RAND WATER	**REQUEST FOR BID** **PROFESSIONAL SERVICES**	Form No: RW SCM 00049 F Revision No: 10 Effective Date: 15 Aug 2025

BID NUMBER: RW10393723/26

PROVISION OF COMPREHENSIVE CLEANING, HYGIENE AND SPECIALISED CLEANING SERVICES AT VARIOUS RAND WATER SITES FOR A DURATION OF FIVE (5) YEARS AS AND WHEN REQUIRED

ISSUE DATE:	Friday, 06 November, 2026	
NON-COMPULSORY BRIEFING SESSION DATE:	**N/A**	
BRIEFING SESSION VENUE:	**N/A**	
CLOSING DATE:	Monday, 30 November, 2026	12 :00 p.m.
SITE VIEWING DATE/S	**N/A**	

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		**SOURCING MANAGER**	
CONTACT PERSON	**Cindy Mokoena**	**CONTACT PERSON**	**Mpolokeng Mtimkulu**
TELEPHONE NUMBER	**011 682 0313**	**TELEPHONE NUMBER**	**011 682 0859**
E-MAIL ADDRESS (Submissions must be made to this address)	cmokoena@randwater.co.za	**E-MAIL ADDRESS**	mpmtimku@randwater.co.za

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SECTION A: BID

PART T1: BIDDING PROCEDURES

T1.1. BID NOTICE AND INVITATION TO BID

Rand Water invites bids for the PROVISION OF COMPREHENSIVE CLEANING, HYGIENE AND SPECIALISED CLEANING SERVICES AT VARIOUS RAND WATER SITES FOR A DURATION OF FIVE (5) YEARS	
Procurement Procedure	Rand Water uses a single volume approach.
Awarding Strategy	The number of suppliers to be awarded this bid is ONE **(1)**.
Access to the Bid Documents	The bid documents are downloadable on the National Treasury e-Tender Publication portal which can be accessed through the following link: http://www.etenders.treasury.gov.za. No bid documents will be issued to Contractors at site meetings. Please ensure that bid documents have been downloaded from the National Treasury e-Tender Publication portal prior to the site meeting date. Bids shall only be submitted on the bid documentation that is issued by the Employer. This bid document (as issued through the National Treasury e-Tender Publication portal) must be submitted in full together with the returnable documents.
Bid Clarifications	Bidders can seek clarification by no later than ***fifteen (15)*** calendar days before the bid closing date. Rand Water will provide a final response on clarifications by no later than ***ten (10)*** calendar days before the closing date.
Bid Addenda	Rand Water shall issue addenda, where applicable, by no later than ***ten (10)*** calendar days before the closing date. Bid addenda will be published on the eTender Publication Portal.
Bid Submission Location	Bids must be submitted before or on closing date and time at the following address: *Rand Water Head Office | 522 Impala Road | Glenvista | 2058 (in the Bid Submissions Box at the Main Gate)*
Bid Validity	To be valid for **180** days after closing date Rand Water reserves the right to extend the validity period for a period reasonable for business requirements.

T1.2. BID DATA

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

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

	The Employer's address for delivery of the bid offers is stated in the Bid Notice and Invitation to Bid. The bid submission must be sealed and endorsed with both the bid number and the description of the bid, as it appears on the front cover of this bid.
T1.2.9	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
T1.2.10	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
T1.2.11	The bid offer validity period is as stated in the Bid Notice and Invitation to Bid. *No bid substitutions will be allowed after the closing date and time.*
T1.2.12	See 2.1 List of Returnable Documents for a comprehensive list of certificates and additional documents required for submission with this bid.
T1.2.13	*Rand Water's evaluation process comprises of the following steps. Specific criteria to be utilised for this bid are contained in T1.3 Evaluation Criteria* ***a) Test for responsiveness/Pre - qualification*** *Refer to the criteria as stated in T1.3 of this bid document. All test for responsiveness must be met in order for the bid submission to be considered further.* ***b) Functionality evaluation*** *Refer to the criteria as stated in T1.3 of this bid document. A minimum score of **70 points** must be obtained for the bid submission to be considered further.* **c) Preference Point System** ***The 80/20 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** **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 Status Level of Contributor	Number of point (90/10 system)	Number of point (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Bidders will not be disqualified from the bidding process for not submitting a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. ***Such a bidder will score zero (0) out of maximum of 10/20 for B-BBEE***

d) Objective Criteria
Refer to the criteria as stated in T1.3 Evaluation Criteria of this bid document.

A bid must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems (price and B-BBEE points), unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the bid to another bidder.

SUMMARY

The total number of functionality/ quality (P_F) shall be the sum total of the product of quality criteria by weight allocated.

The total number of adjudication points (P_T) shall equal the sum of the bid price points (Ps) and the BBBEE status points (P_P) i.e.
$P_T = P_S + P_P$

Rand Water does not bind itself to accept the bid with the highest number of adjudication points.

T1.2.14	Rand Water shall provide to the successful bidder the signed copy of the contract after completion and signing of the form of offer and acceptance.

T1.3. EVALUATION CRITERIA

T1.3.1. TEST FOR RESPONSIVENESS

1. Fully Completed and signed Form of Offer
2. The use of correction fluid or any other similar substance to make corrections is not permitted.
3. Company Registration with South African Pest Control Association (SAPCA). **Attach copy of valid certificate**
4. Individual Registration as an accredited pest control operator (Department of Agriculture, Land Reform and Rural development). **Attach copy of valid certificate- minimum of one.**
5. Company Valid Proof of registration with the National Contract Cleaners Association (NCCA). **Attach copy of valid certificate**.
6. Company valid certificate for Waste Transporter for General and Hazardous Waste from the Department of Agriculture, Rural Development and Environment. **Attach copy of valid certificate.**

T1.3.2. FUNCTIONALITY EVALUATION

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

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.

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
A.	**Record of Previous Experience relevant to the current scope/ work (with contactable client ref.)** This is based on contractor history and managing projects of a similar nature to this bid. The reference must be written confirmation from clients and must include a completion certificate.	T2.2.7	10	**4-point scale** **None** – 0% **Weak – 33.3%** Two (2) to Three (3) Reference letter/s with completion certificate/s **Moderate – 66.7%** Four (4) to Five (5) Reference letters with completion certificates **Good – 100%** Six (6) Reference letters and above with completion certificates
B.	**Overall Performance on Previous Work** Overall performance score for similar work previously completed. The bidder must submit a record of performance on previous work which must have a percentage rating by the client.	N/A	20	**4-point scale** **None = 0% - 49%** Completion certificate rating at average performance rating of 0%-49%; and evidence of previous experience supplied without ratings is also unacceptable under this criterion; and evidence of performance ratings that is less than the number of references provided for criterion A. **Weak = 50%- 70%** Two (2) to Three (3) Reference letters with completion certificates at average performance rating of 50%-70%.

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
				Moderate = 71%-80% Four (4) to Five (5) Reference letters with completion certificates at average performance rating of 71%-80%. **Good = 81%-100%** Six (6) Reference letters or more with completion certificates at average performance rating 81%-100%.
C.	**Human Resource Capacity** Adjudicated based on Human Resource Capacity Schedule (including company's Project Team vs. Company Organogram); Project Team Member List including CV's, resource allocation). The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work. . Minimum compliance requirements should be defined. **Key resources** should include the following professionals: • **Pest Control Operator with valid certificate** • **Project Leader with five (5) years experience** • **Cleaning Supervisors with three (3) years experience** • **Safety Officer with valid certificate** • **First Aider with valid certificate** • **Scaffolding inspector/ rope access technician with valid certificate**	T2.2.8	10	**4-point scale** **None** – 0% No submission **Weak** – 33.3% Company organogram provided with CV of two professional resources 1 x Project Leader, 1 x Cleaning Supervisors. **Moderate** – 66.7% Company organogram, project team including CVs with two professional key resources with two professional resources 1 x Pest Control Operator, 1 x Project Leader, 2 x Cleaning Supervisors, 1 x Safety Officer. **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 Pest Control Operator, Project Leader, 2 x Cleaning Supervisors, 1 x Safety Officer, 1 x First Aider, 1 x Scaffolding inspector/ rope access technician.
D.	**<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	T2.2.9	10	**4-point scale** **None** – 0% No submission **Weak** – 33.3% Submission details equipment resource capacity excluding resource utilisation or certain

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
	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: e.g. Floor Cleaning Equipment, Manual Cleaning Equipment, Washroom Cleaning Equipment, Window cleaning equipment's, Waste Management Equipment, vehicles and Office space. The purpose is to establish an overall picture of the company's equipment resource capacity and ability to undertake the work.			equipment in relation to the scope of work. 1 x Floor Cleaning Equipment, 1 x Manual Cleaning Equipment, 1 x Washroom Cleaning Equipment, 1x Window Cleaning equipment's, 1 x Waste Management Equipment Office Space and 1 x Vehicles **Moderate** – 66.7% Submission details equipment resource capacity excluding resource utilisation or certain equipment in relation to the scope of work. 2 to 4 x *Floor Cleaning Equipment, 2 to 4 x Manual Cleaning Equipment, 2 to 4 x Washroom Cleaning Equipment, 2 to 4 x Window Cleaning equipment's, 2 to 4 x Waste Management Equipment Office Space and 2 x Vehicles* **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. *5 and above Floor Cleaning Equipment, 5 and above Manual Cleaning Equipment, 5 and above Washroom Cleaning Equipment, 5 and above Window Cleaning equipment's, 5 and above Waste Management Equipment Office Space and 3 and above Vehicles*
E.	**<u>Risk Introduced by Bid Qualifications (e.g. limitations, assumptions, limited liability etc.)</u>**	T2.2.4	5	**2-point scale** **Significant** – 0% Bid qualifications submitted by the bidder adversely change the bid scope and price. Significant qualifications may result in bid submissions being deemed non-responsive, should the bidder/s opt to retain such qualifications after consultation by Rand Water. **None** – 100% No bid qualification/s submitted

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
F.	**Project Risk Management** As per risk register provided.	T2.2.11	5	**4-point scale** **None** – 0% No response provided to Project Risk Management section or responses provided are not relevant to the identified risks. **Weak** – 33.3% 4 out of 5 relevant responses provided to some of the risks outlined in this bid. **Moderate** – 66.7% 5 relevant responses provided to some of the risks outlined in this bid. **Good** – 100% **5 and more** relevant responses were provided to the risks outlined in this bid and further risks were identified, classified and a response strategy and actions were provided by the bidder.
G.	**Detailed Project Programme** Aligned with employer's completion dates with the following specifications; • on a Gantt chart format • detail at least activity level 2 • resource loaded • monthly cost forecast to completion. **List of human Resources below:** • Pest Control Operator with valid certificate • Project Leader with five (5) years experience • Cleaning Supervisors with three (3) years experience • Safety Officer with valid certificate • First Aider with valid certificate • Scaffolding inspector/ rope access technician with valid certificate **List of Equipment Resources below:** • Floor Cleaning Equipment • Manual Cleaning Equipment Washroom Cleaning Equipment,	N/A	15	**4-point scale** **None** – 0% No submission **Weak** – 33.3% Only Gantt chart format, equipment and human resources loaded **Moderate** – 66.7% Only Gantt chart, human resources loaded and activity level 2 and equipment resources loaded. **Good** – 100% Provided all of above (Gantt chart format, activity level 2, human and equipment resources loaded and monthly cost forecast to completion)

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
	Window Cleaning equipment • Waste Management Equipment Office Space • Vehicles			
H.	**Method Statement** • 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: o Understanding of the scope o Approach and methodology (to include all functions required) o Cleaning Compliance o Maintenance schedule **List of Functions:** • Carpet/floor cleaning • Deep cleaning • Cleaning of walls and hanging lights • She bins • High window level cleaning • Pest control	N/A	15	**4-point scale** **None – 0%** No submission **Weak – 33.3%** Method Statement addressing all of the below deliverables • *Understanding of the scope* • *Approach and methodology* **Moderate – 66.7%** Method statement addressing all of the below deliverables • *Understanding of the scope* • *Approach and methodology* • *Cleaning Compliance* **Good – 100%** Method statement addressing all of the below deliverables • *Understanding of the scope* • *Approach and methodology* • *Cleaning Compliance* • *Maintenance schedule*
I.	**SHERQ** Adjudicated based on Contractors Health & Safety Policy, Plan and documentation submitted (all must be signed)	N/A	10	**2-point scale** Unacceptable – 0% Non-submission Acceptable – 100% • Relevant submission is provided project
TOTAL			**100**	

T1.3.3. PREFERENCE POINT SYSTEM

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

T1.3.4. OBJECTIVE CRITERIA

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

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

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

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 T2.2.6
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)

No.	Description	Action Required
	NA	

T2.2. RETURNABLE SCHEDULES

T2.2.1. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

Name *	Identity Number *	Personal income tax number *

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

Section 5: Particulars of companies and close corporations

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

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

Section 7: SBD 6.1 issued by National Treasury must be completed for this bid.
I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise: i) authorizes the employer to verify the Bidders tax clearance status from the South African Revenue Services that it is in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Name of Bidder: _____

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

Date: _____

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

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

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

2.2.1 If so, furnish particulars:

……
……

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

YES/NO

2.3.1 If so, furnish particulars:

……
……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

[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.

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

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

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

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

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

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

…… ……
Signature Date

…… ……
Position Name

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

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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).

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

(a) Price; and

(b) 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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 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 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	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-compliant contributor	0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……..

4.4. Company registration number:

……...

4.5. TYPE OF COMPANY/ FIRM

- ϒ Partnership/Joint Venture / Consortium
- ϒ One-person business/sole propriety
- ϒ Close corporation
- ϒ Public Company
- ϒ Personal Liability Company
- ϒ (Pty) Limited
- ϒ Non-Profit Company
- ϒ 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. PROPOSED SUBCONTRACTORS

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

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

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

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

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

Name of Bidder: _____

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

Date: _____

T2.2.3. ALTERNATIVE BID NOT APPLICABLE

T2.2.4.1. Alternative bids will be accepted on the conditions described in T1.2 Bid Data (CIDB Clause C2.12)

T2.2.4.2. Should the Bidder wish to submit an alternative bid he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

T2.2.4.3. If no departures or modifications are described, the schedule shall be marked NIL and signed by the Bidder.

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

Name of Bidder: _____

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

Date: _____

T2.2.4. QUALIFICATIONS TO BID

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

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

Name of Bidder: _____

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

Date: _____

T2.2.5. REQUIREMENTS WITH REGARD TO FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS

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

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

* Delete whichever is not applicable.

FORMULAE OR BASIS FOR THE ADJUSTMENT OF THE BID PRICE

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

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

.....

.....

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

.....
.....

.....

.....

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

.....

.....

.....

Name of Bidder: _____

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

Date: _____

T2.2.6. DECLARATION OF INSURANCES

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

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

Table T2.2.6: Declaration of Insurance

Copies of the abovementioned policies are attached.

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

Name of Contractor: _____

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

Date: _____

T2.2.7. RECORD OF PREVIOUS EXPERIENCE, QUALITY OF WORKMANSHIP AND SAFETY

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

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

Name of Bidder: _____

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

Date: _____

T2.2.8. HUMAN RESOURCE CAPACITY SCHEDULE

The aspects covered by T2.2.8.1, T2.2.8.2 and T2.2.8.3 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.

T2.2.8.1. 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:

T2.2.8.2. Proposed Team Member List (Internal & External)

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

T2.2.8.3. List of Current Contracts (Work Load)

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

NOTES

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

Name of Bidder: _____

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

Date: _____

T2.2.9. 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: _____

T2.2.10. SAFETY, HEALTH, AND ENVIRONMENT

1. **Safety and Health Policy**

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

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

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

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

   Bidders shall submit the project specific SHE risk assessment.

4. **DIFR Status**

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

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

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

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

Table T2.2.10: Safety, Health, and Environment

Name of Bidder: _____

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

Date: _____

T2.2.11. 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	High	Total or partial Work stoppage	Industrial Strike	Labour Dispute	Reputational Damage	Likely	High		
2	High	Serious or minor injury/health ailments	Lack or no safety rules	Use of unsafe equipment or dangerous chemicals	Fatality/disabling injuries/serious disease	Likely	High		
3	High	Falling from heights	High Window Cleaning and Lights	Critical Injuries/ Fatalities due to falls	Site closure due to severe injuries/ fatalities	Likely	High		
4	High	Insect bites	Lack of use of PPE	Injuries or serious health conditions	Severe injuries/ fatalities	Likely	High		
5	High	Non collection of SHE bins	Due to expiry of certificate	Increase of health and environmental risk	Spreading of diseases and contamination of the environment	Likely	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**
6									
7									
8									
9									
10									

Name of Bidder: _____

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

Date: _____

T2.2.12. PENALTY TABLE

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

PENALTY TABLES					
DELAYS ON ITEMS ATTRACTING PENALTIES					
	<1	≥1<5	≥5<20	≥20<50	≥50
SHERQ					
a) SHERQ non-conformances, corrective and preventative actions not resolved within the agreed target dates	5 000	10 000	30 000	50 000	100 000
b) Non-reporting of SHERQ incidents and statistics within the required timeframe	5 000	10 000	30 000	50 000	100 000
c) Repeat SHERQ non-conformances not resolved within the agreed target dates	50 000	80 000	100 000	120 000	200 000

Name of Bidder: _____

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

Date: _____

PART C1: AGREEMENT AND CONTRACT DATA

C1.1. FORM OF OFFER AND ACCEPTANCE

LETTER OF TENDER

DESCRIPTION: PROVISION OF COMPREHENSIVE CLEANING, HYGIENE AND SPECIALISED CLEANING SERVICES AT VARIOUS RAND WATER SITES FOR A DURATION OF FIVE (5) YEARS

TENDER NO: RW10393723/26

TO: The Tender Box
Rand Water Head Office
522 Impala Road
Glenvista
Johannesburg
Attention: **Mpolokeng Mtimkulu**

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 **PROVISION OF COMPREHENSIVE CLEANING, HYGIENE AND SPECIALISED CLEANING SERVICES ATVARIOUS RAND WATER SITES FOR A DURATION OF FIVE (5) YEARS** should be executed by the Contractor, and has accepted a bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
    a. The Letter of Award
    b. The Letter of 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 are based on the "Client/Consultant Model Services Agreement" as published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).

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

C1.2.2. PARTICULAR CONDITIONS OF CONTRACT

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

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

1 GENERAL PROVISIONS

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretation

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

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

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

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

1.2.4 Words indicating one gender include all genders.

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

1.3 Communications

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

1.4 Governing Language and Law

1.4.1 The language of the Agreement is English.

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

1.5 Changes in Legislation

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

1.6 Whole Agreement

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

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

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

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

1.10 Intellectual Property Rights
For the purposes of this Sub-Clause, Intellectual Property means statutory and common law proprietary rights in respect of patents, designs, copyright, know how, confidential information, domain names, drawings, data and all other rights in respect of Intellectual Property compiled, created or prepared in execution of the Services to be performed in terms of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

2. THE CLIENT

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

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

2.3 Equipment and Facilities

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

2.4 Client's Personnel

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

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

2.5 Client's Representative

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

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

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

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

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

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

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

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

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

2.6 Services of Others

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

2.7 Payment of Services

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

3. THE CONSULTANT

3.1 Scope of Services

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

3.2 Normal, Additional and Exceptional Services

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

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

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

3.3 Duty of Care and Exercise of Authority

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

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

3.4 Client's Property

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

3.5 Supply of Personnel

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

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

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

3.6 Consultant's Representative

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

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

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

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

3.7 Changes in Personnel

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

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

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

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

3.8 Co-operation with Others

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

3.9 Statutory Obligations, Notices Fees and Charges

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

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

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

3.10 Progress Meetings

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

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

3.11 Safety Procedures

At all times the Consultant shall:-

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

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

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

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

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

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

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

3.12 Security

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

3.13 Health and Safety

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

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

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

3.16 Protection of the Environment

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

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

4.COMMENCEMENT, COMPLETION, VARIATION AND TERMINATION

4.1 Effective Date

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

6.

7. **4.2 Commencement and Completion**

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

4.3 Variations

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

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

4.4 Delays

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

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

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

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

4.5 Changed Circumstances

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

In these circumstances:

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

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

4.6 Abandonment, Suspension or Termination

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

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

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

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

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

4.7 Exceptional Services

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

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

4.8 Rights and Liabilities of Parties

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

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

5. PAYMENT

5.1 Payment to the Consultant

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

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

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

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

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

5.2 Time for Payment

5.2.1 The Consultant shall submit monthly statements/invoices complete with all supporting documentation thereto to the Client by the

25th day of the month following the month in which the Services were rendered.

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

Payment will be effected 30 days from date of statement.

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

5.3 Currencies of Payment

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

5.4 Disputed Invoices

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

5.5 Independent Audit

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

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

6. LIABILITIES

6.1 Liability of the Parties

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

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

6.2 Compensation

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

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

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

6.3 Duration of Liability

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

6.4 Limit of Compensation

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

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

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

6.5 Indemnity

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

6.6 Exceptions

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

(a) from deliberate default or reckless misconduct, or

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

7. INSURANCE

7.1 Professional Indemnity

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

7.2 Additional Insurances

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

(a) Third Party Liability Insurance;

(b) Comprehensive Motor Vehicle Insurance;

(c) Fidelity Guarantee;

(d) Workers Compensation;

(e) Group Personal Accident;

(f) Group Life Assurance;

8. SETTLEMENT OF DISPUTES

8.1 Amicable Dispute Resolution

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

8.2 Mediation

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

8.3 Arbitration

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

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

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

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

PART C2: PRICING DATA

C2.1. PRICING ASSUMPTIONS

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

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

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

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

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

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

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

The Bidder is required to submit the following:

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

PART C3: SCOPE OF WORK

C3.1. DATES FOR DELIVERY AND COMPLETION

1. It is estimated that the Contract will be placed on or before **01 April 2027** access to undertake work will only become available after the issue of the Site Access Certificate.

2. All equipment, plant, design documentation shall be handed over by **01 April 2032**, and the Bidder's programme shall comply with this requirement by the Employer.
3. The contract shall end upon the exhaustion of funds on the purchase order or after 5 years whichever occurs earlier **(Unless an EOT is granted by Delegated Authority**).

C3.2. SCOPE OF WORK

The Provision of Comprehensive Cleaning, Hygiene and Specialised Cleaning Services refers to the appointment of a suitably qualified and experienced Service Provider to deliver integrated cleaning and hygiene services across designated facilities and sites.

The scope includes, but is not limited to:

- Periodic cleaning activities such as deep cleaning, high-level cleaning, carpet cleaning, upholstery cleaning, floor treatment and polishing, window cleaning, and post-construction cleaning.
- Provision and maintenance of hygiene services, including sanitary waste disposal, supply and servicing of hygiene equipment, and washroom hygiene management.
- Specialised cleaning services for areas requiring specific cleaning methods, equipment, or expertise, including sensitive operational environments and emergency spill response where applicable.
- The scope shall accommodate services required for where Rand Water is appointed as the Implementing Agent. The detailed scope, deliverables, quantities and project-specific requirements shall be defined and issued on a project-by-project basis following such appointment.

The objective of the contract is to maintain a clean, hygienic, safe, and aesthetically acceptable environment that supports operational efficiency, employee wellbeing, and compliance with statutory and organisational requirements.

List of Sites to be serviced
Rietvlei
Zwartkopjes Hostel and Kitchen
Zwartkopjes Conference Centre
Emhlangeni Pipe Plant
EMS
Zwartkopjes Training Centre
Forest Hill
Water Bottling Plant
Barracks
Analytical Services
Process Technology
Training Centre
Vereeniging Hostel and Kitchen
Water Wise
Zuikerbosch Hostel and Kitchen

Below is a breakdown of what services are required for some of the sies. The service provider must refer to the BOQ for the comprehensive breakdown of all sited to be serviced.

AREA	SUBSECTION	SERVICE	FREQUENCY	METHOD
Rietvlei	LEVEL 5	Carpet cleaning	Once every two months	Vacuum and wash with water and carpet cleaning detergent
		Deep cleaning	Twice Monthly	Toilets use toilet bowl cleaner, scrubbing brush to clean exterior &interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Window Cleaning	Twice yearly	Use telescopic window cleaning pole with squeegee and microfibre washer. Use commercial window cleaning solution
		Upholstery	Quarterly	Vacuum with soft brush, spot clean stains, steam clean using hot water for delicate fabric, and clean with powder for certain fabrics. Observe manufacturer's labels
	LEVEL 4	Carpet cleaning	Once every two months	Vacuum and wash with water and carpet cleaning detergent

		Deep cleaning	Twice Monthly	Toilets use toilet bowl cleaner, scrubbing brush to clean exterior &interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Window Cleaning	Twice yearly	Use telescopic window cleaning pole with squeegee and microfibre washer. Use commercial window cleaning solution
		Upholstery	Quarterly	Vacuum with soft brush, spot clean stains, steam clean using hot water for delicate fabric, and clean with powder for certain fabrics. Observe manufacturer's labels
	LEVEL 3	Carpet cleaning	Once every two months	Vacuum and wash with water and carpet cleaning detergent
		Deep cleaning	Twice Monthly	Toilets use toilet bowl cleaner, scrubbing brush to clean exterior &interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space

		Pest control	Quarterly	Use integrated pest control management
		Upholstery	Quarterly	Vacuum with soft brush, spot clean stains, steam clean using hot water for delicate fabric, and clean with powder for certain fabrics. Observe manufacturer's labels
		Window Cleaning	Twice yearly	Use telescopic window cleaning pole with squeegee and microfibre washer. Use commercial window cleaning solution
	LEVEL 2	Carpet cleaning	Once every two months	Vacuum and wash with water and carpet cleaning detergent
		Deep cleaning	Twice Monthly	Toilets use toilet bowl cleaner, scrubbing brush to clean exterior &interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Window Cleaning	Twice yearly	Use telescopic window cleaning pole with squeegee and microfibre washer. Use commercial window cleaning solution
		Hard floor	Quarterly	Use auto s-scrubber with

				scrubber pads or soft- bristle brush
		Upholstery	Quarterly	Vacuum with soft brush, spot clean stains, steam clean using hot water for delicate fabric, and clean with powder for certain fabrics- observe manufacturer labels
	LEVEL 1	Carpet cleaning	Once every two months	Vacuum and wash with water and carpet cleaning detergent
		Deep cleaning	Twice Monthly	Toilets use toilet bowl cleaner, scrubbing brush to clean exterior &interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Window Cleaning	Twice yearly	Use telescopic window cleaning pole with squeegee and microfibre washer. Use commercial window cleaning solution
		Hard floor	Quarterly	Use auto s-scrubber with scrubber pads or soft- bristle brush
		Upholstery	Quarterly	Vacuum with soft brush, spot clean stains, steam clean using hot water for delicate fabric, and clean with powder for certain fabrics.

				Observe manufacturer's labels
Emhlangeni		Deep cleaning	Twice Monthly	Toilets use toilet bowl cleaner, scrubbing brush to clean exterior & interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Hard floor	Quarterly	Use auto s-scrubber with scrubber pads or soft- bristle brush
		Upholstery	Quarterly	Vacuum with soft brush, spot clean stains, steam clean using hot water for delicate fabric, and clean with powder for certain fabrics. Observe manufacturer's labels and clean accordingly
EMS		Carpet cleaning	Once every two months	Vacuum and wash with water and carpet cleaning detergent
		Deep cleaning	Twice Monthly	Toilets use toilet bowl cleaner, scrubbing brush to clean exterior &interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management

		Hard floor	Quarterly	Use auto s-scrubber with scrubber pads or soft- bristle brus
		Upholstery	Quarterly	Vacuum with soft brush, spot clean stains, steam clean using hot water for delicate fabric, and clean with powder for certain fabrics. Observe manufacturer's labels and clean accordingly
Zwartkopjes Conference Centre		Carpet cleaning	Once every two months	Vacuum and wash with water and carpet cleaning detergent
		Deep cleaning	Twice Monthly	Toilets use toilet bowl cleaner, scrubbing brush to clean exterior &interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Hard floor	Quarterly	Use auto s-scrubber with scrubber pads or soft- bristle brush
		Upholstery	Quarterly	Vacuum with soft brush, spot clean stains, steam clean using hot water for delicate fabric, and clean with powder for certain fabrics. Observe manufacturer's labels and clean accordingly

Zwartkopjes Hostel		Deep cleaning	Twice Monthly	Toilets use toilet bowl cleaner, scrubbing brush to clean exterior & interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Window Cleaning	Twice yearly	Use telescopic window cleaning pole with squeegee and microfibre washer. Use commercial window cleaning solution
		Hard floor	Quarterly	Use auto s-scrubber with scrubber pads or soft- bristle brush
Water Bottling Plant		Deep cleaning	Twice Monthly	Toilets use toilet bowl cleaner, scrubbing brush to clean exterior & interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Hard floor	Quarterly	Use auto s-scrubber with scrubber pads or soft- bristle brush
Zwartkopjes Training Centre		Carpet cleaning	Once every two months	Vacuum and wash with water and carpet cleaning detergent
		Deep cleaning	Twice Monthly	Toilets use toilet bowl cleaner,

				scrubbing brush to clean exterior &interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Window Cleaning	Twice yearly	Use telescopic window cleaning pole with squeegee and microfibre washer. Use commercial window cleaning solution
		Hard floor	Quarterly	Use auto s-scrubber with scrubber pads or soft- bristle brush
		Upholstery	Quarterly	Vacuum with soft brush, spot clean stains, steam clean using hot water for delicate fabric, and clean with powder for certain fabrics. Observe manufacturer's labels and clean accordingly
Forest Hill Flats		Deep cleaning	Twice Monthly	Toilets- -use toilet bowl cleaner, scrubbing brush to clean exterior & interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management

		Window Cleaning	Twice yearly	Use telescopic window cleaning pole with squeegee and microfibre washer. Use commercial window cleaning solution
		Hard floor	Quarterly	Use auto s-scrubber with scrubber pads or soft- bristle brush
Analytical Services		Carpet cleaning	Once every two months	Vacuum and wash with water and carpet cleaning detergent
		Deep cleaning	Twice Monthly	Toilets use toilet bowl cleaner, scrubbing brush to clean exterior &interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Window Cleaning	Twice yearly	Use telescopic window cleaning pole with squeegee and microfibre washer. Use commercial window cleaning solution
		Hard floor	Quarterly	Use auto s-scrubber with scrubber pads or soft- bristle brush
Process Technology		Carpet cleaning	Once every two months	Vacuum and wash with water and carpet cleaning detergent
		Deep cleaning	Twice Monthly	Toilets use toilet bowl cleaner, scrubbing brush

				to clean exterior &interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Window Cleaning	Twice yearly	Use telescopic window cleaning pole with squeegee and microfibre washer. Use commercial window cleaning solution
		Hard floor	Quarterly	Use auto s-scrubber with scrubber pads or soft- bristle brush
		Upholstery	Quarterly	Vacuum with soft brush, spot clean stains, steam clean using hot water for delicate fabric, and clean with powder for certain fabrics. Observe manufacturer's labels and clean accordingly
Training Centre		Carpet cleaning	Once every two months	Vacuum and wash with water and carpet cleaning detergent
		Deep cleaning	Twice Monthly	Toilets- -use toilet bowl cleaner, scrubbing brush to clean exterior &interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and

				ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Hard floor	Quarterly	Use auto s-scrubber with scrubber pads or soft- bristle brush
		Upholstery	Quarterly	Vacuum with soft brush, spot clean stains, steam clean using hot water for delicate fabric, and clean with powder for certain fabrics. Observe manufacturer's labels and clean accordingly
Vereeniging Hostel and Kitchen		Deep cleaning	Twice Monthly	Toilets use toilet bowl cleaner, scrubbing brush to clean exterior & interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Window Cleaning	Twice yearly	Use telescopic window cleaning pole with squeegee and microfibre washer. Use commercial window cleaning solution
		Hard floor	Quarterly	Use auto s-scrubber with scrubber pads or soft- bristle brush
		Cleaning of Fat Trap	Monthly	Scoop out grease and solids, clean the interior using detergent and

				hot water, and rinse clean
		Upholstery	Quarterly	Vacuum with soft brush, spot clean stains, steam clean using hot water for delicate fabric, and clean with powder for certain fabrics. Observe manufacturer's labels and clean accordingly
Water Wise		Carpet cleaning	Once every two months	Vacuum and wash with water and carpet cleaning detergent
		Deep cleaning	Twice Monthly	Toilets- -use toilet bowl cleaner, scrubbing brush to clean exterior &interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Hard floor	Quarterly	Use auto s-scrubber with scrubber pads or soft- bristle brush
		Cleaning of Train	Monthly	Use water and detergent solution. Scrub the floors and wipe clean benches and metal parts
		Upholstery	Quarterly	Vacuum with soft brush, spot clean stains, steam clean using hot water for delicate fabric, and clean with powder for certain fabrics. Observe

				manufacturer's labels and clean accordingly
Zuikerbosch Hostel and Kitchen		Carpet cleaning	Once every two months	Vacuum and wash with water and carpet cleaning detergent
		Deep cleaning	Twice Monthly	Toilets- -use toilet bowl cleaner, scrubbing brush to clean exterior & interior of the toilet bowl and seat cover
		Fumigation	Once Monthly	Seal the area, release the fumigant, and ventilate the space
		Pest control	Quarterly	Use integrated pest control management
		Window Cleaning	Twice yearly	Use telescopic window cleaning pole with squeegee and microfibre washer. Use commercial window cleaning solution
		Hard floor	Quarterly	Use auto s-scrubber with scrubber pads or soft- bristle brush
		Upholstery	Quarterly	Vacuum with soft brush, spot clean stains, steam clean using hot water for delicate fabric, and clean with powder for certain fabrics. Observe manufacturer's labels and clean accordingly

CARPET/FLOOR CLEANING

Deep clean carpet

Scrub and seal all hard floors

DEEP CLEANING

Deep cleaning of canteens (wash, polish and sanitise pots, ovens, steel tables, zincs, dish washer machines, Bain Maries, utensils, dining hall furnisher, lift steel walls and doors)

Scrub and clean fat trap, floors, taps and extractor canopies, fridges and stoves

CLEANING OF WALLS AND HANGING LIGHTS

Clean all dust and birds' droppings on the walls and light cables and cover

Clean walls off sticking substances, dust, dirt marks and grease

SHE BINS

Removal of SHE Bin content (every Monday of the week) must contain 50-micron polythene liner, must be treated for bacterial infections and a certificate of safe disposal and manifest must be submitted monthly to Rand Water)

HIGH WINDOW LEVEL CLEANING

Clean window awnings, glass panes and window frames

PEST CONTROL

Fumigation of insects inside and around the buildings

Clean boxes and remove old wax blocks

Replenish bait stations with Mouse wax blocks (85g)

All bait stations must be affixed with warning and service information stickers

Safe disposal of dead rats must be verified with manifest certificate

GENERAL NOTES:

Quality of Workmanship:

All workmanship must be of a high standard. Poor quality work will not be accepted and will not be signed off by the Rand Water Cleaning Supervisor. Rand Water reserves the right to withhold payment until all identified defects are corrected to the satisfaction of the supervising authority.

Protection of Property:

Most of the work will take place within occupied buildings containing furniture and equipment. The Service Provider will be responsible for:

Minimizing the movement and disruption of any items.
Repairing or replacing any items damaged during the cleaning process at their own cost

Documentation and Guarantees:

Before and after photographs (date-stamped) must be provided for each area of work
An assessment report/ disposal certificates/ job cards must be submitted alongside the invoice for payment processing
Failure to provide the required documentation may result in payment delays

HUMAN RESOURCE CAPACITY

Human Resource Capacity Schedule to including company's Project Team vs. Company Organogram. The organogram must include project leader, cleaning supervisor, pest control operator, driver and cleaners. Project Team Member List including CV's and resource allocation. The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work.

AGREEMENT DURATION

This agreement shall commence once the contractor receives their PO. If there is an overlapping contract in place, Rand Water has the right to place this contract on hold until the current contract is concluded.

WORK SCHEDULE

Rand Water hold the right to change the service schedule as per the needs for the various sites. Annually, the service schedule must me reviewed by Rand Water official and the contractor.

RESPONSIBILITIES OF RAND WATER

The service provider remains responsible for the entire service to be provided.
In the event of equipment malfunction or damage, the responsible Rand Water official will immediately notify the Contractor and log in request for repair. The responsible official will give a description of the problem, as he perceives it, the location and merely give his opinion as to the reason or cause; however, Rand Water will not accept any responsibility for any information given with regard to the fault or its location or reasons, therefore.
Notification to the contractor will be done by the employer by means of a telephone call, or an e-mail. Records of notification will be kept and updated by the contractor.

Rand Water will afford the Contractor access to the works site and to such other places as may be necessary to enable the Contractor to carry out his/her duties.
The Rand Water Officials will not guarantee access at all times or at any time. Rand Water accepts that such delays caused by it of not being able to give the access timeously, will be the cause for the delay in service time.
Rand Water will ensure that it, or any other 3rd parties, will not attempt maintenance or repairs to the equipment supplied and installed, unless this has been discussed and authorized in writing by both Rand Water and the Contractor.

RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall be responsible for the complete hygiene service, fully described and detailed in the Contract documents. The Contractor shall establish and maintain a job card system and all service work, replacements and descriptions of work done, shall be recorded on the job card system.

The names of the person who issued the instruction as well as the names of the contractor's personnel who carried out the work shall be recorded on the job card.
Each job card shall be signed off by the employer's duly appointed representative.
Copies of each of the fully completed and signed job cards shall be submitted together with a summary of work done, when the work is invoiced for payment.

The Contractor shall carry out the necessary cleaning work within the specified response and service time, once notification has been given to the contractor to commence with work requirements.

CONTRACTORS PERFORMANCE

Where the service to be performed cannot be reasonably expected to be rendered within the time allocated, the due time for performance will be communicated to the employer for his approval thereof.

TERMS OF PAYMENT

The routine monthly service charge is payable monthly in arrears. A tax invoice for the monthly service shall be submitted by the 25th of each month, payment thereof to be processed with the next cheque run i.e. before the end of the following month. This procedure will be followed for each monthly service period.

PART C4: SITE INFORMATION

C4. SITE INFORMATION

RIETVLEI

Rand Water Head office. 522 Impala Road, Glenvista 2058.

Latitude: 26.29138^{o} *S*

Longitude: 28.03732^{o}*E*

Conference Centre

Latitude: 26’ 20.698^{0}*S*

Longitude: 028’03.967^{0}*E*

EMS

Latitude: 26’ 20.698^{0}*S*

Longitude: 028’03.967^{0}*E*

Emhlangeni

Latitude: 26’ 20.698^{0}*S*

Longitude: 028’03.967^{0}*E*

Forest Hill Flats

Latitude: 26’15.547^{0}*S*

Longitude: 28’02.445^{0}*E*

Training Centre

Latitude: 26’ 20.698^{0}*S*

Longitude: 028’03.967^{0}*E*

Water Bottling Plant

Latitude: 26’ 20.698^{0}*S*

Longitude: 028’03.967^{0}*E*

Zwartkopjes Hostel

Latitude: 26’ 20.698^{0}*S*

Longitude: 028’03.967^{0}*E*

SCIENTIFIC SERVICES

Barrage Road, Leeuhof, Vereeniging ,1939

Latitude: 26.67352^0*S*

Longitude: 27.91503^0*E*

Process Technology

Latitude: 26’41.436^0*S*

Longitude: 27’55.078^0*E*

Training Centre

Latitude: 26’41.436^0*S*

Longitude: 27’55.078^0*E*

Vereeniging Hostel

Latitude: 26’41.436^0*S*

Longitude: 27’55.078^0*E*

Water Wise

Latitude: 26’41.436^0*S*

Longitude: 27’55.078^0*E*

Zuikerbosch Hostel

Latitude: 26”41.520^0*S*

Longitude: 28’00.061^0*E*