

# **REQUEST FOR QUOTATION**

Form No: RW SCM 00016 F

Revision No: 10

Effective Date: 1 Aug 2024

BID NUMBER:	10413026 R	CLOSING DATE:	22 April 2025	CLOSING TIME:	23:30
DESCRIPTION:	Replace and Link Cullinan PLC equipment to Soft Starters R				
NON- COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	14 April 2025				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
	BUYER	SOURCING MANAGER	
CONTACT PERSON	Salome Mametja	CONTACT PERSON	Semakaleng Mangoali
TELEPHONE NUMBER	011 682 7132	TELEPHONE NUMBER	011 682 0396
E-MAIL ADDRESS (Submissions must be made to this address)	smametja@randwater.co.za	E-MAIL ADDRESS	smangoal@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:		<u> </u>	TRAL SUPPLIER ABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICAN	BLE BOX]	LEVE AFFII	EE STATUS EL SWORN DAVIT s and QSEs)	[TICK APPL	ICABLE BOX]
	2.00	20		· -,	55	

### **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**

This is for the Installation of New PLC Equipment at Cullinan Pump station and Linking to the Soft Starters. The PLC equipment will be Provided, and Supplier needs to purchase the Communication cards to Link the PLC to the Soft Starters as per scope below:

Description of Work	Quantity
Remove Cullinan PS1 Quantum PLC equipment	1
Install Cullinan PS1 M580 PLC equipment	1
Supply and Install PLC NOC card for communication to PS1 Rockwell Medium Voltage SMC50 Soft Starter	1
Supply 20-COMM-M communication module for PS1 Rockwell Medium Voltage SMC50 Soft Starter	2
Software and Scada programming for Cullinan PS1	1
Testing and Commission Cullinan PS1	1
Remove Cullinan PS2 Quantum PLC equipment	1
Install Cullinan PS2 M580 PLC equipment	1
Supply and Install PLC NOC card for communication to PS2 Rockwell Medium Voltage SMC50 Soft Starter	1
Supply 20-COMM-M communication module for PS2 Rockwell Medium Voltage SMC50 Soft Starter	2
Software and Scada programming for Cullinan PS2	1
Testing and Commission Cullinan PS2	1
Remove Cullinan PS3 Quantum PLC equipment	1
Install Cullinan PS3 M580 PLC equipment	1
Supply and Install PLC NOC card for communication to PS3 Rockwell Medium Voltage SMC50 Soft Starter	1
Supply 20-COMM-M communication module for PS3 Rockwell Medium Voltage SMC50 Soft Starter	2
Software and Scada programming for Cullinan PS3	1
Testing and Commission Cullinan PS3	1
Remove Cullinan PS4 Quantum PLC equipment	1
Install Cullinan PS4 M580 PLC equipment	1
Supply and Install PLC NOC card for communication to PS4 Rockwell Medium Voltage SMC50 Soft Starter	1
Supply 20-COMM-M communication module for PS1 Rockwell Medium Voltage SMC50 Soft Starter	2
Software and Scada programming for Cullinan PS4	1
Testing and Commission Cullinan PS4	1

Notes: The Contractor to provide the following:

Provide proof of Training or Certification of Schneider PLC equipment. Contractor should provide documentation that they are a Channel Partner of Schneider Electric and part of their System Integrators.

Provide proof of Training or Certification on Rockell Automation Technology.

Provide traceable References for projects undertaken on Rockwell Medium Voltage VSDs pr Soft Starters.

# 2. AWARDING STRATEGY

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

## 3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

# 3.1. Test for Responsiveness/ Pre- qualification

3.1.1. None

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

## 3.2. FUNCTIONALITY CRITERIA

# 3.2.1. The functionality evaluation criteria are as follows:

	ADJUDICATION CRITERIA	WEIGHT
	Previous Related Experience (Similar to current RFQ Scope/Work)	
1.	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

	ADJUDICATION CRITERIA	WEIGHT
	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.	
2.	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	25
	<ul> <li>Moderate = 66.7% - Company organogram partially addressing the resource needs for the scope of work</li> <li>Good = 100% - Company organogram adequately addressing the resource needs for the scope of work</li> </ul>	
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	25
	Moderate = 66.7% - Capacity meets the scope requirements with some gaps     Good = 100% - Capacity meets the scope requirements  Work Breakdown / Schedule / Project Programme Aligned with Contractual requirements, credible and acceptable	
4.	<ul> <li>The rating of this item is based on a four-point scale:</li> <li>None = 0 % - No submission</li> <li>Weak = 33.3% - The work breakdown/ schedule / project programme is submitted but is unclear.</li> <li>Moderate = 66.7% - The work breakdown/ schedule / project programme is submitted and has some indication of the duration.</li> <li>Good = 100% - The work breakdown/ schedule / project programme is submitted and has a clear indication of the duration and delivery date.</li> </ul>	25
ТОТА		100

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

# 3.3. PREFERENTIAL POINT SYSTEM

The (80/20) Preferential Point System will be used to evaluate price and specific goal on received written price quotations. Where 80 will be allocated for Price and 20 for the Specific goals.

## 3.3.1. PRICING SCHEDULE

The Supplier must complete the following pricing schedule:

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
1.	Replace Cullinan Ps1 PLC equipment			1	
2.	Supply 20-COMM-M for PS1			2	
3.	Software and Scada programming PS1			1	
4.	Testing and Commission PS1			1	
5.	Replace Cullinan Ps2 PLC equipment			1	
6.	Supply 20-COMM-M for PS2			2	
7.	Software and Scada programming PS2			1	
8.	Testing and Commission PS2			1	
9.	Replace Cullinan Ps3PLC equipment			1	
10.	Supply 20-COMM-M for PS3			2	
11.	Software and Scada programming PS3			1	
12.	Testing and Commission PS3			1	
13.	Replace Cullinan Ps4 PLC equipment			1	
14.	Supply 20-COMM-M for PS4			2	
15.	Software and Scada programming PS4			1	
16.	Testing and Commission PS4			1	
ТОТА					
VAT					
	L [VAT INCLUDED]				

Failure to price all items will result to disqualification

# 3.3.1. SPECIFIC GOALS

Rand Water specific goals 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:

B-BBEE Status Level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8

B-BBEE Status Level of Contributor	Number of points
6	6
7	4
8	2
Non-compliant contributor	0

Bidders will not be disqualified from the bidding process for not submitting a SANAS accredited B-BBEE certificate or sworn affidavit for QSE or EME or the dtic B-BBEE 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 20 for B-BBEE.

### 4. RETURNABLE DOCUMENTS

### 4.1 Returnable Document/s Used for Scoring

Failure to provide all Returnable Documents used for purposes of scoring a RFQ, by the closing date and time of this RFQ will not result in a disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.

- 4.1.1 B-BBEE Status Level Verification Certificate (SANAS Approved) / Sworn Affidavit (For EMEs& QSEs)/ the dtic B-BBEE Certificate
- 4.1.2 Functionality evaluation supporting documents.

## 4.2 Essential Returnable Documents

- 4.2.1 Completed and signed SBD 4 Form (Declaration of Interest)
- 4.2.2 Company Resolution Letter (proof of authority).
- 4.2.3 Letter of Good Standing (COIDA)

# **BIDDER'S DISCLOSURE**

### 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

  YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of Sta institution	ite

2.2	Do you, or any person connected with the bidder, have a relationship with any person who is employed by
	the procuring institution? YES/NO
2.2.1	If so, furnish particulars:

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

2.3		ctors / trustees / shareholders / members / partners or any person having orise have any interest in any other related enterprise whether or not they YES/NO
2.3.1	If so, furnish particulars:	
3 D	ECLARATION	
		in submitting the like the following statements that I certify to be true and complete in every
3.1 3.2	I have read and I understand the I understand that the accompar complete in every respect;	contents of this disclosure; ying bid will be disqualified if this disclosure is found not to be true and
3.3	communication, agreement or	e accompanying bid independently from, and without consultation, arrangement with any competitor. However, communication between sortium <sup>2</sup> will not be construed as collusive bidding.
3.4	In addition, there have been no competitor regarding the quality used to calculate prices, market	consultations, communications, agreements or arrangements with any quantity, specifications, prices, including methods, factors or formulas allocation, the intention or decision to submit or not to submit the bid, in the bid and conditions or delivery particulars of the products or services
3.4		bid have not been, and will not be, disclosed by the bidder, directly or r to the date and time of the official bid opening or of the awarding of the
3.5	any official of the procuring instit process except to provide clarif	s, communications, agreements or arrangements made by the bidder with tion in relation to this procurement process prior to and during the bidding cation on the bid submitted where so required by the institution; and the afting of the specifications or terms of reference for this bid.
3.6	practices related to bids and of Commission for investigation and the Competition Act No 89 of 190 criminal investigation and or may	without prejudice to any other remedy provided to combat any restrictive ontracts, bids that are suspicious will be reported to the Competition of possible imposition of administrative penalties in terms of section 59 of 8 and or may be reported to the National Prosecuting Authority (NPA) for be restricted from conducting business with the public sector for a period erms of the Prevention and Combating of Corrupt Activities Act No 12 of slation.
	I ACCEPT THAT THE STATE MA OF PFMA SCM INSTRUCTION 03	ATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. Y REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY SHOULD THIS DECLARATION PROVE TO BE FALSE.
	Signature	Date

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

Position Name of bidder

#### 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**

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:

means the order between

ORDER" 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

- In terms of this order Rand Water undertakes to procure, 541 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. CANCELLATION OF ORDER

- 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.
- The aforesaid cancellation shall not prevent Rand Water 552 from exercising any of its rights available in terms of the Purchase Order.

### 5.6. 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.

### 5.7. SPECIFICATIONS

The Supplier shall ensure that the service to be rendered shall in all respects be in accordance with the requirements

#### 5.12. 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.

#### 5.13. WARRANTY

- 5.13.1. 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
- If Rand Water finds the warranted goods or Services need to be repaired, changed or re-performed, Rand Water shall so inform the 5.13.2. Supplier in writing and the Supplier shall promptly and without expense to Rand Water replace or satisfactorily correct the goods or Services.
- 5.13.3. 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.
- The Supplier further warrants the goods/services will meet and are suitable for the purpose intended. These warranties shall survive 5.13.4. 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.

#### 5.14. 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.

### 5.15. 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:

- fails to deliver in terms of the Purchase Order or perform a) the services within the time specified;
- fails to make sufficient progress with the work, thereby b) endangering completion of performance within the time specified; or
- fails to comply with any of the other instructions, terms, or c) 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.

### 5.16. AMENDMENT OF ORDER

- No amendment or variations to the Purchase Order shall be permitted without the written approval of Rand Water.
- 5 16 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

#### 5.17. CESSION OF CONTRACTS

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.

5.7.2. 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.

#### 5.8. **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.

#### 5.9. PAYMENT

#### Rand Water does not allow advance payments to the Supplier.

- 5.9.1. 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.
- 5.9.2. Payments shall be effected within 30 days after submission of monthly statement.
- 5.9.3. 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.

### 5.10. 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.

#### 5.11. PENALTY AND PERFORMANCE CLAUSE

- 5.11.1. 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.
- 5.11.2. 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.

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

## 5 18. 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

### 5.19. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

- 5.19.1. 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.
- 5.19.2. 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.

#### 5.20. 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:	