



# REQUEST FOR QUOTATION

Form No: RW SCM 00016 F

Revision No: 10

Effective Date: 1 Aug 2024

<b>BID NUMBER:</b>	10415463	<b>CLOSING DATE:</b>	14 November 2025	<b>CLOSING TIME:</b>	23:30PM
<b>DESCRIPTION:</b>	Independent Audits: Water Quality Sampling, testing and reporting of SANS241:2015 parameters on a monthly basis for 12 months on five Rand Water's Distribution samples.				
<b>NON-COMPULSORY BRIEFING SESSION DATE AND TIME</b>	07 November 2025 AT 09:00AM	<b>BRIEFING SESSION VENUE</b>	Rand Water Head Office (Visitor's Parking)		
<b>ISSUE DATE</b>	04 November 2025				

## BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

BUYER		SOURCING MANAGER	
<b>CONTACT PERSON</b>	Simangele Maseko	<b>CONTACT PERSON</b>	Mpolokeng Mtimkulu
<b>TELEPHONE NUMBER</b>	011 682 7251	<b>TELEPHONE NUMBER</b>	011 682 7251
<b>E-MAIL ADDRESS</b> <small>(Submissions must be made to this address)</small>	<a href="mailto:smaseko@randwater.co.za">smaseko@randwater.co.za</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:mpmtimku@randwater.co.za">mpmtimku@randwater.co.za</a>

## 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:

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

*day before the closing date.*

## 1. SCOPE OF WORK

### 1.1. DESCRIPTION

Rand Water requires an ISO 17025 accredited laboratory to conduct analyses for all SANS 241:2015 determinands (41 parameters, indicated in table below) and additional 4 parameters (calcium, hardness, magnesium and potassium) monthly for 12 consecutive months. Of the five samples taken per month, one sample will be monitored for cryptosporidium and giardia, this will be the furthest sample point.

Duplicate samples will be taken by Rand Water and the successful laboratory on the same day. Each lab will analyse the samples and the results of both laboratories will be sent to Rand Water..

The objective of the work is to conduct sampling in Rand Water's distribution sampling points, analyse for all SANS 241:2015 determinands and four additional determinands (45 parameters) and provide a report monthly for twelve (12) months.

The scope of work is as follows:

The scope of work includes sampling, conducting field (free chlorine and monochloramine measurements) and laboratory analyses, monthly reporting, and an unbiased opinion regarding the quality of the water supplied by Rand Water as measured against the SANS 241 drinking water standard.

All samplers are to meet at Rand Water (Zwartkopjes – approximately 10km from Rand Water's Head Office - 522 Impala Road, Glenvista) on the day of sampling at 6:00am. Rand Water sampling vehicles will be used to go to all the sampling sites. Rand Water will prepare the sampling bottles for both laboratories. Samplers from both laboratories will test for free chlorine and monochloramine onsite during sampling using their respective field instruments. Respondents should therefore have their own field instruments for measuring free and monochloramine onsite. Rand Water will not sample and submit samples to the lab, rather the appointed laboratory samplers will go and sample with Rand Water samplers on the day of sampling. Rand Water will provide sample bottles, the samplers need to bring cooler boxes to transport the samples to their laboratory after sampling.

This work is for a twelve months' period, five samples per month, measuring all SANS241:2015 determinands (see table below for determinands). Cryptosporidium and giardia are to be monitored on only one sample per month (not 5 samples as per the other determinands).

Sample points are to be selected by the successful laboratory randomly in Rand Water's distribution network ensuring that proper representation is achieved throughout the twelve month's period. Rand Water will provide the list and locations of sample points and assist where necessary.

The flow of work will be as follows:

The identified credible and SANAS ISO 17025 accredited laboratory will meet with Rand Water for a kick off meeting.

Rand Water will provide a list of sample points and locations to the successful service provider (SANAS ISO 17025 accredited laboratory)

Identified credible and SANAS ISO 17025 accredited laboratory will select 5 sample points with consultation from Rand Water each month. A list of the selected points will be sent to Rand Water for approval and

alternative sample points will be offered where necessary. During the 12 months cycle no sample can be sampled / tested more than once. Rand Water sample points are in areas indicated in the table below. The furthest sample point is approximately 200 km from the Rand Water meeting point (Rand Water Zwartkopjes). The service provider must take this into account and ensure that the microbiological and other samples are taken, stored properly, and analysed within acceptable time.

Sampling and testing will be conducted on an agreed date by Rand Water and the identified credible and SANAS accredited laboratory using SANAS accredited methods.

The service provider and Rand Water personnel will conduct field analyses (free chlorine and monochloramine) in the field during sampling using approved method, competent samplers, and calibrated instruments.

The service provider will transport the samples in an appropriate vehicle (closed car / closed bakkie) that can fit sample cooler boxes. Samples must be stored in cooler boxes, for microbiological samples ice packs must be used.

The identified laboratory will communicate the results via a report with Rand Water within 14 working days' turnaround times. This excludes results for protozoa (cryptosporidium and giardia). The final analyses report should be signed off by the designated technical signatory. Results that do not comply with SANS 241 requirements should be confirmed (re-tested) except for microbiological analyses. Where Rand Water's results and that of the external laboratory significantly differ, both labs will be required to analyse the sample again to confirm the results. The reanalyses samples will be collected and delivered by Rand Water's WQSS personnel.

If the 14 days' turnaround times cannot be met for whatever reason, the identified laboratory shall communicate this to Rand Water in writing and provide reasons for deviations and a reasonable alternate date for submission of results.

AREA	LOCAL AUTHORITIES
North	Jhb, Tshwane, Rustenburg, Ekurhuleni, Madibeng
West	Mogale, Merafong, RandWest
South	Midvaal, Emfuleni, Metsimaholo, Ngwathe
East	Ekurhuleni, Victor Khanye, Lesedi, Govan Mbeki, Thembisile

#### SUMMARY OF EVENTS

1. Selection of sample points and sampling date: Service provider to communicate with Rand Water
  - Each month a route to be selected i.e. East, West etc.
  - Check proximity of selected samples to each other – Rand Water to assist
2. On sampling day: samplers meet at Rand Water Zwartkopjes at 6:00 am
3. Rand Water to provide sample bottles, these will be the same bottles used by Rand Water (these must be returned on the day of next sampling)
4. Rand Water and service provider sampler drive to the sampling points in a Rand Water vehicle
5. At each sampling point samplers conduct free chlorine and monochloramine measurements and collect samples
6. Samplers drive from the sampling points back to Rand Water Zwartkopjes, service provider transfers their samples to their car and drive to own laboratory. Rand Water samplers drive to Rand Water laboratory to deliver the samples
7. At the laboratory: All five samples are tested for all parameters EXCEPT for cryptosporidium and giardia. Only one sample (the furthest sample point) will be tested for cryptosporidium and giardia.

8. Laboratory to email a report within 14 days' turnaround time.
9. Laboratory to resolve any Rand Water queries regarding the results within reasonable time.

## EXPLANATION OF EVALUATION CRITERIA / RETURNABLES

### Previous Related Experience

This aspect seeks to understand if the company has performed the similar scope of work before and is assessed on the following dimensions:

- How many relevant companies the respondents have worked for?  
NB: Relevant means have conducted drinking water quality analyses for SANS 241 determinands.
- For how long
- Satisfaction levels of the relevant referenced companies: written official letters
- How long has the company been existing

### Human Resource Capacity (Qualification and experience dimensions).

The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work. This criterion is looking at the field work and laboratory work dimensions:

#### 1. Field work capacity

- Competent (qualification and experience) samplers / field technicians to take samples
- Samplers / field technicians competent in conducting field analysis (free chlorine, monochloramine, and total chlorine).

#### 2. Laboratory work capacity

- Competent (qualification and experience) analysts to conduct all analysis (microbiological, physical and chemical analyses). This is taken care of by SANAS accreditation. In cases where the method is not accredited i.e. chlorine method: a calibration / verification certificate must be provided
- Number of analysts: this gives an indication on whether the respondent can conduct work within required time and has analyst who can perform all types of analyses (microbiological and chemical).
- For how long has the company been conducting these analyses

#### 3. For outsourced analysis:

- Laboratory work capacity same as above for in-house analyses
- Field analyses work capacity same as above for in-house analyses

### Equipment Resource Capacity

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.

This criterion is looking at the field work and laboratory work dimensions:

#### Field work equipment capacity

- o Closed bakkie/ car that can fit sample cooler boxes
- o Sample cooler boxes with cooler or ice packs for microbiological samples to store samples
- o Field instruments (free chlorine, monochloramine and or total chlorine)

#### Laboratory work equipment capacity

- o All the instruments equipment required for the analyses conducted in-house

For outsourced analysis:

- Laboratory equipment for outsources analyses same as above for in-house analyses
- Field analyses work equipment same as above for in-house analyses

### Project Programme

This is a work breakdown structure / Gantt chart indicating what will be done and when. This will be similar for each month during the total 12 months period. The programme should indicate the activities and time frames i.e:

- Selection of sample points each month
- Traveling between workplace and sample point and laboratory
- Sampling time

- Samples to be taken and delivered to the laboratory within 8hrs
- Analyses time
- Reporting time
- How will queries/ discrepancies and non-conformities be resolved and the time

PARAMETERS TO BE ANALYSED FOR:

See table below:

Determinand	Measurement Units	Risk
<b>Microbiological Determinands</b>		
<i>E.coli</i>	mpn per 100ml	Acute Health
Total Coliforms	mpn per 100ml	Operational
Heterotrophic Plate Count	cfu per 1ml	Operational
<i>Cryptosporidium spp.</i>	org/10L	Acute Health
<i>Giardia spp.</i>	org/10L	Acute Health
Somatic Coliphages	count per 10ml	Operational
<b>Physical and Aesthetic Determinands</b>		
Colour	mg/L as Pt-Co	Aesthetic
Conductivity	mS/m	Aesthetic
Total Dissolved Solids	mg/L as Pt-Co	Aesthetic
Turbidity	NTU	Operational
Turbidity	NTU	Aesthetic
pH	pH Units	Operational
<b>Chemical Properties</b>		
<b>Macro Determinands</b>		
Ammonia	mg/L as N	Aesthetic
Chloride	mg/L as Cl	Aesthetic
Free Chlorine	mg/L as Cl <sub>2</sub>	Chronic Health
Monochloramine	mg/L as Cl <sub>2</sub>	Chronic Health
Fluoride	mg/L as F	Chronic Health
Nitrate	mg/L as N	Acute Health
Nitrite	mg/L as N	Acute Health
Combined Nitrate plus nitrite	mg/L as N	Acute Health
Residual disinfectant	mg/L	Operational
Sodium	mg/L as Na	Aesthetic
Sulphate	mg/L as SO <sub>4</sub>	Aesthetic
Sulphate	mg/L as SO <sub>4</sub>	Acute Health
Zinc	mg/L as Zn	Aesthetic
<b>Micro Determinands</b>		
Aluminium	µg / L as Al	Operational
Antimony	µg / L as Sb	Chronic Health
Arsenic	µg / L as As	Chronic Health
Barium	µg / L as Ba	Chronic Health
Boron	µg / L as B	Chronic Health
Cadmium	µg / L as Cd	Chronic Health
Chromium (Total)	µg / L as Cr	Chronic Health
Copper	µg / L as Cu	Chronic Health
Cyanide (Recoverable)	µg / L as CN	Acute Health
Iron	µg / L as Fe	Chronic Health
Iron	µg / L as Fe	Aesthetic
Lead	µg / L as Pb	Chronic Health
Manganese	µg / L as Mn	Chronic Health
Manganese	µg / L as Mn	Aesthetic
Mercury	µg / L as Hg	Chronic Health
Nickel	µg / L as Ni	Chronic Health
Selenium	µg / L as Se	Chronic Health
Uranium	µg / L as U	Chronic Health
<b>Organic Determinands</b>		
Total Organic Carbon	mg/l	Chronic Health
Phenols as C <sub>6</sub> H <sub>5</sub> OH	µg / L	Aesthetic
Chloroform - CHCl <sub>3</sub>	µg / L	Chronic Health
Bromoform - CHBr <sub>3</sub>	µg / L	Chronic Health
Dibromochloromethane CHBr <sub>2</sub> Cl	µg / L	Chronic Health
Bromodichloromethane - CHBrCl <sub>2</sub>	µg / L	Chronic Health
Combined Trihalomethanes	µg / L	Chronic Health
<b>For monitoring/compliance purposes only</b>		
Calcium	mg/L as Ca	Aesthetic
Hardness	mg/L as CaCO <sub>3</sub>	Operational
Magnesium	mg/L as Mg	Aesthetic
Potassium	mg/L as K	Aesthetic
<b>Risk</b>	<b>Required Compliance to SANS 241:2015 (%)</b>	<b>Overall Compliance - SANS241</b>
<b>Acute Health Microbiological</b>	99.00%	
<b>Acute Health Chemical</b>	99.00%	
<b>Chronic Health</b>	97.00%	
<b>Aesthetic</b>	95.00%	
<b>Operational</b>	95.00%	

## 2. AWARDING STRATEGY

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

## 3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

### 3.1. Test for Responsiveness/ Pre- qualification

The respondent must be a SANAS - ISO 17025 accredited laboratory with SANAS - ISO 17025 accredited methods.

Must provide proof of laboratory accreditation and proof of all ISO 17025 accredited methods. 70% of SANS 241 methods must be accredited.

For non - ISO 17025 accredited methods: proof of good laboratory practice examples can be: method used by the laboratory (laboratory developed or use of standard method) OR participation in PTS schemes with acceptable Z-scores OR intra-laboratory comparisons OR method validation documents etc. must be provided.

Respondents must be accredited laboratories only, IF subcontracting, subcontracting can be to ONLY TWO laboratories that are ISO 17025 accredited HOWEVER, the respondent must conduct more analyses in-house (60% or more of the analyses or determinands outlined in this document).

Competency in conducting drinking water sampling and field analyses (free chlorine and monochloramine):  
Proof = sampling method and field instrument used: For field instruments proof can be: instrument manual for field testing or procedure used.

**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> <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:

	<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>
1.	Sample collection, analysis for all specified parameters and reporting on 5 water samples monthly.	Monthly		60	
2.					
3.					
4.					
5.					
<b>TOTAL</b>					
<b>VAT</b>					
<b>TOTAL [VAT INCLUDED]</b>					

*Failure to price all items will result to disqualification*

**3.3.1. SPECIFIC GOALS**

*Rand Water specific goals is to empower previously disadvantaged designated groups. This specific goal will be evaluated and measured by using the SANAS accredited B-BBEE certificate or sworn affidavit for QSE or EME or the dtic B-BBEE certificate.*

**Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:**

<b>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**

### **4.1 Returnable Document/s Used for Scoring**

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

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

### **4.2 Essential Returnable Documents**

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

## 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

<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:

- 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.

**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: