

	<b>REQUEST FOR QUOTATION</b> <b>(SUPPLY AND DELIVERY)</b>	Form No: RW SCM 00015 F
		Revision No: 05
		Effective Date: 31 January 2023

<b>BID NUMBER:</b>	10403148	<b>CLOSING DATE:</b>	17 OCTOBER 2023	<b>CLOSING TIME:</b>	16H30PM
<b>DESCRIPTION:</b>	SUPPLY AND DELIVERY OF SPARES				
<b>NON-COMPULSORY BRIEFING SESSION DATE AND TIME</b>	N/A	<b>BRIEFING SESSION VENUE</b>	N/A		
<b>ISSUE DATE</b>	11 OCTOBER 2023				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
<b>CONTACT PERSON</b>	LORRAINE CHAUKE	<b>CONTACT PERSON</b>	KULANI SHIBAMBU
<b>TELEPHONE NUMBER</b>	011 682 0635	<b>TELEPHONE NUMBER</b>	011 682 7199
<b>E-MAIL ADDRESS</b> (Submissions must be made to this address)	<a href="mailto:Lchauke@randwater.co.za">Lchauke@randwater.co.za</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:kshibamb@randwater.co.za">kshibamb@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</b> (EMEs and QSEs)	[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><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></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 day before the closing date.</i></li> </ul>

## 1. SCOPE OF WORK

### 1.1. DESCRIPTION

#### Item 1

Supply x 7 Temperature converters for 4 station sludge plant

Part no : TMT180-A113ACA  
Pt 100/3W/0.....150 degress celcius

#### Item 2

Supply x 4 controllers for 4 station chlorine plant  
Model : DHC3P-SVA3  
DC200NV, 1V,5V,10V, 0-20mA/4-20mA  
Output : 12Vdc  
24V/4-20mA  
Contact 3A 250V Ac  
Resistance load, AC, DC 100-240V

#### Item 3

Supply x 4 Displays for the filter house

Model : 15600  
Supply voltage : 230V  
Input : 4-20mA  
Options fitted : RS232

#### Item 4

Supply x 2 pressure transmitters for the Poly plant

Part no : 7MF1580-1EA20  
S/N : A2B/X6135937  
Max Range : 0-10Bar  
Output : 4-20mA  
Max Pressure :25Bar  
Chlorine compliant ceramic diaphram

#### Item 5

Supply x 4 temperature controllers for 4 station slaker house

Model : CB100 NO 07K06085  
Supply : 100T020VAC, 50-60HZ  
7VA(100V)/10VA(240V)  
AMB Tepm : 50 degress celcius max  
Range : -199.9-649 degrees celcius  
Input : PT100  
Output Relay

#### Item 6

Supply x 2 flow indicators for 4 station flocculators

Remote on extra large display  
IP65 metal housing  
Dimention : 800x300x120mm

Item 7

Supply x 4 pressure transmitters

Part no : B82.AXDNSCGKSHXKIMXM  
electronics 4-20 MA Hart Two wire  
9.6 -35VDC  
4-20 MA Hart  
protection ip66/67 NEMA  
Range 0..60 Bar (0..6000KPA)  
MWP. -1---+133Bar (-100.+13300KPA)  
Wetted Part :AL203.FKM.316L  
Chlorine Compliant Ceramic diaphragm

Item 8

Supply x 4 controllers for 4C filter house

Part number :MET391.X.X  
Ambinet temperature :-20...60 degree celcius  
Power Supply 24...230 VDC .50/60HZ  
Sensor input :4...20 MA/Hart  
Protection IP65/IP20  
SW VER 1.60.1  
HW VER 1.0.9 ORDER 2895611/12021 S/N 55776272

Item 9

Supply x 3 Radar measuring Instrument for 4C filter house

Model : Vegapuls 11  
8m Range  
2 wire 4-20mA

Item 10

Supply Panel Indicators x 5 at 4A and 4B Filter house

ROHS Compliant  
CUB4CL20  
4-20 mA / 10-50mA input 60 degree celcius  
External backlight power (CUB4CL ONLY)  
9-28VDC .50mA MAX  
Above 26 Vdc MAX 50 degree celcius AMBIENT  
POWER BY CLASS 2 SOURCE

Item 11

Supply Temperature Transmitters X 5 at Sludge plant

Ord. cd : TLSR1-Y8D11HB  
S/N : H7007769441B  
1 X Pt 100 /3W C1 A  
Range -50.. +200 degree celcius  
175 mn

Item 12

Supply x 5 Temperature sensors for 5 station chlorine

Part no : TD2547  
U:18....32VDC  
I: 4....20mA

Supply class 2  
T Range : 0.....100 DEgrees Celcius  
Tmax : 15 Degrees celcius  
S/N : 00007388873  
G1/2  
Prove length : 150mm  
IP67/IP68/IP69K

Item 13

Supply x 8 pressure transmitters for 4station sludge plant

Type : BR64.XXGG/HHKMXX  
Process temp :-20-+120 Degrees celcius  
Range : 0-25Bar  
Process pressure : -1-60bar  
Electronics : 4-20Ma HART  
Serial no : 16500438  
Flange size :  
Diameter : 165mm  
PCD : 125mm  
DN 50 PN 40 B1 1.4404/316L CH AL-111 AI  
Ceramic diaphragm chlorine compliant  
Item 14

Supply x 2 Encoders for the bridges

REM-103S10S-5C13S12M-H1181  
ID : 100011388  
Measuring principle : Optical  
Max Speed : 8000rpm  
Operating Voltage : 10-30Vdc  
Current : 30mA  
Flange diameter : o58mm  
Shaft Type : Solid shaft  
Shaft Diameter L 10mm  
Shaft Length : 20mm  
Shaft Material : Stainless steel  
Electrical connection : 8pin  
Axial shaft load : 40N  
Radial shaft load : 80N  
IP67

Item 15

Supply x 10 Isolation valves for the Engine room

Stainless steel  
1/2 Inch NPT  
Female treaded

Item 16

Supply x 10 plugs for 4A and B filter house

Model : EVC812  
Part no : SSTGH040MSSFKPG  
U : 250VAC/300 V DC  
I : 4A

Item 17

Supply x 10 vibration sensors for 4 station Engine Room

Vibration sensor(the plug- in version)

Part No : MTN/1185M8-20F  
S/N : 249940  
Include : 3m cable with plug  
Sensitivity : 20.3 mm/sec@20mA  
Mounting threads M8 Male

Item 18

Supply x 3 Rotameters for 1 station chlorine plant

Chlorine-Kilograms per hour: 3 to 60  
Man 329/565  
Chlorine pounds per day: 150 to 3000  
AAB 5427

Item 19

Supply x 2 radio links for 4C filter house

Wireless set-1LB BT ADIO MUX-omni

Item 20

Supply x 6 level switches for 4 station chlorine plant

Model : LS-7 level switch  
Pilot Duty : 20VA.120-240VAC  
1A inrush 17 steady state

Item 21

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 50mm  
Diameter : 4mm

Item 22

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 50mm  
Diameter : 4mm

Item 23

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 50mm  
Diameter : 6mm

Item 24

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire

Brass fittings ( 1/4 Inch)  
Probe length : 50mm  
Diameter : 4mm

Item 25

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/4 Inch)  
Probe length : 50mm  
Diameter : 6mm

Item 26

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 100mm  
Diameter : 4mm

Item 27

Supply x 3 RTDs for 4A&B Engine room  
PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 100mm  
Diameter : 6mm

Item 28

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/4 Inch)  
Probe length : 100mm  
Diameter : 6mm

Item 29

Supply x 3 RTDs for 4A&B Engine room  
PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/4 Inch)  
Probe length : 100mm  
Diameter : 4mm

Item 30

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 150mm  
Diameter : 6mm

Item 31

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 150mm  
Diameter : 4mm

Item 32

Supply x 3 RTDs for 4A&B Engine room  
PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/4 Inch)  
Probe length : 150mm  
Diameter : 6mm

Item 33

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/4 Inch)  
Probe length : 150mm  
Diameter : 4mm

Item 34

Supply x 3 RTDs for 4A&B Engine room  
PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 175mm  
Diameter : 6mm

Item 35

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 175mm  
Diameter : 4mm

Item 36

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/4 Inch)  
Probe length : 175mm  
Diameter : 6mm

Item 37

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/4 Inch)  
Probe length : 175mm  
Diameter : 4mm

Item 38

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 200mm  
Diameter : 6mm

Item 39

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 200mm  
Diameter : 4mm

Item 40

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/4 Inch)  
Probe length : 200mm  
Diameter : 6mm

Item 41

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/4 Inch)  
Probe length : 200mm  
Diameter : 4mm

Item 42

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 250mm  
Diameter : 6mm

Item 43

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 250mm  
Diameter : 6mm

Item 44

Supply x 3 RTDs for 4A&B Engine room



PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/4 Inch)  
Probe length : 250mm  
Diameter : 6mm

Item 45

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/4 Inch)  
Probe length : 250mm  
Diameter : 4mm

Item 46

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 300mm  
Diameter : 6mm

Item 47

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/2 Inch)  
Probe length : 300mm  
Diameter : 4mm

Item 48

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/4 Inch)  
Probe length : 300mm  
Diameter : 6mm

Item 49

Supply x 3 RTDs for 4A&B Engine room

PT 100 with housing and fittings  
3 Wire  
Brass fittings ( 1/4 Inch)  
Probe length : 300mm  
Diameter : 4mm

Item 50

Supply X 3 Isolation amplifier  
Current and voltage input signal  
2X current output signal  
Supply voltage: 24 VDC  
Size: 6mm module width, 2,50mm<sup>2</sup>  
Part no.: 08570423

Item 51

Supply x 3 proximity switches for bridge 5&7

Size 2m

Supply :10-36VDC

Model : 11C209

Part No : 11K2022-FRKG/M/2LED/US

Item 52

Supply x 5 Proximity switches for the Filter house

Part no : NBN15-30GM50-E2

Model : 84001

EN 50 008-A24

U=10-30V-J=200A

Item 53

Supply x 50 Solenoid Gaskets for 4C Filter house

UQM Gaskets ISO #1

P/N : M/P30031

Q21/2770

Item 54

Supply x 30 Solenoid Gaskets for 4C filter house

P/N : MP30206

Item 55

Supply x 4 level sensors for 4C filetr house

Type : SN61.XXAGHKMXV

Process temp: -40-80 Degrees celcius

Process Temp : -0.200-22 Bar(-20-120KPA)

Electronic : 4-20mA

Power supply : 14...36V 4...20mA HART

Protection : IP66/67

Range K 0.25....5m

S/N : 098402

Item 56

Supply x 5 Pressure transmitters for 4C ilter house

Model : Bar82

Electronics :4-20mA Hart two wire

9.6.-35VDC

4-20mA

Protection : IP66/67 NEMA

Range : 0...60Bar (0-60000KPA)

MWP -1-133Bar (-100-113300KPA)

Wetted Parts : AL203.FKM.316L

Item 57

Supply x 4 Pressure transmitters for 4 station Engine Room

Part no : Bar52

Order no : 1648450/001

Type:BR52XXGP1WHKMXS

Range : 0.....60Bar (0-60000kpa)  
Process Temperature : -40-120 Degrees Celcius  
Powe Supply : 12-36V, 4-20mA  
Protection : IP66/67

Item 58

Supply x 3 vibration transmitters for the sludge plant

Model : ST5484E-121-020-00  
S/n : 9140151  
0-1IPS PK or 25.4mm/s = 4-20mA  
Frequency : 2HZ-1500HZ - 3DB  
Supply V : 10-30Vdc  
Load R : 50(V-11)OHMS  
Temp code : T4- 40Degr Celcius

Item 59

Supply x 10 Vibration Sensors for 4 Station Engine Room

Signal : 4-20mA  
20mm/sec  
S/N : 069942  
Sensitivity : 20.3 mm/sec@20mA  
Mounting threads M8 Male  
Part No : MTN/1185M8-20F ( Cable to be a combined unit with the vibration sensor)

Item 60

Supply 5 X flow switches  
SBY 246

45128 essen  
Ub: 18...30VDC  
Flow : 0...100 l/min  
Pressure rating : 25bar  
Midium temperature:..-10...100 degrC  
OUT 1 : switch/frequency/IO-Link  
OUT2: switch/4...20mA  
Process connection: Rp1

## **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. Not Applicable

### 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.	Supply Temperature Convertors.			7	
2.	Supply Controllers			4	
3.	Supply Displays			4	
4.	Supply Pressure transmitters			2	
5.	Supply Temperature Controllers			4	
6.	Supply Flow Indicators			2	
7.	Supply pressure transmitters			4	
8.	Supply Controllers			4	
9.	Supply Radar			3	
10.	Supply Panel Indicators			5	
11.	Supply temperature transmitters			5	
12.	Supply temperature sensors			5	
13.	Supply pressure transmitters			8	
14.	Supply encoders			2	
15.	Supply Isolation valves			10	
16.	Supply Plugs			10	
17.	Supply vibration sensors			10	
18.	Supply Rotameters			3	
19.	Supply radio Links			2	
20.	Supply level switches			6	
21.	Supply RTDs			3	
22.	Supply RTDs			3	
23.	Supply RTDs			3	

	<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>
24.	Supply RTDs			3	
25.	Supply RTDs			3	
26.	Supply RTDs			3	
27.	Supply RTDs			3	
28.	Supply RTDs			3	
29.	Supply RTDs			3	
30.	Supply RTDs			3	
31.	Supply RTDs			3	
32.	Supply RTDs			3	
33.	Supply RTDs			3	
34.	Supply RTDs			3	
35.	Supply RTDs			3	
36.	Supply RTDs			3	
37.	Supply RTDs			3	
38.	Supply RTDs			3	
39.	Supply RTDs			3	
40.	Supply RTDs			3	
41.	Supply RTDs			3	
42.	Supply RTDs			3	
43.	Supply RTDs			3	
44.	Supply RTDs			3	
45.	Supply RTDs			3	
46.	Supply RTDs			3	
47.	Supply RTDs			3	
48.	Supply RTDs			3	
49.	Supply RTDs			3	
50.	Supply Isolation amplifiers			3	
51.	Supply Proximity Switches			3	
52.	Supply Proximity switches			5	
53.	Supply solenoid gaskets			50	
54.	Supply solenoid gaskets			30	
55.	Supply level sensors			4	
56.	Supply transmitters			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>
57.	Supply pressure transmitters			4	
58.	Supply vibration transmitters			3	
59.	Supply vibration sensors			10	
60.	Supply flow switches			5	
61.					
<b>TOTAL</b>					
<b>VAT</b>					
<b>TOTAL [VAT INCLUDED]</b>					

### 3.3.2. 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 point</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. 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.
- 4.2. Completed and signed SBD 4 Form (Declaration of Interest)
- 4.3. Company Resolution Letter (proof of authority).

## 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:

.....  
 .....

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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.

**YES/NO**

.....

.....

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:

- 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.

.....  
Date

.....  
Name of bidder

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## 5. GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to the award. The Supplier agrees to adhere to the terms and conditions.

### 5.1. DEFINITIONS

- 5.1.1. In the General Conditions of Purchase, the terms below shall have the following meanings, unless it is inconsistent with the context of the Purchase Order:

"PURCHASE ORDER"	means the order between Rand Water and the Supplier;
"DELIVERY"	means delivery in accordance with the conditions of the Purchase Order at the stated delivery point;
"SUPPLIES"	means any services, equipment, goods, items or materials to be delivered by the Supplier in terms of the Purchase Order;
"SUPPLIER"	means the party appointed by Rand Water and with whom Rand Water places the Purchase Order.

### 5.2. FIXED PRICE

The price stated in the Purchase Order shall be regarded as fixed and is invariable and not subject to adjustments unless otherwise agreed between the parties in writing.

### 5.3. DELIVERY TIME OR DATE

The delivery time or date stated in the Purchase Order shall be regarded as fixed and the Supplier shall adhere strictly thereto. Rand Water reserves the right to cancel any order issued if delivery is not made as agreed and the Supplier will not be entitled to any cancellation fees.

### 5.4. PURCHASE ORDER

- 5.4.1. In terms of this order Rand Water undertakes to procure, and the Supplier undertakes to supply the products and/or services as contained on the Purchase Order. This however, does not prohibit Rand Water to procure additional products/services, and or to procure the same/similar products/services, from any other Supplier.
- 5.4.2. The Purchase Order number stated in the Order shall be indicated clearly on all documentation to be issued by either party to the other.

### 5.5. CANCELLATION OF ORDER

- 5.5.1. Should the Supplier fail to deliver the goods at the time agreed to, or should it not comply with any other essential condition of the Purchase Order, Rand Water shall be entitled in writing to cancel the Purchase Order, without any adverse cost implications for Rand Water.
- 5.5.2. The aforesaid cancellation shall not prevent Rand Water from exercising any of its rights available in terms of the Purchase Order.

### 5.6. DISPATCH OF SUPPLIES

Rand Water shall not be responsible for any risk in and to the goods before delivery of such goods has taken place.

### 5.7. SPECIFICATIONS

- 5.7.1. The Supplier shall ensure that the service to be rendered shall in all respects be in accordance with the requirements and stipulations set out in the Purchase Order. All materials and consumable items if applicable shall be new and unused, unless otherwise agreed to in writing.

### 5.12. 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

- 5.7.2. Rand Water shall be entitled to return any goods with defects or deviations from the agreed specification within 7 days after date of delivery and will not be liable for any cost.

**5.8. GUARANTEE**

Save for consumables, the Supplier guarantees the workmanship and materials and any components thereof will be free of any defects for a period of at least 12 (twelve) months after the acceptance thereof by Rand Water, reasonable wear and tear will be accepted.

**5.9. PAYMENT**

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

- 5.9.1. Payment of an invoice shall not prevent Rand Water from subsequently disputing all or any of the fees in good faith whether during or after the term of the Purchase Order.
- 5.9.2. Payments shall be effected within 30 days after submission of monthly statement.
- 5.9.3. Rand Water shall endeavour to make payment within 30 days from date of monthly statement, date of the aforesaid monthly statement should reflect the last day of the month wherein the services being invoiced were rendered.

**5.10. LIABILITY FOR COSTS, DAMAGES OR EXPENSES**

Rand Water may deduct all costs, damages or expenses, or any other amount for which the Supplier is liable in terms of the Purchase Order, from moneys due to or becoming due to the Supplier in terms of any subsequent Purchase Orders or the contract between the Supplier and Rand Water. Rand Water is herewith irrevocably and *in rem suam* authorized.

**5.11. PENALTY AND PERFORMANCE CLAUSE**

- 5.11.1. Should the Supplier fail to perform and make delivery in terms of the Purchase Order, exception of Force Majeure specified in Clause 8.13, Rand Water shall be entitled to impose a penalty, which shall be deducted from the payment statement. The imposition of such penalty shall no relieve the Supplier from its obligation to complete the services or from any of its obligations and liabilities under the Purchase Order.
- 5.11.2. Every day, following the day on which a Failure arose ("day 1"), that a Failure persists without being rectified, shall be deemed a new incidence of a Failure for which the Supplier shall incur a penalty deduction.

All disputes between the parties shall, when all efforts to resolve such dispute by negotiation have failed shall be resolved by way of arbitration under the auspices of the Arbitration Foundation of Southern Africa ("AFSA") as per AFSA's rules, in Sandton, Johannesburg. Either party shall however be entitled to proceed to the South Gauteng High Court (to which jurisdiction the parties hereby consent) for any urgent, interim or interdictory relief, as that party may deem necessary in the circumstances in order to protect its rights or interests under a Purchase Order or these terms and conditions.

**5.19. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES**

- 5.19.1. The Parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of, and in connection with this Agreement, the physical addresses as they appear on the Purchase Order.
- 5.19.2. Any notice to be given hereunder shall be given in writing and may be given either personally (i.e. per hand or courier) or may be sent by registered post and addressed to the relevant party at its domicilium or to such other address as shall be notified in writing by either of the parties to the other from time to time. Any notice given by registered post shall be deemed to have been served on the expiry of 7 (seven) calendar days after same is posted. Any notice delivered personally shall be deemed to have been served at the time of delivery.

**5.20. LAW**

The Purchase Order shall be governed and interpreted in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the South African courts to which the Supplier hereby irrevocably submits but without prejudice to Rand Water's right to take proceedings against the Supplier in other jurisdictions.

SIGNED at \_\_\_\_\_ on \_\_\_\_\_

For and on behalf of Supplier

Who warrants being duly authorised

Name:

Designation: