

	<h1 style="text-align: center;">REQUEST FOR QUOTATION</h1>		Form No: RW SCM 00016 F	
			Revision No: 09	
			Effective Date: 31 Jan 2023	

<b>BID NUMBER:</b>	10403628 R	<b>CLOSING DATE:</b>	05 / 04 / 2022	<b>CLOSING TIME:</b>	23:59pm
<b>DESCRIPTION:</b>	PROVISION OF ENERGY PERFORMANCE CERTIFICATES (EPCs) SERVICES FOR RAND WATER AT VARIOUS SITES				
<b>NON-COMPULSORY BRIEFING SESSION DATE AND TIME</b>	N/A	<b>BRIEFING SESSION VENUE</b>	N/A		
<b>ISSUE DATE</b>	30 /03 / 2023				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
<b>CONTACT PERSON</b>	Vongani Mageza	<b>CONTACT PERSON</b>	Jabulile Molema
<b>TELEPHONE NUMBER</b>	011 682 0675	<b>TELEPHONE NUMBER</b>	011 682 0393
<b>E-MAIL ADDRESS</b> (Submissions must be made to this address)	vmageza@randwater.co.za	<b>E-MAIL ADDRESS</b>	jmolema@randwater.co.za

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

BID SUBMISSION:
<ul style="list-style-type: none"> <li>Bids must be submitted by the stipulated time to the email address stipulated above. Late bids will not be accepted for consideration.</li> <li>All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document.</li> <li>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."</li> <li><i>Rand Water will provide any clarifications / addenda / extension of closing date by no later than one (1) calendar</i></li> </ul>

day before the closing date.

## 1. SCOPE OF WORK

### 1.1. DESCRIPTION

In compliance with the National Energy Act 1998 (Act 34 of 2008): Regulations for the Mandatory Display and Submission of Energy Performance Certificates for Buildings, Rand Water requires the services of a accredited company to be able to determine/calculate and provide EPCs for various buildings that are in excess of 1000m2 (Rand Water is an organ of state).

The aim of the EPC is to comply with legislation but also to provide Rand Water with, amongst other things, an improved understanding of its energy consumption, to assist with improved energy efficiency as well as contributing positively towards reduced operational costs.

To undertake this, the specialist will be required to engage with a number of different departments in Rand Water to obtain the different data (which is currently not within one single department but spread across a range of departments). In some cases, it is possible that data is not available and will need to be calculated or determined by the specialist with input from Rand Water teams. The specialist will be required to provide a full list of documents and information that is required to undertake this calculation. Where information is unavailable, the specialist will be required to assist in determining this information for Rand Water. The sources of electrical energy may include Eskom\municipal power, solar power and diesel generated power.

The following buildings (attached below) at Rand Water will require EPCs;

Site	Contact person	Telephone number	Cost code for the portion of the work	Building name/description >1000m2 (as defined in legislation)	Is the building mixed use and is the office space >1000m2 (yes/No)	Any other notes
Rietvlei	Patricia Phenya	0793807581	2236	Rietvlei Head office	Office complex >1000m2	
Analytical Services VG	Mxolisi Dlamini (AMAS)	0164308449	2236	Analytical Services (G1)	Mixed-use: Yes (Floor plan space) = 3479m2  Office area greater than 1000 m2 : No The total office area is 860m2	Laboratories/ reception area/ administration/ offices /storage areas/chemical stores/ sample process facilities/audit orium/meeting rooms/ toilets/ passages.
Process Technology (VG)	Muzi Sibiyi	0164308400	2236	Process Technology	Mixed-use: Yes (Floor plan space) = 2289m2  Office area greater than 1000 m2 : Yes The total office area is 15182 (450 m2 first	Pilot plant / Mini plant/ Laboratory/ reception area/ administration/ offices / storage areas/ training and meeting

Site	Contact person	Telephone number	Cost code for the portion of the work	Building name/description on >1000m2 (as defined in legislation)	Is the building mixed use and is the office space >1000m2 (yes/No)	Any other notes
					floor and 1068m2 ground floor)	rooms/toilets/passages.
Vereeniging	Nomfundo Ndawonde	0164308502	15758	Engine room 2	Greater than 1000 m2	
Vereeniging	Nomfundo Ndawonde	0164308503	15758	Engine room 4	Greater than 1000 m2	
Vereeniging	Nomfundo Ndawonde	0164308504	15758	Lethabo intake station	Greater than 1000 m2	
Vereeniging	Nomfundo Ndawonde	0164308505	15758	Recreation club	Greater than 1000 m2	
Zuikerbosch	Sello Masooane	0164258005	4100	Control works	Mixed use	Plant
Zuikerbosch	Sello Masooane	0164258005	4100	Filter house 1	Mixed use	Plant
Zuikerbosch	Sello Masooane	0164258005	4100	Filter house 2A	Mixed use	Plant
Zuikerbosch	Sello Masooane	0164258005	4100	Filter house 2B	Mixed use	Plant
Zuikerbosch	Sello Masooane	0164258005	4100	Admin building	Mixed use	Plant + Workshop + Offices
Zuikerbosch	Sello Masooane	0164258005	4100	Engine Room 2	Mixed use	Plant
Zuikerbosch	Sello Masooane	0164258005	4100	Rec Club	Mixed use	Rec club
Zuikerbosch	Sello Masooane	0164258005	4100	Single accommodation facilities	Mixed use	Clinic, hostel, dining hall,
Zuikerbosch	Sello Masooane	0164258005	4100	Academy Building	No	Offices
Zuikerbosch	Sello Masooane	0164258005	4100	Risk Control	No	Offices
Zuikerbosch	Sello Masooane	0164258005	4100	Maintenance building	Mixed use	Offices + workshop
Zuikerbosch	Sello Masooane	0164258005	4100	Filter house 3	No	Plant
Zuikerbosch	Sello Masooane	0164258005	4100	Engine Room 3	No	Plant
Zuikerbosch	Sello Masooane	0164258005	4100	Control room 3	Mixed use	Offices + workshop

Site	Contact person	Telephone number	Cost code for the portion of the work	Building name/description >1000m2 (as defined in legislation)	Is the building mixed use and is the office space >1000m2 (yes/No)	Any other notes
Zuikerbosch	Sello Masooane	0164258005	4100	Raw water plant	No	Plant
Zuikerbosch	Sello Masooane	0164258005	4100	PAC plant	Mixed use	Plant + Offices
Zuikerbosch	Sello Masooane	0164258005	4100	Filter house 4A & 4B	No	Plant
Zuikerbosch	Sello Masooane	0164258005	4100	Central Sludge 2	Mixed use	Plant
Zuikerbosch	Sello Masooane	0164258005	4100	Recovered Wash Water Treatment Plant	No	Plant
Zuikerbosch	Sello Masooane	0164258005	4100	Lime plant 2	No	Plant
Zuikerbosch	Sello Masooane	0164258005	4100	Engine room 4	Mixed use	Plant + offices,
Zuikerbosch	Sello Masooane	0164258005	4100	Filter house 4C	Mixed use	Plant
Zwartkopjes Pump Station	Sydney Matuwe	0822997745	6121	ZK engine room 1	Mixed use	N/A
Zwartkopjes Pump Station	Sydney Matuwe	0822997746	6121	ZK engine room 3	Mixed use	N/A
Zwartkopjes Pump Station	Sydney Matuwe	0822997747	6121	ZK technical building	Mixed use	N/A
Zwartkopjes Pump Station	Sydney Matuwe	0822997748	6121	ZK main admin building	Mixed use	N/A
Zwartkopjes Pump Station	Sydney Matuwe	0822997749	6121	ZK operations building	Mixed use	N/A
Zwartkopjes Pump Station	Sydney Matuwe	0822997750	6121	ZK hr, carpenter, plumbing, and tool store buildings	Mixed use	N/A
Zwartkopjes Pump Station	Sydney Matuwe	0822997751	6121	Zk main store building	Mixed use	N/A
Zwartkopjes Pump Station	Sydney Matuwe	0822997752	6121	ZK a rec club and b rec club buildings	Mixed use	N/A
Zwartkopjes Pump Station	Sydney Matuwe	0822997753	6121	ZK risk control building	Mixed use	N/A
Zwartkopjes Pump Station	Sydney Matuwe	0822997754	6121	ZK lab building.	Mixed use	N/A
Zwartkopjes Pump Station	Sydney Matuwe	0822997755	6121	Zk Outomation building	Mixed use	N/A

Site	Contact person	Telephone number	Cost code for the portion of the work	Building name/description on >1000m <sup>2</sup> (as defined in legislation)	Is the building mixed use and is the office space >1000m <sup>2</sup> (yes/No)	Any other notes
Zwartkopjes Pump Station	Sydney Matuwe	0822997756	6121	ZK Chlorine and Ammonia dosing plants	Plant	N/A
Zwartkopjes Pump Station	Sydney Matuwe	0822997757	6121	ZK Sample kiosks	Plant	N/A
Zwartkopjes Pump Station	Sydney Matuwe	0822997758	6121	ZK Oil store	Plant	N/A
Zwartkopjes Pump Station	Sydney Matuwe	0822997759	6121	Zk Paint Store	Plant	N/A
Zwartkopjes Pump Station	Sydney Matuwe	0822997760	6121	Zk no 3 MMD Workshop	Plant	N/A
Eikenhof	Floyed Matsane	0659695251	6343	Eikenhof engine rooms 1, 2 and 3	Mixed use	N/A
Eikenhof	Floyed Matsane	0659695252	6343	Eikenhof control room	Mixed use	N/A
Eikenhof	Floyed Matsane	0659695253	6343	Eikenhof Chlorine and Ammonia dosing plants	Plant	N/A
Eikenhof	Floyed Matsane	0659695254	6343	Eikenhof Sample kiosks	Plant	N/A
Palmiet	Andries Lewaak	0843959260	6333	Palmiet engine rooms 1,2 and 3	Mixed use	N/A
Palmiet	Andries Lewaak	0843959261	6333	Palmiet control room	Mixed use	N/A
Palmiet	Andries Lewaak	0843959262	6333	Palmiet Chlorine and Ammonia dosing plants	plant	N/A
Palmiet	Andries Lewaak	0843959263	6333	Palmiet Sample kiosks	plant	N/A
Mapleton	Mogeshan Naidoo	0823890228	6353	Mapleton engine rooms 1 and 2	Mixed use	N/A
Mapleton	Mogeshan Naidoo	0823890229	6353	Mapleton control room	Mixed use	N/A
Mapleton	Mogeshan Naidoo	0823890230	6353	Mapleton Chlorine and Ammonia dosing plants	Plant	N/A
Mapleton	Mogeshan Naidoo	0823890231	6353	Mapleton Sample kiosks	Plant	N/A

The supplier shall be required to undertake a SHE induction at all sites that require access.

The supplier shall also ensure and check that before they undertake a comprehensive assessment of a specific building that it actually does meet the criteria as set out in the regulations and that this does not result in assessing facilities that do not meet the criteria. This is to avoid wasteful expenditure.

The supplier shall, as a minimum:

Provide Rand Water with a comprehensive report for each building for each site that is above the threshold as defined in law (National Energy Act 1998 (Act 34 of 2008): Regulations for the Mandatory Display and Submission of Energy Performance Certificates for Buildings).

Provide Rand Water with a comprehensive report on energy used on all buildings identified

Provider Rand Water with a comprehensive report on all sub-areas of energy used on all buildings identified

Provide Rand Water with a comprehensive report on all areas of identified buildings where sub metering will be required to improve monitoring and performance.

Verify all details related to energy usage for correctness/accuracy and where required investigate further (which may require engagements with Rand Water staff) to determine accuracy.

Recommend specific areas and projects for each building where further efficiency measures should be investigated for implementation.

Provide a valid Energy Performance Certificate (in accordance with SANS 1544:2014, Energy Performance Certificate for Buildings) for each building in a form (reasonably protected) that can be displayed and mounted in an area that will be open to the elements.

For each site, provide Rand Water with copies of all documents and data used as well as the calculations used to determine the assessment.

All data to be provided in MS excel and MS word documents (soft copy)

All written information must be provided in MS word.

All drawings must be provided in dwg format (this format may change but supplier will be accordingly instructed).

The final signed report must be provided in Pdf (3 signed colour copies)

The final report must also be provided as a soft copy in word.

Prior to engagement at each site it will be necessary to attend a site specific safety induction program.

The supplier will also be required to attend and provide bi-weekly progress meetings and reports.

The completed information and certificates MUST be supplied to Rand Water no later than 30 November 2022.

For the supplier to be considered eligible for undertaking this work, they must be:

Registered to undertake such assessments and to produce Energy Performance Certificates in South Africa as regulated by SANEDI and SANAS

Must be an accredited agency

Provide a Gantt chart of the planned work activities focussing on the completion dates.

Provide verifiable references of such work or similar work being done successfully, to the satisfaction of the referenced client.

## 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

N/A

**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.	<b>Previous Related Experience</b> (Similar to current RFQ Scope/Work)	25

ADJUDICATION CRITERIA		WEIGHT
	<p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> <li>None = 0 % - No submission</li> <li>Weak = 33.3% - 1 Company reference</li> <li>Moderate = 66.7% - 2 Company references</li> <li>Good = 100% - 3 Company references</li> </ul>	
2.	<p><b>Human Resource Capacity</b>  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"> <li>None = 0 % - No submission</li> <li>Weak = 33.3% - Company organogram not reflecting the resource needs for the scope of work</li> <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>	25
3.	<p><b>Equipment Resource Capacity</b>  <i>Adjudicated based on Equipment Resource Capacity (Plant, Equipment, vehicles, computers, software's etc.)</i> 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"> <li>None = 0 % - No submission</li> <li>Weak = 33.3% - Minimal capacity in relation to the scope</li> <li>Moderate = 66.7% - Capacity meets the scope requirements with some gaps</li> <li>Good = 100% - Capacity meets the scope requirements</li> </ul>	25
4.	<p><b>Work Breakdown / Schedule / Project Programme</b>  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"> <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
<b>TOTAL</b>		<b>100</b>

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.	Rietvlei - Rietvlei Head office		25 000	1	
2.	Analytical Services VG - Analytical Services (G1)		25 000	1	
3.	Process Technology (VG)		25 000	1	
4.	Vereeniging Station		125 000	5	

	<b>MILESTONES / LINE ITEMS</b>	<b>Estimated delivery period (where applicable)</b>	<b>UNIT PRICE (where applicable)</b>	<b>QUANTITY (where applicable)</b>	<b>COSTING</b>
5.	Zuikerbosch Station		650 000	26	
6.	Zwartkopjes Pump Station		425 000	17	
7.	Eikenhof Station		100 000	4	
8.	Palmiet engine rooms 1,2 and 3		100 000	4	
9.	Mapleton engine rooms 1 and 2		100 000	4	
<b>TOTAL</b>					
<b>VAT</b>					
<b>TOTAL [VAT INCLUDED]</b>					

### 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>B-BBEE Status Level of Contributor</b>	<b>Number of points</b>
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)

**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<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 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;

<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.

- 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<sup>2</sup> 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

## 5. GENERAL TERMS AND CONDITIONS

<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.

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

**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.

#### 5.12. 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. CESSION 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.

#### 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

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.

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: