmental Management System requirements, as well as co-operate in the following areas:
 - f) Full compliance with existing approved standards for performing work, for example, SANS, BS, IEC and IEEE.
 - g) The Contractor agrees to comply with emergency response procedures. The Bidder shall be aware of all legislature requirements pertaining to this type of work including amongst others the Occupational Health and Safety Act and Regulations (Act 85 of 1993) OHS Act, Labour Relations Act and construction regulations. SHERQ specifications are attached to this document.

6.10 Records of Contractor's Personnel and Equipment

Without derogating from the generality of the foregoing the Contractor shall, render returns of all persons in their employ on site which returns shall be submitted to the Engineer at the end of each month.

In addition, no Statement submitted to the Engineer for payment in terms of Clause 14 will be processed by the Engineer unless such Statement is accompanied by a copy of the monthly labour return referred to above"

The following additional Sub-Clauses are added to the end of Clause 6:

6.12 Key Personnel

"The Contractor shall furnish the Engineer with a list of addresses and telephone numbers of key personnel in the Contractor's organisation who may be contacted in any emergency both during and outside normal Working Hours."

Commencement, Delays and Suspension

8.3 Programme

The penultimate paragraph of this Sub-Clause is deleted and replaced with the following:

"The Contractor shall notify the Engineer in writing of any event, circumstance or factor which may adversely affect the Works or the progress thereof, delay the execution of the Works or increase the Contract Price ("notified event"). Such notice shall be given as soon as possible, but in any event within not more than 7 days after the event, circumstance or factor in question was known or should reasonably

have been known to the Contractor. In such notice the Contractor shall provide:

- (a) detailed particulars of the notified event and the potential adverse effects; and
- (b) proposals for the steps to be taken by the Contractor to mitigate the potential adverse effects and meet the Time for Completion.

The Engineer may also require the Contractor to submit a proposal under Sub-Clause 13.3 [Variation Procedure] in respect of any notified event.

A notification in terms of this Sub-Clause shall not constitute a notification of a claim for extension of time or additional cost pursuant to Clause 20 [Claims, Disputes and Arbitration] or otherwise under the Contract.

In the event of the Contractor making a claim for an extension of time or additional cost under Clause 20 the event relied upon shall be assessed as if the Contractor had complied with the 7-day notice period referred to above

8.4 Extension of Time for Completion

This Sub-Clause is amended as follows:

- Sub-paragraph (d) is deleted;
- Sub-Clause (e) is re-numbered as (d)'
- Add the following to the end of the first paragraph of this Sub-Clause:
- "The Contractor shall not however, be entitled to an extension of the Time for Completion to the extent that completion would, in the circumstances, in any event have been delayed by a cause not listed in (a) to (d) above."
- In cases of rainfall delays the rain formula shall be used, as indicated in section T1.4.11.1.

12. MEASUREMENT AND EVALUATION

12.3 Evaluation

This Sub-Clause is amended as follows:

- The percentage in sub-paragraph (a)(i) is amended to 20%
- The percentage in sub-paragraph (a)(ii) is amended to 1.0%
- The percentage in sub-paragraph (a)(iii) is amended to 10.0%

14 CONTRACT PRICE AND PAYMENT

14.3 Application for Interim Payment Certificates

This Sub-Clause is amended as follows:

- Delete the words "end of the month" in the first paragraph and replace with "25th day of each month."
- Add the following at the end of this Sub-Clause:
"In the event that the Contractor fails to submit a Statement by the 25th day of the month any late submission will only be evaluated in the next month."
- Rand Water shall endeavour to make payment within 30 days from date of monthly statement; date of the aforesaid monthly statement should reflect the last day of the month wherein the services being invoiced were rendered.
- Payment within 30 Days, Subject to Valid Claim, Certification and Receipt of DWS Funding. The Contractor acknowledges that Rand Water has been appointed as Implementing Agent for and on behalf of the Department of Water and Sanitation in respect of the National Groundwater Project and that the Project is funded by DWS. Subject to the Contractor having duly performed the works, goods and/or services in accordance with this Contract, and subject further to verification, certification and submission of a valid tax invoice or payment statement, Rand Water shall use reasonable endeavours to effect payment to the Contractor within thirty (30) days from the date of receipt by Rand Water of such valid tax invoice or payment statement, as contemplated under the

applicable National Treasury prescripts, including Treasury Regulation 8.2.3, save where payment is lawfully withheld, suspended or delayed in terms of this Contract.

14.9 Payment of Retention Money

Delete this Sub-Clause and replace with the following:

"Retention Money shall be deducted from each Interim Payment Certificate at the rate to be determined by the employer of the certified amount, until the total amount of Retention reaches 5% of the Accepted Contract Amount. One half (2.5%) of the Retention Money shall be released upon issue of the Taking-Over Certificate for the Works (or relevant Section), and the remainder (2.5%) shall be released upon expiry of the Defects Notification Period, provided the Contractor has remedied all notified defects.

Retention Money shall be deducted from each Interim Payment Certificate at the rate of 5% of the certified amount, until the total amount of Retention reaches 5% of the Accepted Contract Amount. Two and half a percent (2.5%) of the Retention Money shall be released upon issue of the Taking-Over Certificate for the Works (or relevant Section), and the remaining two and a half percent (2.5%) retention of money shall be released upon expiry of the Defects Notification Period, provided the Contractor has remedied all notified defects.

16 SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 Contractor's Entitlement to Suspend the Work

The following words are deleted from the first paragraph of this Sub-Clause:

"or the Employer fails to comply with Sub-Clause 2.4 [Employer's Financial Arrangements]"

18 INSURANCE

18.2 Insurance for Works and Contractor's Equipment

Delete the final paragraph of this Sub-Clause and replace with the following:

"The insurance described in the first two paragraphs of this Sub-Clause, namely Works insurance, shall be effected and maintained by the Employer as Insuring Party in accordance with, and to the extent provided in the Employer's construction risks insurance policy. The insurance described in the third paragraph of this Sub-Clause, namely insurance of the Contractor's Equipment, shall be effected and maintained by the Contractor as Insuring Party.

Notwithstanding anything to the contrary in this Clause 18 [Insurance] (and notwithstanding the definitions and other terms of the Contract), the scope and extent of insurance cover provided by the Employer as the Insuring Party, and the Employer's obligations as the Insuring Party under this Sub-Clause, are subject to the terms of the said policies. Without derogating from the foregoing, the obligations of the Employer as Insuring Party provided for under sub-paragraphs (c), (d) and (e) of this Sub-Clause are specifically subject to the provisions of the said policies.

The Contractor is the Insuring Party for all additional and other insurances under this Sub-Clause, including:

- a. for the Contractor's Equipment,
- b. for Plant and Materials during manufacture or fabrication to the extent not covered by the policies procured by the Employer as the Insuring Party, and
- c. to the extent that the Contractor considers it necessary, for other insurances for risks carried by the Contractor under the Contract (including for the Works, Plant, Materials and/or Contractor's Documents for risks which are not covered, or

not sufficiently covered, as the case may be, by the Employer's policy(s)).

18.3 Insurance against injury to Persons and Damage to Property

Delete sub-paragraph (a) and replace with the following:

"shall be effected and maintained by the Employer as Insuring Party to the extent covered by the Employer's insurance policy(s)"

Add the following at the end of this Sub-Clause:

"Notwithstanding anything to the contrary in this Clause 18 [Insurance] (and notwithstanding the definitions and other terms of the Contract), the scope and extent of insurance cover provided by the Employer as the Insuring Party, and the Employer's obligations as the Insuring Party under this Sub-Clause are subject to the terms of the said policies. The Contractor is the insuring Party for all additional and other insurances under this Sub-Clause."

20 CLAIM, DISPUTES AND ARBITRATION

20.4 Obtaining Dispute Adjudication Board's Decision

The first paragraph of this Sub-Clause is deleted and replaced with the following:

"If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract, including the validity of the Contract, or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may, within 28 days after such dispute arising, refer the dispute in writing to the DAB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause. The other Party may within 28 days of receiving a submission to the DAB forward a written reply thereto to the DAB for its consideration prior to it issuing its decision, such reply shall be copied to the other Party and the Engineer"

The fifth paragraph of this Sub-Clause is deleted and replaced with the following:

"The DAB may within 7 days of giving its decision correct in any clerical mistake or any patent error arising from any accidental slip or omission made in giving its decision.

If either Party is dissatisfied with the DAB's decision, then either Party may, within 14 days after receiving the decision or any correction thereto, give notice to the other Party of its dissatisfaction. If the DAB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 14 days after this period has expired, give notice to the other Party of its dissatisfaction.

Neither Party shall be entitled to be represented by a practicing and/or admitted lawyer (including but not limited to attorneys, advocates or judges) in any proceedings before the DAB. The proceedings shall be conducted on the papers unless both parties agree that a hearing should be held, or the DAB otherwise directs. Each Party shall bear its own costs in regard to any matter referred to the DAB."

20.5 Amicable Settlement

"Where notice of dissatisfaction has been given under Sub-Clause 20.4 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the twenty-eighth day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made."

20.6 Arbitration

The first paragraph of this Sub-Clause is deleted and replaced with the following:

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

- (a) the dispute shall be finally settled under the Rules For The Conduct of Arbitrations as published by the Association of Arbitrators (Southern Africa) in force at the time of commencement of the arbitration,
- (b) the dispute shall be settled by one arbitrator to be appointed by the Chairman of the Association of Arbitrators (Southern Africa),
- (c) the arbitration shall be held in Johannesburg, and
- (d) the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

For the purpose hereof the term "dispute" shall be interpreted in the widest sense and shall include any dispute or difference in connection with or in respect of the conclusion or existence of the Contract, the carrying into effect of the Contract, the interpretation or application or the provisions of the Contract, the Parties respective rights and/or obligations in terms of and/or arising out of the Contract and/or the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of the Contract.

The arbitration shall not be construed as a review or appeal of any adjudicator's decision. Resolution of the dispute shall commence anew, as if no adjudication had taken place. The claimant in the adjudication shall be the claimant in the arbitration. The adjudicator's decision, or reasons, shall not be admissible in the arbitration.

Neither Party shall be limited in the proceedings before the arbitrator to the evidence or arguments previously put before the DAB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of dissatisfaction.

Any member of the DAB shall not be eligible for subsequent appointment as the arbitrator, nor shall any party have the right to call them as witnesses in the arbitration.

This Sub-Clause shall exist independently of this agreement to the extent necessary to resolve disputes that may arise out of or concerning this agreement, its validity or termination".

21 ADDITIONAL GENERAL PROVISIONS

The following additional provisions are added:

21.1 Tax Invoices

The Contractor shall issue an invoice to the Employer for all amounts to be paid to the Contractor under the Contract.

If VAT is payable on any amount certified by the Employer for payment under the Contract, the Contractor shall ensure that the invoice complies with the requirements of a Tax Invoice under the Value Added Tax Act no. 89 of 1991 (as amended). No payment shall be made by the Employer on invoices not meeting this requirement and the Employer shall not be liable for interest for such non-payment.

For purposes of this clause, a tax invoice or payment statement shall only be regarded as valid once it is complete, accurate, properly addressed, supported by all required documentation, and relates to works, goods and/or services that have been received, verified and certified as due and payable in accordance with this Contract. Where Rand Water disputes all or any portion of a payment claim, identifies deficiencies in the invoice or supporting documentation, or is unable to certify the relevant works, goods and/or services, Rand Water shall notify the Contractor in writing within a reasonable period, and the thirty (30) day payment period shall only commence or continue, as applicable, once the defect, dispute or outstanding requirement has been resolved to Rand Water's reasonable satisfaction.

Notwithstanding the above, the Contractor acknowledges that payments under this Contract are dependent on the availability and receipt by Rand Water of the corresponding Project funds from DWS. Rand Water shall not be obliged to pre-finance, bridge-finance or advance payment from its own resources in respect of any amount for

which funding is to be provided by DWS. Any delay in payment arising solely from the non-receipt, delayed receipt, suspension, withholding, withdrawal or non-appropriation of funding by DWS shall not constitute a breach of this Contract by Rand Water, provided that Rand Water has processed the relevant certified claim within the scope of its implementing agent mandate and has taken reasonable administrative steps to facilitate the release of the corresponding funds by DWS.

The Contractor shall not be entitled to claim interest, damages, penalties, loss of profit, escalation, standing time or any other compensation from Rand Water arising solely from such non-receipt or delayed receipt of DWS funding, unless such liability is expressly provided for in this Contract or imposed by applicable law. The Contractor shall be deemed to have contracted with full knowledge of these payment arrangements and shall remain responsible for its own pricing, rates, cash-flow planning and commercial assumptions.

21.2 Employer's Right to Step-in

If the Contractor fails to carry out any obligation under the Contract and fails to make good the failure and remedy it despite being required to do so by the Engineer by notice under Sub-Clause 15.1 [*Notice to Correct*] (within the specified reasonable time), the Employer, without prejudice to its other rights, powers and remedies under the Contract or in law, shall be entitled to make good the failure and remedy it either himself or via other persons, and the reasonable costs of doing so shall be for the account of the Contractor.

The Contractor shall co-operate with the Employer and facilitate and permit the use of all required Goods, information, materials and other matter (including Contractor's Documents and all other drawings, CAD files, technical data, models, plans, designs, diagrams, evaluations, details, specifications, schedules, reports, calculation results, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Contractor under the Contract or otherwise for and/or in connection with the Works) and shall generally do all things required by the Engineer to achieve this end.

Any information, materials and other matter made available by the Contractor under this Sub-Clause shall be used solely and exclusively for the purpose of making good and remedying the Contractor's failure and shall thereafter be returned to the Contractor. Any such information, materials and other matter which is made available by the Employer to other persons as contemplated in this Sub-Clause shall be made available strictly in accordance with the foregoing and subject to a confidentiality undertaking *mutatis mutandis* in accordance with the Contractor's confidentiality undertaking under Sub-Clause 1.12 [*Confidential Details*].

The Employer shall not, and shall procure that such other persons do not (save only to the extent that he or they may be entitled thereto by virtue of any other provision of the Contract), retain any records, copies or reproductions of any such information, materials and/or other matter.

21.3 Limitation of Entitlement where Contractor is culpable

Notwithstanding anything to the contrary, the Contractor shall not be entitled to any extension of time or additional payment or other compensation if and to the extent:

- (a) the cause, event or circumstance giving rise thereto is attributable to the negligence, error or default of the Contractor or any Subcontractor;
- (b) the Contractor fails to take all reasonable steps to mitigate the effects of the cause, event or circumstance giving rise thereto.

21.4 Record and Data Keeping

The Contractor shall maintain all data, records, electronic communications and documentation relating to this Contract and keep full and proper records and accounts in connection with the Works (whether contained in documents or in electronic format), during the execution of the Works and for a period of 5 (five) years after the latest of the expiry dates of the Defects Notification Periods (or the earlier termination of the Contract for any reason whatsoever, as the case may be) and shall ensure that all Subcontractors do likewise.

The Employer's Personnel and the Employer's other authorised representatives and agents shall be entitled to examine, audit, copy and inspect all such books, records, systems, processes, procedures and documents at all reasonable times during the execution of the Works and during the said 5 (five) year period in order to verify compliance by the Contractor with its obligations, and/or to assess any entitlement or claimed entitlement of the Contractor under the Contract.

The Contractor shall provide access to all such books, records, systems, data and documents of the Contractor and to any premises and personnel of the Contractor for this purpose and shall co-operate and render all assistance requested by the Employer's Personnel and the Employer's other authorised representatives and agents.

All data, communications, records and accounts are to be kept in a lockable storeroom and adequately protects against loss which includes, but is not limited to, fire, theft, vermin, etc.

21.5 Damages for the Late Supply of Documentation

If the Contractor fails to provide any of the documents listed in the Bid document by the dates specified in the Contract the Contractor shall subject to Sub-Clause 2.5 [*Employer's Claims*] pay damages to the Employer for this default. These damages shall be the sum stated in the Bid *document*, which shall be paid for each day which shall elapse between the time the document in question was to have been delivered and when it was actually delivered. These damages shall not relieve the Contractor from his obligations to provide the said document, or to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

C1.2.2.1. IMPLEMENTING AGENT CAPACITY, SOURCE OF FUNDING AND PAYMENT DISCLAIMER

1. Status of Rand Water as Implementing Agent

Bidders are expressly advised that Rand Water is undertaking this procurement and the implementation of the works, goods and/or services contemplated under this bid strictly in its capacity as Implementing Agent for and on behalf of the Department of Water and Sanitation ("DWS") in respect of the National Groundwater Project ("Project"). DWS remains the project owner and the source of funding for the Project.

Rand Water's role is limited to the functions conferred upon it under the applicable implementing agency arrangement with DWS, including procurement administration, contract management and implementation oversight, as applicable. Rand Water does not assume the role of ultimate funder of the Project and does not undertake to finance the Project from its own resources unless expressly authorised and funded to do so.

2. Source and Availability of Project Funding

All payments arising from the resultant contract shall be made from funds provided by DWS to Rand Water for the Project. Accordingly, any payment to the successful bidder/contractor shall be subject to: (a) the works, goods and/or services having been properly performed, certified and invoiced in accordance with the contract; and (b) the corresponding funds having been received by Rand Water from DWS and being available for disbursement in respect of the Project.

For the avoidance of doubt, Rand Water shall not be required to pre-finance, bridge-finance, advance or otherwise fund from its own resources any amount payable under the resultant contract where such amount is the funding responsibility of DWS under the applicable implementing agency arrangement.

3. Payment Following Receipt of Funds from DWS

Where an amount has been duly certified as payable to the contractor, but the corresponding funding has not yet been received by Rand Water from DWS, Rand Water's obligation to effect payment shall be suspended until the corresponding funds are received from DWS and are available for payment. Rand Water shall, acting reasonably and within the limits of its implementing agent mandate, take appropriate administrative steps to facilitate the processing and transfer of such funds by DWS.

Any delay in payment arising from a delay, withholding, suspension, non-appropriation, withdrawal or non-transfer of funds by DWS shall not constitute a breach of the bid document or resultant contract by Rand Water, provided that Rand Water has not received the corresponding funds and has acted within the scope of its implementing agent mandate. The contractor shall not be entitled to claim interest, damages, loss of profit, penalties, escalation or any other compensation from Rand Water arising solely from such delay or

non-receipt of DWS funding, except to the extent expressly provided for in the resultant contract and permitted by applicable law.

4. Bidder's Acknowledgement and Acceptance

By submitting a bid, each bidder shall be deemed to have fully understood, acknowledged and accepted the following:

- a) Rand Water is acting as Implementing Agent for and on behalf of DWS in relation to the Project;
- b) DWS is the source of funding for the Project and Rand Water is not the ultimate funding authority;
- c) payment under any resultant contract will be conditional upon the availability and receipt by Rand Water of the corresponding funds from DWS, subject always to the contractor's proper performance, certification and submission of valid invoices in accordance with the contract;
- d) the bidder has made do allowance for the funding and payment arrangements described in this bid document when preparing its pricing, rates, cash-flow planning and commercial assumptions; and
- e) Rand Water shall not be liable to the bidder or contractor for any claim arising solely from the non-receipt, delayed receipt, suspension, withdrawal or non-availability of Project funding from DWS, save where such liability is expressly imposed on Rand Water by the resultant contract or by applicable law.

5. No Guarantee or Assumption of Funding Obligation by Rand Water

Nothing in this bid document, the award of the bid, the issue of any purchase order, instruction to proceed or the signature of the resultant contract shall be construed as a representation, warranty, guarantee or undertaking by Rand Water that DWS funding will be transferred by any specified date or that Rand Water will assume DWS's funding obligations from its own resources.

Rand Water shall not be liable for any delay, disruption, suspension or non-payment arising from circumstances attributable to DWS funding not being received, provided that Rand Water acts in accordance with the implementing agency arrangement, the resultant contract and applicable law. Bidders are therefore required to satisfy themselves of the commercial implications of these funding arrangements before submitting a bid.

C1.2.3. EMPLOYER'S INSURANCE MANUAL

PRINCIPAL CONTROLLED INSURANCE CLAUSES - FOR USE WITH THE EMPLOYER'S CONTRACTS

PARTICULAR CONDITION 18

18.1 Insurance Effected by the Employer.

18.1.1 Notwithstanding anything elsewhere contained in this Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the **Employer** shall effect and maintain as appropriate in the joint names of the **Employer** the Contractor and where relevant subcontractors the following insurances which are subject to the terms limits exceptions and conditions of the Policy:

- a) **CONTRACT WORKS** Insurance - which will provide cover against accidental physical loss of or damage to the Works including temporary works, Plant and Materials intended to form part of the Permanent Works
- b) **SASRIA SPECIAL RISKS** Insurance - in respect of riot and associated risks of damage to the Works, including temporary works, Plant and Materials intended to form part of the Permanent Works.
- c) **PUBLIC LIABILITY** Insurance - which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract on or about the Site and occurring during the period of insurance with a limit of indemnity of R100,000,000 in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.
- d) **MARINE TRANSIT** Insurance in the form of a declaration policy covering shipments by sea on "All Risks" conditions subject to Institute Cargo Clauses (A) and war and strikes risks as per the appropriate Institute Clauses.

The terms of purchase shall be on an **Ex Works** basis with risk attaching from the time the goods have been placed at the Contractor's disposal by the seller. Risk shall terminate upon delivery to site or Contractor's premises, whichever delivery occurs first.

- e) **PROFESSIONAL INDEMNITY** Insurance – which shall be procured on a Project basis covering the Employer, The Contractor, Sub-Contractors, Consultants and all other Consultants providing their own services to the project and where relevant Suppliers and Vendors for R100,000,000 for the

Project, covering claims arising out of or incidental to negligent acts, errors or omissions by the Employer, Consultants, Sub-Consultants, Contractors and Sub-Contractors, and all other Consultants engaged on the Project as designers of the Works and as the parties responsible for the provision of Services under the contract and any other services for other aspects of the Project.

The Employer shall maintain such Professional Indemnity Insurance for a period of 72 months commencing on the date of award of the Construction Contract. The Insurance shall include Retroactive cover to the date of Conceptual Design commencement.

18.1.2 The **Employer** shall pay any premium due in connection with the insurance effected by the **Employer**. All of the aforementioned policies are renewed on an annual basis and are thus applicable for the year they are placed, that is, a 12-month period commencing 01 July and ending 30 June of the ensuing year. In terms of all details contained hereunder, they are thus applicable until 30 June. Policy terms, conditions and deductibles may change on the 01 July depending on the outcome of the renewal. This will thus be the case for every ensuing year of insurance.

18.1.3 The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the **Employer**. The **Employer** reserves the right to call for full information regarding insurance costs included by the Contractor.

18.1. Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer:

Mr. Bafana Gamede
Tel: 011 682 0362
Fax: 011 682 0765
Email: bgamede@randwater.co.za

OR
Ms. Lerato Mosweu

Tel: 011 682 0709
Fax: 011 682 0765
Email: mmosweu@randwater.co.za

18.1.5 In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the **Employer** the Contractor shall:

- a) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the **Employer** by telephone and or e-mail giving the circumstances nature and an estimate of the loss or damage or liability.
- b) Complete a Claims Advice Form available from the **Employer** to whom the form must be returned without delay.
- c) Negotiate the settlement of claims with the Insurers through the **Employer's** Insurance Brokers and shall when required to do so obtain the **Employers** approval of such settlement.

The **Employer** and Insurers shall have the right to make all and any enquiries on the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

18.1.6 The Contractor will be liable for the amount of the Deductible (First Amount Payable) in respect of any claim made by or against the Contractor or Subcontractors under the insurances effected by the **Employer**.

Cover Details are as follows:

Insured Contracts

All contracts undertaken by the Insured (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving Design, Construction, Testing, Commission in respect of new works, capital expenditure, Upgrade, modification, retrofitting, or alteration and/or additions to existing facilities undertaken by the Insurer or other Insured Parties acting on their behalf but excluding.

- i) Projects with an estimated period exceeding 24 months (excluding Defects Liability period)
- ii) Projects exceeding R500 million at inception
- iii) Contracts involving Tunnelling

All Sums Insured inclusive of VAT.

Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.

The Deductibles (First Amount Payable) for which the Contractors are responsible and which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or original cause giving rise to loss or damage or liability indemnifiable are as follows:

- a) Under the **Contract Works Insurance** in respect of loss or damage
 - i) Arising out of storm (which term shall include rain, tempest, flood) subsidence or collapse R 100,000
 - ii) Due to theft of any attempt thereat R 100,000
 - iii) During Testing or Commissioning R 150,000
 - iv) From any other cause R 50,000
 - v) To other Property Insured R 50,000

b) Under the **Sasria** (Special Risks) Insurance: 0.10% of the Contract Value in respect of loss by theft following an insured peril subject to a minimum of R2,500 and a maximum of R25,000

c) Under the **Public Liability Insurance**
- in respect of loss of or damage to property R 25,000

d) Under any other insurances shall be as specified in such insurance policy.

e) Under the **Professional Indemnity Insurance**
- In respect of each and every occurrence R 1,000,000

18.1.7 Any amount which becomes payable to the Contractor or any of his Subcontractors as a result of a claim under the Contract Works Insurance shall if required by the **Employer** be paid net of the Deductible to the **Employer** who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurances the Contractor or his Subcontractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

18.2 **Insurance Effected by the Contractor.**

18.2.1 **Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Subcontractors shall where applicable provide as a minimum the following:**

a) **Insurance of Contractors Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.

- | | |
|---|--|
| <p>b) Insurance in terms of the provisions of the Social Security Act as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactments in the Contractors' or Sub Contractor's operational, manufacturing or assembly locations.</p> <p>c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.</p> <p>d) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Site the Contractor shall satisfy the Employer that all Plant and Materials for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance.</p> | <p>which the Contractor is responsible for the care of the Works)</p> <p>c) Within the respective periods stated in the Appendix to Tender submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been effected.</p> |
| <p>18.2.2 The insurances to be provided by the Contractor and his Sub-contractor shall</p> | <p>18.2.3 In the event that the Contractor or his Subcontractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-contractor will take to remedy such action.</p> |
| <p>a) Be effected with Insurers and on terms approved by the Employer – these terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause</p> <p>b) Be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any Defects Notification Period during</p> | <p>If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.</p> <p>18.3 Subcontractors.</p> <p>The Contractor shall:</p> <p>a) Ensure that all potential and appointed Subcontractors are aware of the whole contents of this clause, and</p> <p>b) Enforce the compliance by Subcontractors with this clause where applicable.</p> |

APPENDIX

DECLARATION OF INSURANCE

I hereby declare that the Insurances enumerated below have been effected in accordance with Conditions of Contract applicable to **Bid Number: RW10420384/26**

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

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

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

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

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

SIGNED:

- i) For and on behalf of the Contractor

.....

Official Capacity:

SIGNED:

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

.....

Official Capacity:

NOTE:

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

PART C2: PRICING DATA

C2.1. PRICING ASSUMPTIONS

1. These Bills of Quantities (C2.2) shall be used to assist both parties in administering and agreeing any changes/variations, which may arise during the course of the Contract.
2. These Bills of Quantities shall be used to calculate the value of work completed in the evaluation of interim/final payments.
3. The Bidder 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 Bidder'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.

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 **23 November 2026** access to undertake work will only become available after the issue of the Site Access Certificate.
2. All equipment and plant shall be handed over by **23 May 2027**, and the Bidder's programme shall comply with this requirement by the Employer.

C3.2. SCOPE OF WORK

The main aim of the groundwater program is to deliver low-cost, localized projects that will see water supplied to currently unserved communities within a relatively short space of time by streamlining and reprioritizing existing programs, as well as exploring other funding sources like the “Adopt-a-village” government-private sector partnership. The business case has identified municipalities, among others, as key stakeholders of the Programme.

In June 2026 Rand Water was appointed by the Department of Water and Sanitation as the implementing agent for identified municipalities in Gauteng and Mpumalanga. The scope of work entails the following:

- Drilling, installation and commissioning of borehole (s)
- Installation of precast manholes and borehole pump set
- Installation of water meter
- Erecting of tank Stand
- Supply and installation of 2 x 10 000l Tank (up to a maximum of 5x 10 000 l tanks per site)
- Water Treatment Kiosk in a containerised steel to house pretreatment equipment and disinfection
- Utility (Eskom or Municipality) Electrical Supply
 - If no supply is available then the installation of a solar system is required, complete with vandal resistant enclosures for all equipment.
- Electrical Reticulation within the site
- Installation of Pipe stand with 6 taps
- Erecting of security fencing and Gate

The project will be categorized into 3 stages:

- Stage 1: Studies and Compliance
- Stage 2: Installation, Construction and Commissioning
- Stage 3: Commissioning, Defects Liability and Technical Support Period

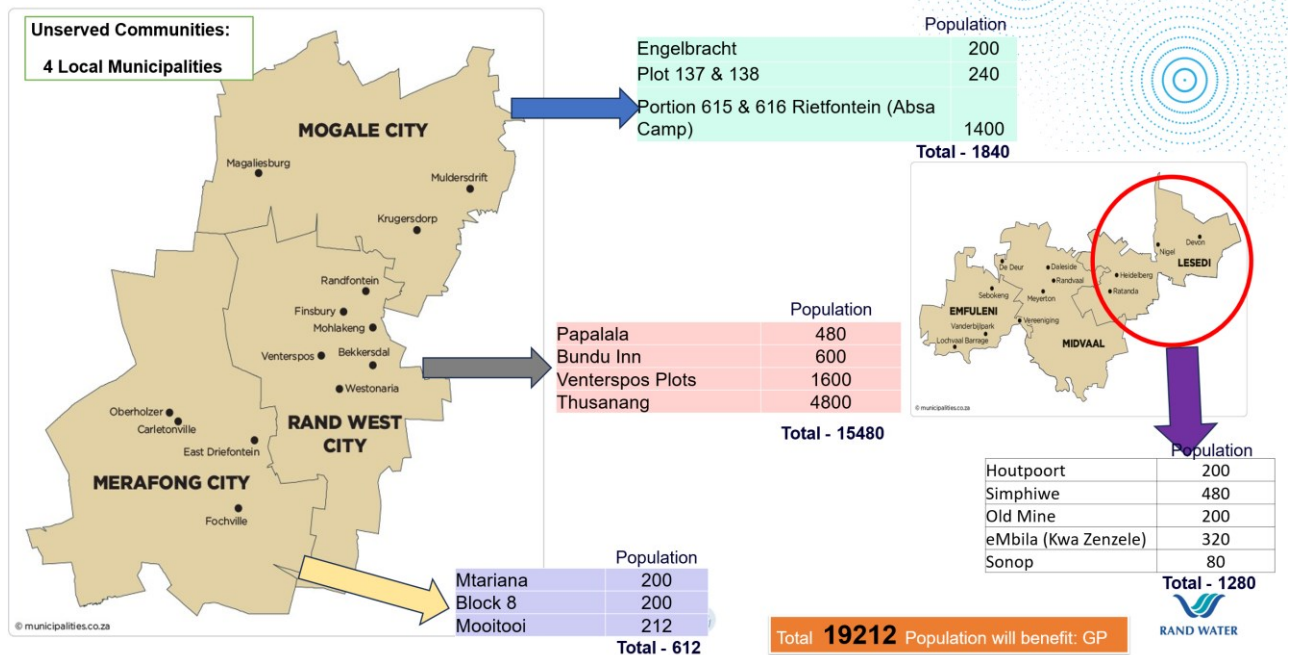
The Bidder must refer to **Annexure C3.2: Scope of Work (including drawings, where applicable)** provided with this bid document.

PART C4: SITE INFORMATION

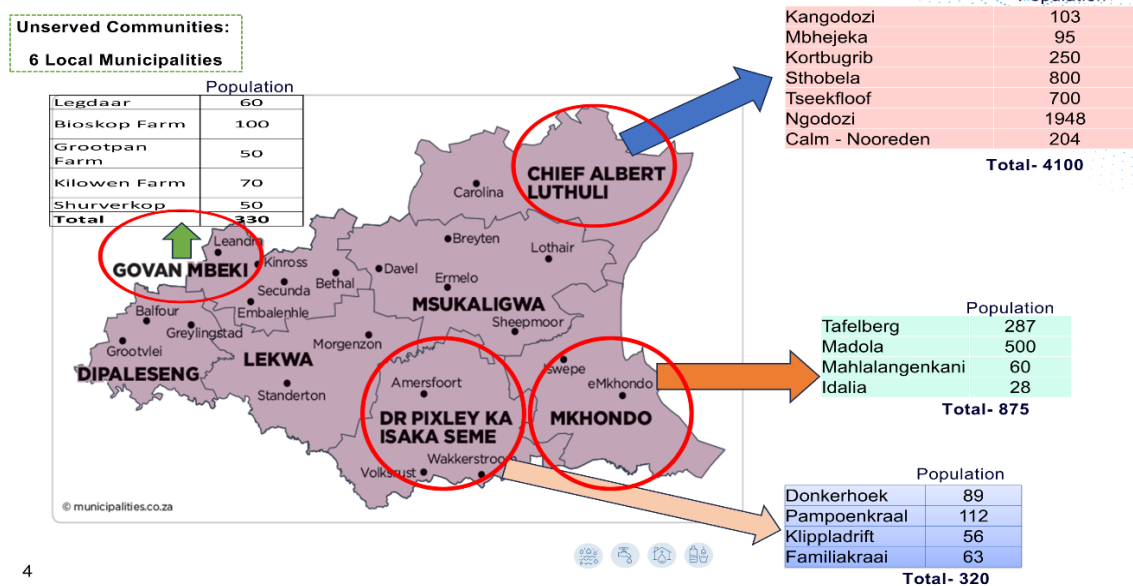
C4. SITE INFORMATION

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

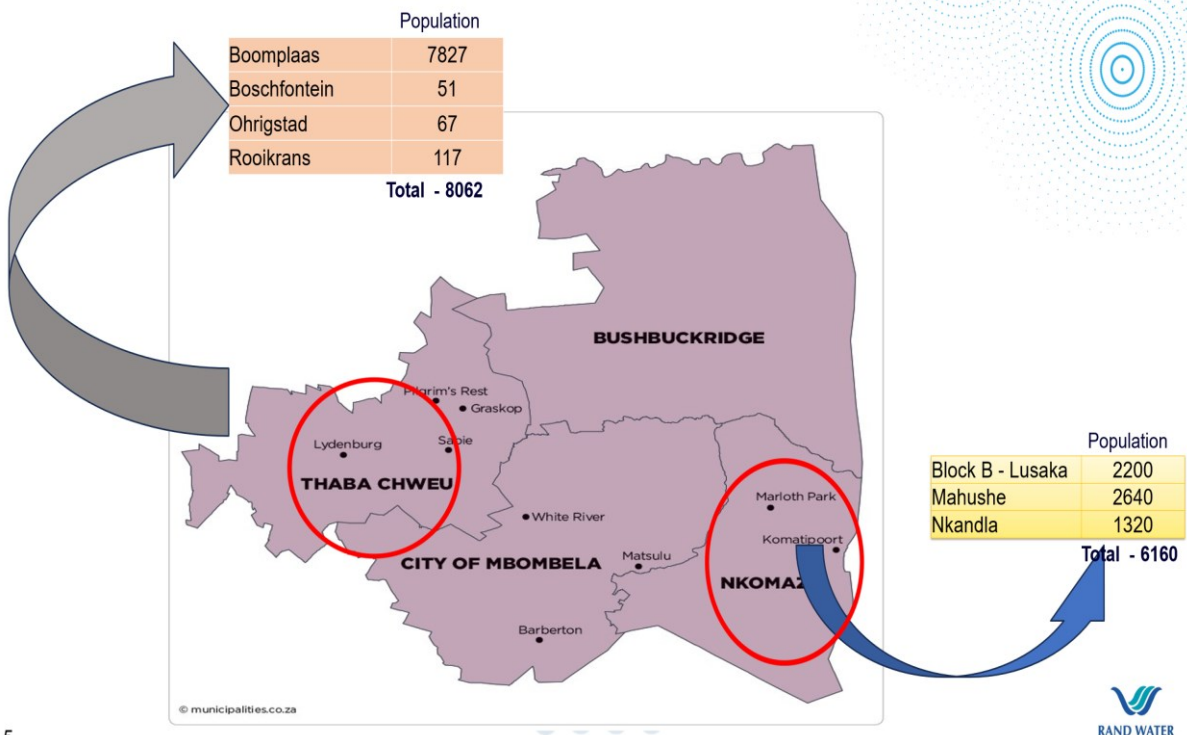
Borehole Site Overview: Gauteng



Borehole Site Overview: Mpumalanga



Borehole Site Overview: Mpumalanga



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Borehole Site Overview: Mpumalanga

