RAND WATER	**REQUEST FOR QUOTATION**	Form No: RW SCM 00016 F Revision No: 08 Effective Date: 28 June 2022

BID NUMBER:	10403344	**CLOSING DATE:**	21.April.2023	**CLOSING TIME:**	23:59
DESCRIPTION:	Repair chairs and cover with chair covers				
BRIEFING SESSION DATE AND TIME	n/a	**BRIEFING SESSION VENUE**	n/a		
ISSUE DATE	17.April.2023				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		**SOURCING MANAGER**	
CONTACT PERSON	Xolile Bhengu	**CONTACT PERSON**	Kulani Shibambu
TELEPHONE NUMBER	INSERT	**TELEPHONE NUMBER**	0116827199
E-MAIL ADDRESS **(Submissions must be made to this address)**	xbhengu@randwater.co.za	**E-MAIL ADDRESS**	kshibambu@randwater.co.za

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

BID SUBMISSION:

- Bids must be submitted by the stipulated time to the email address stipulated above. Late bids will not be accepted for consideration.
- **All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document.**
- No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members / persons in the service of the state."
- *Rand Water will provide any clarifications / addenda / extension of closing date by no later than one **(1)** calendar day before the closing date.*

1. SCOPE OF WORK

1.1. DESCRIPTION

Supplier to repair chairs with identified material on attached list and cover repaired chairs with plastic.

3x High back - artificial leather - black in colour - cover in plastic
1x Mid back chair - artificial leather - black in colour - cover in plastic

3x Mid back chair - light blue cloth - cover in plastic

1x High back chair - leather - black in colour - cover in plastic
10x Customer chair - leather - black in colour - cover in plastic

26x Rick stacker chairs - fabric - blue in colour - cover in plastic

8x Rick stacker chairs - fabric - blue in colour - cover in plastic

2x Conference room chairs (as attached picture) - fabric - black in colour - cover in plastic
48x Conference room chairs to be covered in plastic only

2x Rick-stacker chairs - fabric - blue in colour - cover in plastic
1X Couch to be covered in plastic only

3x High back chairs (as attached picture) - fabric - cover in plastic.

9x High back chairs - fabric - black in colour - cover in plastic
3x High back chairs - fabric - blue in colour - cover in plastic

6x Visitors chairs - fabric - blue in colour - cover in plastic
1x Visitors chair - fabric - maroon in colour - cover in plastic

4x Arm rest chairs - fabric - blue in colour - cover in plastic
4x Arm rest chairs - fabric - black in colour - cover in plastic

17x Rick-stacker chairs - fabric - blue in colour - cover in plastic

1X High back chair - fabric - maroon in colour - cover in plastic
2X Medium back chair - fabric - blue in colour - cover in plastic

2. AWARDING STRATEGY

The maximum number of suppliers to be awarded this RFQ is 1

3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

3.1. Test for Responsiveness/ Pre- qualification

Responses that fail to meet pre-qualifying criteria stipulated will not be further evaluated.

3.2. The functionality evaluation criteria are as follows:

ADJUDICATION CRITERIA		WEIGHT
1.	**Previous Related Experience** (Similar to current RFQ Scope/Work) The rating of this item is based on a four-point scale: • None = 0 % - No submission • Weak = 33.3% - 1 Company reference • Moderate = 66.7% - 2 Company references • Good = 100% - 3 Company references	25
2.	**Human Resource Capacity** Adjudicated based on Human Resource Capacity Schedule required for the execution of the scope of work. The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work. The rating of this item is based on a four-point scale: • None = 0 % - No submission • Weak = 33.3% - Company organogram not reflecting the resource needs for the scope of work • Moderate = 66.7% - Company organogram partially addressing the resource needs for the scope of work • Good = 100% - Company organogram adequately addressing the resource needs for the scope of work	25
3.	**Equipment Resource Capacity** *Adjudicated based on Equipment Resource Capacity (*Plant, Equipment, vehicles, computers, software's etc.) The purpose is to establish an overall picture of the company's equipment resource capacity and ability to undertake the work and will therefore be services/goods specific. The rating of this item is based on a four-point scale: • None = 0 % - No submission • Weak = 33.3% - Minimal capacity in relation to the scope • Moderate = 66.7% - Capacity meets the scope requirements with some gaps • Good = 100% - Capacity meets the scope requirements	25
4.	**Work Breakdown / Schedule / Project Programme** Aligned with Contractual requirements, credible and acceptable The rating of this item is based on a four-point scale: • None = 0 % - No submission • Weak = 33.3% - The work breakdown/ schedule / project programme is submitted but is unclear. • Moderate = 66.7% - The work breakdown/ schedule / project programme is submitted and has some indication of the duration. • Good = 100% - The work breakdown/ schedule / project programme is submitted and has a clear indication of the duration and delivery date.	25
TOTAL		**100**

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

3.3. PRICING SCHEDULE

The Supplier must complete the following pricing schedule:

	MILESTONES / LINE ITEMS	***MINIMUM THRESHOLD FOR LOCAL CONTENT***	***TIMEFRAME*** *(where applicable)*	***UNIT PRICE*** *(where applicable)*	***QUANTITY*** *(where applicable)*	***COSTING***
1.	Cover black high back chairs with new fabric and plastic				13	
2.	Cover blue high back chairs with new fabric and plastic				3	
3.	Cover Maroon high back chairs with new fabric and plastic				1	

	MILESTONES / LINE ITEMS	MINIMUM THRESHOLD FOR LOCAL CONTENT	TIMEFRAME (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
4.	Cover high back chairs with new fabric and plastic as per picture 1				3	
5.	Cover black customer chairs with new fabric and plastic				10	
6.	Cover blue visitor's chairs with new fabric and plastic				6	
7.	Cover Maroon visitor's chairs with new fabric and plastic				1	
8.	Cover black medium back chairs with new fabric and plastic				1	
9.	Cover light blue medium back chairs with new fabric and plastic				3	
10.	Cover blue medium back chairs with new fabric and plastic				2	
11.	Cover blue arm rest chairs with new fabric and plastic				4	
12.	Cover black arm rest chairs with new fabric and plastic				4	
13.	Cover Conference room chairs with plastic only (medium back chairs, picture 2)				48	
14.	Cover black conference room chairs with new fabric and plastic (medium back chairs)				2	
15.	Cover 2 sitter couch with plastic only				1	
16.	Cover blue Rick stacker chairs with new fabric and plastic				53	
TOTAL						
VAT						
TOTAL [VAT INCLUDED]						

3.4. ***The (80/20) Preferential Point System will be used to evaluate price and preference on quotations.***

3.5. ***Rand Water does not bind itself to accept a quotation with the lowest price.***

4. RETURNABLE DOCUMENTS

The following documents **must** be returned together with this RFQ:

Required for Evaluation

4.1. Local Content Declaration Forms (not applicable).

4.2. Functionality evaluation supporting documents.

4.3. A B-BBEE Status Level Verification Certificate (SANAS Approved) / Sworn Affidavit (For EMEs& QSEs) must be submitted in order to obtain preferential points.

4.4. Completed and signed SBD 4 Form (Declaration of Interest)

4.5. Company Resolution Letter (proof of authority).

4.6. Letter of Good Standing, COID (applicable)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

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

2.2.1 If so, furnish particulars:

………………………………………………………………………………………
………………………………………………………………………………………

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.

2.3 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.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… ..……………………………………………
Signature Date

……………………………… ………………………………………………
Position Name of bidder

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

5. GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to the award. The Supplier agrees to adhere to the terms and conditions.

5.1. **DEFINITIONS**

5.1.1. In the General Conditions of Purchase, the terms below shall have the following meanings, unless it is inconsistent with the context of the Purchase Order:

"PURCHASE ORDER"	means the order between Rand Water and the Supplier;
"DELIVERY"	means delivery in accordance with the conditions of the Purchase Order at the stated delivery point;
"SUPPLIES"	means any services, equipment, goods, items or materials to be delivered by the Supplier in terms of the Purchase Order;
"SUPPLIER"	means the party appointed by Rand Water and with whom Rand Water places the Purchase Order.

5.2. **FIXED PRICE**

The price stated in the Purchase Order shall be regarded as fixed and is invariable and not subject to adjustments unless otherwise agreed between the parties in writing.

5.3. **DELIVERY TIME OR DATE**

The delivery time or date stated in the Purchase Order shall be regarded as fixed and the Supplier shall adhere strictly thereto. Rand Water reserves the right to cancel any order issued if delivery is not made as agreed and the Supplier will not be entitled to any cancellation fees.

5.4. **PURCHASE ORDER**

5.4.1. In terms of this order Rand Water undertakes to procure, and the Supplier undertakes to supply the products and/or services as contained on the Purchase Order. This however, does not prohibit Rand Water to procure additional products/services, and or to procure the same/similar products/services, from any other Supplier.

5.4.2. The Purchase Order number stated in the Order shall be indicated clearly on all documentation to be issued by either party to the other.

5.5. **LETTER OF AWARD**

Upon appointment, the Supplier shall be required to sign a Letter of Award. In the event that the Letter of Award is not accepted within the times indicated in such letter, the letter will automatically terminate and will not be enforceable.

5.6. **CANCELLATION OF ORDER**

5.6.1. Should the Supplier fail to deliver the goods at the time agreed to, or should it not comply with any other essential condition of the Purchase Order, Rand Water shall be entitled in writing to cancel the Purchase Order, without any adverse cost implications for Rand Water.

5.6.2. The aforesaid cancellation shall not prevent Rand Water from exercising any of its rights available in terms of the Purchase Order.

5.7. **DISPATCH OF SUPPLIES**

Rand Water shall not be responsible for any risk in and to the goods before delivery of such goods has taken place.

5.8. **SPECIFICATIONS**

5.13. **FORCE MAJEURE**

Any Force Majeure event experienced by the Supplier that is likely to affect the timeous delivery of any items on the Purchase Order shall be communicated to Rand Water in writing within forty-eight (48) hours of the Supplier becoming aware of such circumstance. Force Majeure event means:

a. natural disasters
b. war, act of foreign enemies
c. riot, civil commotion
d. strike, lockout, other labour disturbance (including those involving the Supplier's employees) or

any other circumstances beyond the control of the Supplier and which in the absence of this paragraph will operate to frustrate the timeous delivery of the item and/or service.

5.14. **WARRANTY**

5.14.1. The Supplier warrants that all goods and Services supplied under this Purchase Order will be in accordance with all contract requirements and free from defects or inferior materials, equipment, and workmanship for twelve (12) months after final acceptance of the goods or Services.

5.14.2. If Rand Water finds the warranted goods or Services need to be repaired, changed or re-performed, Rand Water shall so inform the Supplier in writing and the Supplier shall promptly and without expense to Rand Water replace or satisfactorily correct the goods or Services.

5.14.3. Any goods, services or parts thereof so corrected, shall also be subject to the provisions of this Clause, and the warranties for such goods, Services or part thereof shall be for twelve (12) months from the date of Rand Water's final acceptance of such corrected goods or Services.

5.14.4. The Supplier further warrants the goods/services will meet and are suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. Goods/services that do not conform to the above warranties may, at any time within 12 months after delivery to Rand Water, be rejected and returned to the Supplier, and if Rand Water has incurred any expenses as a result thereof, Rand Water will be entitled to recover same from the Supplier.

5.15. **TERMINATION FOR CONVENIENCE**

Rand Water reserves the right, at any time, in its own best interest, and without liability, to terminate a Purchase Order in whole or in part, by written notice of termination for convenience to the Supplier. If the Purchase Order is so terminated, then, within thirty (30) days following the Supplier's receipt of the termination notice, the Supplier shall submit a claim for equitable adjustment. If the termination involves only services, Rand Water shall be obligated to pay only for services performed satisfactorily before the termination date.

5.16. **TERMINATION FOR DEFAULT**

Rand Water may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate a Purchase Order in whole or in part by written notice of default if the Supplier:

a) fails to deliver in terms of the Purchase Order or perform the services within the time specified;
b) fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or
c) fails to comply with any of the other instructions, terms, or conditions. Rand Water's right to terminate for default may be exercised if the Supplier does not cure the failure within ten (10) days after receiving the notice of such failure.

5.17. **AMENDMENT OF ORDER**

5.17.1. No amendment or variations to the Purchase Order shall be permitted without the written approval of Rand Water.

5.17.2. No price adjustments shall be accepted unless stipulated in the quotation document received. The Supplier shall be obliged to supply the goods and services on the quoted prices, if the Purchase Order was placed within valid time of quotation.

5.18. **CESSION OF CONTRACTS**

The Supplier may not, cede, delegate, relinquish or transfer to anyone his rights and/or obligations without the prior written consent

5.8.1. The Supplier shall ensure that the service to be rendered shall in all respects be in accordance with the requirements and stipulations set out in the Purchase Order. All materials and consumable items if applicable shall be new and unused, unless otherwise agreed to in writing.

5.8.2. Rand Water shall be entitled to return any goods with defects or deviations from the agreed specification within 7 days after date of delivery and will not be liable for any cost.

5.9. **GUARANTEE**
Save for consumables, the Supplier guarantees the workmanship and materials and any components thereof will be free of any defects for a period of at least 12 (twelve) months after the acceptance thereof by Rand Water, reasonable wear and tear will be accepted.

5.10. **PAYMENT**
Rand Water does not allow advance payments to the Supplier.

5.10.1. Payment of an invoice shall not prevent Rand Water from subsequently disputing all or any of the fees in good faith whether during or after the term of the Purchase Order.

5.10.2. Payments shall be effected within 30 days after submission of monthly statement.

5.10.3. Rand Water shall endeavour to make payment within 30 days from date of monthly statement, date of the aforesaid monthly statement should reflect the last day of the month wherein the services being invoiced were rendered.

5.11. **LIABILITY FOR COSTS, DAMAGES OR EXPENSES**
Rand Water may deduct all costs, damages or expenses, or any other amount for which the Supplier is liable in terms of the Purchase Order, from moneys due to or becoming due to the Supplier in terms of any subsequent Purchase Orders or the contract between the Supplier and Rand Water. Rand Water is herewith irrevocably and *in rem suam* authorized.

5.12. **PENALTY AND PERFORMANCE CLAUSE**

5.12.1. Should the Supplier fail to perform and make delivery in terms of the Purchase Order, exception of Force Majeure specified in Clause 8.13, Rand Water shall be entitled to impose a penalty, which shall be deducted from the payment statement. The imposition of such penalty shall no relieve the Supplier from its obligation to complete the services or from any of its obligations and liabilities under the Purchase Order.

5.12.2. Every day, following the day on which a Failure arose (“day 1”), that a Failure persists without being rectified, shall be deemed a new incidence of a Failure for which the Supplier shall incur a penalty deduction.

of Rand Water.

5.19. **DISPUTE RESOLUTION**
All disputes between the parties shall, when all efforts to resolve such dispute by negotiation have failed shall be resolved by way of arbitration under the auspices of the Arbitration Foundation of Southern Africa (“AFSA”) as per AFSA’s rules, in Sandton, Johannesburg. Either party shall however be entitled to proceed to the South Gauteng High Court (to which jurisdiction the parties hereby consent) for any urgent, interim or interdictory relief, as that party may deem necessary in the circumstances in order to protect its rights or interests under a Purchase Order or these terms and conditions.

5.20. **DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES**

5.20.1. The Parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of, and in connection with this Agreement, the physical addresses as they appear on the Purchase Order.

5.20.2. Any notice to be given hereunder shall be given in writing and may be given either personally (i.e. per hand or courier) or may be sent by registered post and addressed to the relevant party at its domicilium or to such other address as shall be notified in writing by either of the parties to the other from time to time. Any notice given by registered post shall be deemed to have been served on the expiry of 7 (seven) calendar days after same is posted. Any notice delivered personally shall be deemed to have been served at the time of delivery.

5.21. **LAW**
The Purchase Order shall be governed and interpreted in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the South African courts to which the Supplier hereby irrevocably submits but without prejudice to Rand Water's right to take proceedings against the Supplier in other jurisdictions.

SIGNED at ____________________________ on ____________________________________

For and on behalf of Supplier

____
Who warrants being duly authorised
Name: Designation: