



## REQUEST FOR QUOTATION

Form No: RW SCM 00016 F

Revision No: 09

Effective Date: 31 Jan 2023

BID NUMBER:	10406713 RR	CLOSING DATE:	25 JANUARY 2024	CLOSING TIME:	16H30PM
DESCRIPTION:	Service compressors and air dryer for multiple Rand Water site				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	18 JANUARY 2024				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:					
BUYER			SOURCING MANAGER		
CONTACT PERSON	LORRAINE CHAUKE		CONTACT PERSON	BONGANI NDWANDWE	
TELEPHONE NUMBER	011 682 0635		TELEPHONE NUMBER	011 682 7199	
E-MAIL ADDRESS (Submissions must be made to this address)	<a href="mailto:Lchauke@randwater.co.za">Lchauke@randwater.co.za</a>		E-MAIL ADDRESS	<a href="mailto:bndwandw@randwater.co.za">bndwandw@randwater.co.za</a>	

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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT (EMEs and QSEs)	[TICK APPLICABLE BOX]			
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No		

BID SUBMISSION:
• Bids must be submitted by the stipulated time to the email address stipulated above. Late bids will not be accepted for consideration.
• <b>All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document.</b>
• 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 day before the closing date.</i>

## 1. SCOPE OF WORK

### 1.1. DESCRIPTION

Scope of Work for Minor Servicing of Compressors at Rand Water Pumping Stations (Palmiet, Mapleton, Eikenhof, Zwartkopjes and Zuikerbosch)

Zuikerbosch

#### 1. 1 Works Area Mechanical Workshop

Minor service compressor

Type: TIDY 7

Serial Number: 071275

Exhaust Pressure: 10 bar

Capacity: 0.65m3/min

Nominal Power: 5.5KW

#### 2. Motor Mechanics Workshop

Minor service Compressor

Type: Ingersoll-Rand

Model: 7100

Serial: 9627743

#### 3. Chlorine Plant Station 1 (2 off)

Minor service Compressor

Type: TIDY 7

Serial Number: 071263 and 071266

Basinc Pressure :10 bar

Capacity: 0.65 m3/min

Nominal Power: 5.5 KW

Weight: 210kg

#### 4. Minor service Air Dryer Chlorine Plant Station 1(2 off)

Model no: DRYAIR DK 30

Serial Number: 4913MA13111 and 4913MA13123

Max Pressure: 16 Bar

Maximum Amper:3.5 Amp

Power: 0.37KW

#### 5. Engine Room No. 2 (2 off)

Minor service Compressor

Type: TIDY 20

Serial Number: 201922 and 202004

Exhaust Pressure: 7.5 bar

Capacity: 2.26 m3/h

Nominal Power: 15 KW

Current: 30A

Weight: 515kg

#### 6. Minor service Air Dryer Engine Room No.2 (2 off)

Serial Number: 4577 and 4578

Test Pressure: 2068 kPa

Working Pressure :1379 kPa

Capacity:0.022 m3

#### 7. 1 Works Area Boiler shop

Minor service compressor

Type: Solid Air,

Model: B35

Serial No: SMA 0534

8. Chlorine Plant 4A and 4B (4 off)

Minor service compressor with air dryer

Type: Ingersoll-Rand, Serials No: 2101413, Max working pressure: 7.5Bar

Type: Ingersoll-Rand, Serials No: 2101443, Max working pressure: 7.5Bar

Type: E.C ROTAR BSC1508 40050, Serial No: 0060826446, Working pressure: 8.0Bar

Type: Fini cube 10, Serial No: N/A, Working pressure: 8.0Bar

9. Filter House 4A (3 off)

Minor service compressors

ML4, Ingersoll Rand, Working Pressure: 7.5bar, Serial no: 2101723

BSC 15 Fini, Silenced screw compressor, Max Pressure: 8bar

BSC 15 Fini, Silenced screw compressor, Max Pressure: 8bar, serial no: 00815257282

10. Minor service air dryer (2 off)

Essicc, Maximum pressure: 16bar, Serial no: 5110008

D6A, Serial no: 900535

11. 2 Works Area Mechanical Workshop (3 off)

Minor service compressors

Fini compressor E.C.R MC410, Maximum pressure: 10bar, Serial no:

Fini compressor E.C.R MC410, Maximum pressure: 10bar, Serial no:

Fini cube 10 Rotar MC4, Maximum pressure: 10 bar, Serial no:

Zwartkopjes

12. Machine shop Compressor Minor Service (1 off)

CompAir

Piston Type Model 2545

SN: NAR10717312

Rating 10 Bar

13. Building Maintenance Compressor Minor Service (1 off)

Ingersoll Rand Type 30

Piston Type Model 255

SN: T30 286799

Rating 8-10 Bar

Palmiet Pumping Station

14. Minor Service of Anti Hammer Tank Compressors (3 off)

Ingersoll Rand 7T2Type

Piston Type

SN: NAR10636811; NAR10636810; NAR10636809

Rating: Maximum Pressure 22Bar

(Note to Successful Bidder: planned date for servicing is March 2024)

15. Minor service of Chlorine Plant Compressors (2 off)

Hydrovane 502

Rotary Vane Type

Rating: Max 10 Bar

Power: 2.2 kW

Voltage: 220-240

Eikenhof Pumping Station

16. Minor Service of Anti Hammer Tank Compressors (3 off)

Ingersol Rand 7T2Type

Piston Type

SN: NAR10636813; NAR10636814; NAR10636815

Rating: Maximum Pressure 22Bar

(Note to Successful Bidder: planned date for servicing is March 2024)

17. Minor Serving of Chlorine Plant Compressors- (4 off)  
Ingersoll Rand R7T-A10-272  
Serial: NAR10921064; NAR10921065; NAR10921066; NAR10921067  
Max Working Pressure: 10 Bar  
KW: 7.5  
Volts: 415 V  
(Note to Successful Bidder: planned date for servicing is March 2024)

#### Mapleton Pumping Station

18. Minor Service of Ammonia Plant Compressor (1 off)  
Make - ABAC  
Type - Piston Compressor  
Model - B 2800BI – 100 CM3 V230 RSA COMP  
Lot. - 14536  
Cod. - 2RFB504MXO006  
Tank Size - 100 Litre

19. Minor Service of Workshop Compressor (1 off)  
Make - AIR COM  
Type - Piston Compressor  
CODE - EEC 87/40  
Size - 50 Litre

20. Minor Service of Chlorine Plant Compressors (2 off)  
Make - FINI Cube 7 SD (10 Bar)  
Type - Screw Compressor  
Pressure - 10 bar  
SN: - 497025001

#### Detailed scope of work:

1. Inspect, service compressor and air dryer on site
2. Change air filter
3. Change oil filter
4. Change oil and refill with new oil
5. Clean Oil sump
6. Change separator filter
7. Change solenoid valves
8. Change V-belts where applicable
9. Change seals to prevent oil leaks
10. Change pressure switches where applicable
11. Change water traps filter and replace pressure switches on the air filters.
12. Inspect thermostatic valve and minimum pressure relief valve
13. Inspect all pneumatic pipes leaks and change leaking pipes/fitting.
14. Clean, decarbonise Heat Exchanger Cooler Tubes
15. Replace All gaskets and elastomers
16. Provide a detailed service report, listing reused main parts and replaced consumable parts

#### Compressor Motors

1. Replace Drive End and Non-Drive End Bearings
2. Inspect Power cables, Terminal Box, Cable Glands Sleeve for any defects
3. Test Motor Windings and report all parameters

Scope of Work for Major Servicing of Compressors at Rand Water Pumping Stations  
Palmiet, Mapleton, Eikenhof, Zwartkopjes and Zuikerbosch

#### Eikenhof Pumping Station

21. Major Service of Anti Hammer Tank Compressors (2 off)  
Ingersoll Rand 7T2Type  
Piston Type  
SN: 3038626; 3037269

Rating: Maximum Pressure 22Bar  
(Make provision to fully test, service and repair motors)

Palmiet Pumping Station

22. Major Service of Anti Hammer Tank Compressors (1 off)

Ingersoll Rand 7T2Type

Piston Type

SN: 02035442

Rating: Maximum Pressure 22Bar

(Make provision to fully test, service and repair motor)

Replacement of Pressure Relief Valves (safety Valves) and Pressure gauges, supply new fan belts

Replace inlet and discharge valves with complete kits

Replace crankshaft, bearings, con-rods and spacers.

Polishing low- and high-pressure cylinder heads or resleeve and hone for concentricity

Replace all consumables, piston rings and rider bands, all gaskets, O-rings, bearings and seals

Clean, inspect and decarbonize heat exchanger and intercooler tubes

All reworks and repair method statement to support bidding documents to ensure no major components are omitted during assessment.

Motor for each compressor must be serviced, bearings and seals replaced, conduct winding test and report

Electrical terminal boxes to be examined for looseness & defects, all to be address under servicing of the motor.

NB! Provide Service report with test results of Compressor Performance

23. Submit safety file for all sites: Mapleton, Palmiet, Eikenhof and Zuikerbosch

## **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. Not Applicable

**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><b>Previous Related Experience</b> (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"> <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>	25
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> 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"> <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:

	<b>MILESTONES / LINE ITEMS</b>	<i>Estimated delivery period (where applicable)</i>	<b>UNIT PRICE (where applicable)</b>	<b>QUANTITY (where applicable)</b>	<b>COSTING</b>
1.	Service Compressor at 1WA Mech/Workshop ZB			1	
2.	Service Compressor at Mechanic/Workshop ZB			1	
3.	Service Compressors at Chlorine Plant Station 1 ZB			2	
4.	Service Air Dryers at Chlorine Plant Station 1 ZB			2	
5.	Service Compressors at Engine Room ZB			2	
6.	Service Air dryer at Engine Room ZB			2	
7.	Service Compressor Station1 Boiler shop			1	
8.	Service Compressors at 4A & 4B Chlorine Plant ZB			4	
9.	Service Compressor at 4A Filter House ZB			3	
10.	Service Air dryer at 4A Filter House ZB			2	
11.	Service Compressor at 2WA Mech/Workshop ZB			3	
12.	Minor service compressor for Machine Shop :ZK			1	
13.	Minor service compressor for Building Maintenance :ZK			1	
14.	Minor service compressor for Anti Hammer Tank : PAL			3	
15.	Minor service compressor for Chlorine Plant: PAL			2	
16.	Minor service compressor for Anti Hammer Tank : EIK			3	
17.	Minor service compressor for Chlorine Plant: EIK			4	
18.	Minor service compressor for Ammonia Plant: MAP			1	
19.	Minor service compressor for Machine Shop :MAP			1	
20.	Minor service compressor for Chlorine Plant: MAP			2	
21.	Major service compressors for Anti Hammer Tank: EIK			2	
22.	Major service compressors for Anti Hammer Tank: PAL			1	
23.					
<b>TOTAL</b>					
<b>VAT</b>					

	<b>MILESTONES / LINE ITEMS</b>	<i>Estimated delivery period (where applicable)</i>	<b>UNIT PRICE (where applicable)</b>	<b>QUANTITY (where applicable)</b>	<b>COSTING</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)

## 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:
- .....
- .....

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<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 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<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

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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.

## 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:

<b>"PURCHASE ORDER"</b>	means the order between Rand Water and the Supplier;
<b>"DELIVERY"</b>	means delivery in accordance with the conditions of the Purchase Order at the stated delivery point;
<b>"SUPPLIES"</b>	means any services, equipment, goods, items or materials to be delivered by the Supplier in terms of the Purchase Order;
<b>"SUPPLIER"</b>	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:

- 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.
- 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:

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

### 5.16. 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.

**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 not 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

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Who warrants being duly authorised

Name:

Designation: