

	<h1>REQUEST FOR QUOTATION</h1>		Form No: RW SCM 00016 F	
			Revision No: 09	
			Effective Date: 31 Jan 2023	

BID NUMBER:	10404694	CLOSING DATE:	20.10.2023	CLOSING TIME:	23:30
DESCRIPTION:	Repair UPS's for Rand Water Zuikerbosch				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	NA	BRIEFING SESSION VENUE	NA		
ISSUE DATE	10.10.2023				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Jeanette Bester	CONTACT PERSON	Kulani Shibambu
TELEPHONE NUMBER	016 425 8208	TELEPHONE NUMBER	011 682 7199
E-MAIL ADDRESS (Submissions must be made to this address)	jbest@randwater.co.za	E-MAIL ADDRESS	kshibamb@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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT (EMEs and QSEs)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

BID SUBMISSION:
<ul style="list-style-type: none"> 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." <i>Rand Water will provide any clarifications / addenda / extension of closing date by no later than one (1) calendar</i>

day before the closing date.

1. SCOPE OF WORK

1.1. DESCRIPTION

1. Service Ups and supply new Batteries for Lab C

Ups specs

Make:Magma Aros

MMS10-TFI/311-P/AP

Input:230v/400v 1/3/N/PE

50Hz

51 A

Output:220v/230v/240v 1/N/PE

43A

Battery 192+192vdc

25A

OAH

Battery specs

Flame retardant

Sealed rechargeable lead-acid battery

Type: NP38-12RFR 12V, 40Ah

Quantity: 36 batteries

2. Service Ups and supply new Batteries for Lab V

Ups Specs

Serial no:3342 IW

KW:52

Kva:4

Battery 16x12v

MK20

M-4000

Battery Specs

Make of batteries:Deltec/equivalent

Maintenance free lead acid rechargeable

Standby use:13,5-13,8 volts

cycle use:14,4-15volts

Internal current:5,4amps max

Quantity of batteries:18

3. Service Ups and supply new Batteries for Lab E

Ups specs

Make:Magma Aros

MMS10-TFI/311-P/AP

Input:230v/400v 1/3/N/PE

50Hz

51 A

Output:220v/230v/240v 1/N/PE

43A

Battery 192+192vdc

25A

OAH

Battery specs

Sealed rechargeable

12V,25A/H

Made in France

Quantity:32 batteries

4 . Replace inverter, rectifiers and Batteries in Electrical workshop, Maintenance Dept.

Ups Specs

Input

Rating 22,5kva

Amps:33amps

Volts 400-230 3PHN

Freq:50hz

Serial no U21667-02

Output

Rating 20kva

Amps:87amps

Volts:230volts

P.F:0,7

Serial no:NS40ZLSMF

Amps/hr:35amp

Quantity: 32 batteries

38B20L

12Volts

5. Replace inverter, rectifier and batteries - UPS A at 4c wash water pump house

Ups A

MLA

Model VA:3KVA 1/1

Serial no:4831 IN3

AC Input:220V

AC Output:230v

DC input:192v

Battery:16x 12v

Regulation:10%

Regulation:1%

Frequency:50hz

MLA

Model VA:3KVA 1/1

Supply and install new batteries

Quantity 16 Batteries

12V 17AH

6. Replace inverter,blown up MOV,power board and replace batteries

UPS B at 4c wash water pump house

Ups B

MLA

Model VA:3KVA 1/1

Serial no:4830 IN3

AC Input:220V

AC Output:230v

DC input:192v

Quantity 16 Batteries 12v

Regulation:10%

Regulation:1%

Frequency:50hz

7. Replace inverter, rectifier, and batteries

4A Chlorine plant UPS

C3K

Supply and install new batteries

Quantity 16 x 12V7Ah batteries

8. Replace Rectifier, inverter and Battery - 4c filter house gallery 1

N.B: Synchronize load on both TN6KS UPS,parallell redundancy

Ups A

Model No:TN6KS

Capacity:6kva/4.2kw

Input:220vac,50hz,30amps

Output:220Vac,50hz,27amps
Battery:20x12 volts

9. Replace Rectifier, inverter and Battery 4c filter house gallery 1

N.B Synchronize load on both TN6KS UPS,parallel redundancy

Ups B

Model No:TN6KS

Capacity:6kva/4.2kw

Input:220vac,50hz,30amps

Output:220Vac,50hz,27amps

Quantity 20 Batteries 12 volts

10. Replace inverter, rectifier and replace battery - Ups at slaker house 4

Ups type:DP 1000

Serial no:U070606202

Input:Single phase

Volts:230v

Freq:50hz

Output:single phase

VA Rating:6000

watts:4800

Voltage:230volts

Quantity 16 Batteries 12v

11. Replace inverter, rectifier and replace battery - Bridge 5 ups defective

Ups make:ETN 9130

Model:PW9130i6000T-XL

S/N GJ293A0157

Input 208-240V A.C,28.5A,50hz/60hz,Single phase

Input D.C:240vdc 25A

Output:208vac,5400va,4860w,26.0A

Quantity 20 Batteries 12v

12. Replace inverter, rectifier and replace battery

Ups Pac plant lighting and small power UPs

Serial No:4D3836-01

Rating:12kva

Current:55amps

Volts:230volts

Freq:50hz

Rating:8kva

Current:36amps

Volts:230volts

Freq:50hz

Power factor:0,7

Quantity 16 Batteries 12volts

13. Replace inverter, rectifier and replace battery - Ups Pac plant Plc.

Ups make:Meissner M.P.103

Serial no:403.843

Input

Rating:4.5kva

Amps:20amps

Volts:230volts

Freq:50hertz

Output

Rating:3kva

Amps:14amps

Volts:230volts

Freq:50hertz

Quantity 16 Batteries 12volts

14 Repair and service 3 station bridge1 UPS

Bridge 1

Ups type: DP 1000

Input: Single phase

Volts:230v

Freq:50Hz +/- 5%

Output: single phase

VA Rating:3000

watts:2100

Voltage:230volts

Quantity 16 Batteries 12v

15. Repair and service 3 station bridge2 UPS

Bridge 2

Ups type: DP 1000

Input: Single phase

Volts:230v

Freq:50Hz +/- 5%

Output: single phase

VA Rating:3000

watts:2100

Voltage:230volts

Quantity 16 Batteries 12v

16. Repair and service 3 station bridge 8 UPS

Make: Eaton

Model:PW9130i6000T-XL

Input: 208-240V 28.5A 50/60 Hz

Output 208V-240V

17. Repair and service 3 station bridge 9 UPS

Make: Eaton

Model:PW9130i6000T-XL

Input: 208-240V 28.5A 50/60 Hz

Output 208V-240V

18. Repair fault on ups and replace battery.Ups is on bypass.

at Raw water 4stn.

Ups Make:Durapower

Ups type:DP2000

Serial no:U312010191

Input:3phase

Voltage:230v/380v

Freq:50hz + - 5%

Output:single phase

VA:20 000

Watts:16000

Voltage:231volts

Freq:+ -0.1%

Battery:30x12v

19 Replace faulty inverter,faulty DC Bus fuse,power board replacement and replace batteries 4stn Filter 151-156 Ups (4A filterhouse)

Ups make:Meissner

Type:PRC 3000 i

P/No:05144245-3501

S/no:LQ012A710

Output:240volts

Input:240

Amps:15amps

VA:3000Va

Battery cabinet

Make;Meissner

Type:PRC1748-RP-1
Partno:05144525-3501
S/no:LQO12A710
Output::DC48 DC 60 A

20. Replace inverter,repair rectifier and replace batteries 4stn Bridge 7 Ups

Make:Eaton
Model:PW9130i6000T-XL
Input:240volts
Amps:28.5amps
Output:240volts
Kva:600Va
Watts:5400watts
Amps:25amps
Quantity 20 Batteries 12v

21. Replace rectifier,inverter and replace batteries 4stn Crusher house Ups

Ups make:MLA Power systems
S/No:3333IW2
Input:230v/192vdc
Output:230volts
Quantity 16 Batteries 12 volts
Kva:3Kva

22. Replace inverter,repair rectifier and replace batteries 4stn T and U System UPS

Ups make:TN6KS
S/No:080416-9958000S
Input:220vac/30amp
Output:220vac/27amps
Capacity:6kva/4.2kw

23. Replace inverter,repair rectifier and replace batteries

4stn V and W system UPS
Ups make:Ruby 6K
S/No:EH500619020019
Input:220vac/33amps
Output:220vac/6000VA
Capacity:6000VA
Quantities 16 Batteries

24. Replace faulty inverter,faulty DC Bus fuse,power board replacement and replace battery 4stn Filter 157-162 Ups 1B

Ups make:Meissner
Type:PRC 3000 i
P/No:05144245-3501
S/no:LQ012A116
Output:240volts
Input:240
Amps:15amps
VA:3000Va
Battery cabinet
Make;Meissner
Type:PRC1748-RP-1
Partno:05144525-3501
S/no:LQO12A116
Output::DC48 DC 60 A

25. Replace faulty inverter,faulty DC Bus fuse,power board replacement and replace battery 4stn.Filter 145-150 Ups (Filter house 4A)

Ups make:Meissner
Type:PRC 3000 i
P/No:05144245-3501
S/no:LQ012A713
Output:240volts
Input:240

Amps:15amps
VA:3000Va
Batttery cabinet
Make;Meissner
Type:PRC1748-RP-1
Partno:05144525-3501
S/no:LQO12A713
Output::DC48 DC 60 A

26. Repair UPS - A at no.1 Chlorine plant and supply test certificate

Make: Powerwise+
S/N: 3MBC150602230360008
Model: MPPTS6KVA
Capacity: 6kVA/5.4kW
Input: 230Vac, 29A, 50/60Hz
Output: 230Vac, 28A, 50/60Hz

27.Repair UPS - B at no.1 Chlorine plant and supply test certificate

NB: Alarm, low battery charge or close FBAT
Model no: TN6K
Capacity: 6kVA/4.2kW
Input: 220Vac, 50Hz, 30A, single phase
Output: 220Vac, 50Hz, 27A, single phase

28.Repair UPS at no.1 Control room and replace batteries, Supply test certificate

Make: MAGMA AROS
UPS MPT 40
Input: 400V, 3Ph/N/PE, 50/60Hz, 87A
Output: 380/400/415V, 3Ph/N/PE, 50/60Hz, 58/58/56A, 40000VA/36000W
Quantity 32 batteries
Battery: 384Vdc, 100A, 0Ah.
Nonspillable
Flame retardant
Constant voltage charge
Standby use: 13.5-13.8V
Cycle use: 14.4-15.0V
Initial current: 20.0A max
P/N: DMPTK40ENB00
MAT: MM49UP382410001

29.Repair UPS at EM office and replace batteries and supply test certificate

Make: AROS ST60/A0
UPS SMS
Input: 3/N/PE AC, 380-415V, 50/60Hz, 90A
Output: 3/N/PE AC, 380/400/415V, 50/60Hz, 60000VA, 48000W
T/N: 6MTA60K00A
P/N: UTT160004555
MAT: 00614P612390003
Quantity 48 Batteries 12V 17Ah

30.Repair UPS at 2B Filter house and supply test certificate

Make: APC Schneider
Model: SRT2200XLI, SRT2200RMXLI
Input: 220-240VAC, 13A, 50-60Hz
Output: 220/230/240VAC, 2.2kVA/1.98kW
Model: SRT3000XLI, SRT3000RMXLI
220-240VAC, 16A, 50-60Hz
Output: 220/230/240VAC, 3kVA/2.7kW

31.Repair UPS 1 at Engine room 2 and supply test certificate - Ac and DC caps overdue for replacement

Faulty charger boards, Units dirty and requires service
The rectifier master and slave cards were damaged
The rectifier master and slave control cards were damaged
The master and slave Rectifier SCR, blew up
DC Bus fuse damaged and 120mm fans

Make: E.T.N 9155 (EATON)
Type: 9155-10-S-0-32x0Ah-MBS
Part no: 1022893 Rev:C
Serial no: 304000027 1043
Input: 1/PE 230V 50Hz 43A
By-Pass Input: 1/N/PE 230V 50Hz 44A
Battery: DC 384V 0Ah 30A
Output: 1/N/PE 230V 50Hz 44A
10kVA 9.0kW
CAA: K11011110000001
Made in Finland

32. Repair UPS 2 at Engine room 2 and supply test certificate - Ac and DC caps overdue for replacement
Faulty charger boards, Units dirty and requires service
The rectifier master and slave cards were damaged
The rectifier master and slave control cards were damaged
The master and slave Rectifier SCR, blew up
DC Bus fuse damaged and 120mm fans

Make: E.T.N 9155 (EATON)
Type: 9155-10-S-0-32x0Ah-MBS
Part no: 1022893 Rev:C
Serial no: 304000027 1043
Input: 1/PE 230V 50Hz 43A
By-Pass Input: 1/N/PE 230V 50Hz 44A
Battery: DC 384V 0Ah 30A
Output: 1/N/PE 230V 50Hz 44A
10kVA 9.0kW
CAA: K11011110000001
Made in Finland

2. AWARDING STRATEGY

The maximum number of suppliers to be awarded this RFQ is 01

3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

3.1. Test for Responsiveness/ Pre- qualification

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
1.	<p>Previous Related Experience (Similar to current RFQ Scope/Work)</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> None = 0 % - No submission Weak = 33.3% - 1 Company reference Moderate = 66.7% - 2 Company references Good = 100% - 3 Company references 	25
2.	<p>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.</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> 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.	<p>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.</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> 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.	<p>Work Breakdown / Schedule / Project Programme Aligned with Contractual requirements, credible and acceptable</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> 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. 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.	Service ups and supply battery lab c			1	
2.	Service ups and supply battery lab v			1	
3.	Service ups and supply battery lab e			1	
4.	Repair and service ups at electrical workshop and replace battery.			1	
5.	Repair and service ups at electrical workshop and replace battery.			1	
6.	Repair and service ups B at 4c wash water pumphouse and replace battery.			1	
7.	Repair and service ups at 4a chlorine plant and replace battery.			1	
8.	Repair and service ups A at filter house 4c gallery 1 and replace battery, also synchronize load to parallel redundancy			1	
9.	Repair and service ups B at filter house 4c gallery 1 and replace battery also synchronize load to parallel redundancy			1	
10.	Repair and service ups at slaker house 4 and replace battery			1	
11.	Repair and service bridge 5 ups and replace battery			1	
12.	Repair and service ups Pac plant lighting and small D.B. also replace battery			1	
13.	Repair and service ups Pac Plant PLC also replace battery			1	
14.	Repair and service ups bridge 1, also replace battery stn.3			1	
15.	Repair and service ups bridge 2, also replace battery stn3			1	
16.	Repair and service ups bridge 8,also replace battery stn 3			1	
17.	Repair and service ups bridge 9,also replace battery stn 3			1	
18.	Repair fault on Durapower ups and replace battery. .Ups is on bypass at Raw water 4A			1	
19.	Repair 4stn Filter 151-156 Ups (4A filterhouse)			1	
20.	Repair 4stn Bridge 7 Ups			1	
21.	Repair 4stn Crusher house Ups			1	
22.	Repair 4stn T and U System UPS			1	
23.	Repair 4stn V and W system UPS			1	
24.	Repair 4stn Filter 157-162 Ups 1B			1	
25.	Repair 4stn.Filter 145-150 Ups (Filter house 4A)			1	
26.	Repair UPS - A at no.1 Chlorine plant			1	
27.	Repair UPS - B at no.1 Chlorine plant			1	
28.	Repair UPS at no.1 Control room and replace batteries			1	
29.	Repair UPS at EM office and replace batteries			1	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
30.	Repair UPS at 2B Filter house			1	
31.	Repair UPS 1 at Engine room 2			1	
32.	Repair UPS 2 at Engine room 2			1	
TOTAL					
VAT					
TOTAL [VAT INCLUDED]					

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
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

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

Required for Evaluation

- 4.1. Functionality evaluation supporting documents.
- 4.2. A B-BBEE Status Level Verification Certificate (SANAS Approved) / Sworn Affidavit (For EMEs& QSEs) / the dtic B-BBEE certificate must be submitted in order to obtain preferential points. must be submitted in order to obtain preferential points.
- 4.3. Completed and signed SBD 4 Form (Declaration of Interest)

4.4. Company Resolution Letter (proof of authority).

Required for before award

4.5. 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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

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:

.....

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.

3 DECLARATION

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

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

5.5.1. 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.

5.5.2. The aforesaid cancellation shall not prevent Rand Water 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

5.7.1. 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.

5.7.2. 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

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:

- natural disasters
- war, act of foreign enemies
- riot, civil commotion
- 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.

5.13.2. 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.

5.13.3. 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.

5.13.4. 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.

5.14. 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 the services within the time specified;
- fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or
- 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.

5.16. AMENDMENT OF ORDER

5.16.1. 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. CESSATION OF CONTRACTS

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.

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.

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: