

	<h2 style="text-align: center;">REQUEST FOR QUOTATION (SUPPLY AND DELIVERY)</h2>		Form No: RW SCM 00015 F	
			Revision No: 06	
			Effective Date: 1 Aug 2024	

BID NUMBER:	RW10412328/24	CLOSING DATE:	10.12.2024	CLOSING TIME:	23:30
DESCRIPTION:	Supply and Delivery of Ferric Chloride to Rand Water's Zuikerbosch and Vereeniging Water Treatment Plants				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	05.12.2024				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Jeanette Bester	CONTACT PERSON	Bongani Ndwandwe
TELEPHONE NUMBER	016 425 8208	TELEPHONE NUMBER	011 682 0911
E-MAIL ADDRESS (Submissions must be made to this address)	jbester@randwater.co.za	E-MAIL ADDRESS	bndwandw@randwater.co.za

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

BID SUBMISSION:
<ul style="list-style-type: none"> Bids must be submitted by the stipulated time to the email address stipulated above. Late bids will not be accepted for consideration. All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document. No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members / persons in the service of the state." <i>Rand Water will provide any clarifications / addenda / extension of closing date by no later than one (1) calendar day before the closing date.</i>

1. SCOPE OF WORK

1.1. DESCRIPTION

This RFQ is for the supply and delivery of ferric chloride to Rand Water's Vereeniging and Zuikerbosch Water Treatment Plants.

1.1.2 LOCATION OF TREATMENT PLANTS

Vereeniging Water Treatment Plant is situated about 3 km from the centre of Vereeniging on Barrage road.
Zuikerbosch Water Treatment Plant is situated 18 km from Vereeniging, Three Rivers East, Vischgat Road.

1.1.3 DELIVERY

1. The supplier will be notified of the quantity of ferric chloride to be delivered. The Supplier is required to dispatch and deliver this quantity as required. Delivery will be taken to Rand Water's storage facilities at Vereeniging and Zuikerbosch Water Treatment Plants.

2. The Supplier shall deliver the required quantities of ferric chloride to the water treatment plants 3 (three) days after the receipt of an order.

3. Ferric chloride is to be delivered in bulk as specified by Rand Water. Deliveries can take place from - Mondays to Fridays of each week, during daily normal working hours
- Monday to Thursday 7h00-14h00 and Friday 07h00-12h00).
The Supplier must familiarize themselves with Rand Water's offloading sites to ensure that the product can be offloaded satisfactorily. (See weighbridge procedure; Below)

4. The ferric chloride is to be delivered in bulk (liquid form) by road tanker and shall be discharged by the Supplier into Rand Water's bulk storage tanks as specified by Rand Water. The Supplier must familiarise themselves with Rand Water's storage facilities to ensure that ferric product can be off loaded satisfactorily.

5. All transfers are to be transferred by petrol pump or diesel driven pumps may be required as power supplies are not available at all Sites.

6. Deliveries shall be made in compliance with the Rand Water's safe working procedure. The Supplier must make themselves familiar with Rand Water's safe working procedures.

7. All trucks shall be weighed and records to be kept and payment will be made for the net mass of ferric chloride as delivered. (See weigh bridge procedure clause 1.1.9 Below)

8. The delivery notes (in duplicate) stating the quantity, concentration of ferric product, date of dispatch, and weight, shall be handed to Rand Water's Storekeeper or other authorised official of Rand Water on delivery. The delivery note must also indicate

- (a) The Site for delivery e.g. Rand Water Vereeniging Plant 1 or Rand Water Zuikerbosch Water Plant station 4.
- (b) The RFQ number and the order number together with Rand Water's reference and item code number should be stated and must align on all documentation including the COA.
- (c) Weighbridge slips are to be attached to delivery notes received.
- (d) The consignment numbers.

9. No delivery shall be made without Rand Water personnel being present on site.

10. A COA (Certificate of Analysis) must accompany each batch delivered. This COA is for operational purposes and must at minimum contain the determinants as specified. If more than one batch (with different batch numbers) is delivered at a time, then a COA must be supplied for each batch number. The RFQ number and the order number together with Rand Water's reference and item code number should be stated on the COA and must align to the delivery note.

11. The Supplier will be responsible for taking the sample of ferric chloride when consignment is delivered on site. The sample will be split as follows: one sample returned to the supplier, the other samples (two) submitted to Rand Water personnel for laboratory analysis and reference during any quality dispute.

12. The Supplier shall keep his transport on defined roads and shall be liable to Rand Water for any damage caused

by his vehicles to Rand Water's installations.

1.1.4 DESCRIPTION, CHARACTERISTICS & QUALITY OF FERRIC CHLORIDE

1. The ferric products to be supplied under this RFQ shall be a dark brown liquid, free from visible impurities with chemical and physical properties as indicated. Respondents shall complete the Product Guarantee (Clause below) providing a guarantee of the chemical analysis of the ferric chloride offered. The maximum and minimum variations in the chemical and physical analyses of the product shall be stated where applicable.

2. The bidder shall certify that ferric chloride offered complies with the Grade 3 requirements of the SANS 50888:2008 Standard or the equivalent EN 888:2004 Standard "Chemicals used for treatment of water intended for human consumption – Iron (III) chloride" and any subsequent revisions thereof. If required, Rand Water may set more stringent standards and test accordingly

3. The following details of the chemical shall be stipulated on the COA as per clause 1.1.3 (10) above for every load delivered:

- Ferric chloride mass fraction %: $\geq 40\%$ as FeCl_3 .
- Density in g/ml
- Iron mass fraction of Fe (III): $\geq 13.7\%$
- The batch number of product analysed, RFQ number and the order number should be stated on the COA and must align to the delivery note.

4. The Supplier shall list any other parameters by which the quality of the ferric chloride can be measured together with maximum and minimum variations that may be expected in the product offered.

5. Ferric chloride shall not contain any constituent that may have a detrimental effect on potable water production in Rand Water's treatment systems, deleterious effects on water quality or be objectionable or harmful to human beings or animals in any way if used for the intended purpose in the prescribed way.

6. The Manufacturer shall give details of the raw material used for the manufacturing of ferric chloride in terms of origin of the raw material and chemical composition. Specific attention must be given to any constituent that may be of a health concern in potable water such as heavy metals.

7. The Supplier shall at all times adhere to the quality standards as completed in response to the RFQ (i.e. Product Guarantee and Supplier and Manufacturing Details) regarding the manufacture, the production process, raw material, storage capacities and facilities and the quality control systems in place and such other quality standards imposed by Rand Water in its reasonable discretion.

8. ANY intention to deviate from the specified above (including change of manufacturer and transporter) after award is construed as a breach of the contract.

9. Under force majeure circumstances, the Supplier is required to immediately inform Rand Water in writing should there be ANY intention to deviate from point 7 above.

10. A material safety data sheet (MSDS) / Safety Data Sheet (SDS) shall accompany the RFQ response.

1.1.5 SUPPLIER'S AND MANUFACTURE DETAILS / QUALITY ASSURANCE SYSTEMS

1. The Respondent shall complete the supplier's details as set out below in the Supplier/Manufacturer Detail Schedule regarding information about manufacture, the production process, and storage capacity, present list of clients using their product(s) and the recommended storage facilities at Rand Water.

2. All information rendered in terms of 1.1.5.1 above shall specifically include detailing the manufacturing process as well as listing all substances used in such process. Further, the Supplier shall be required to immediately inform Rand Water in writing should there be ANY intention to deviate from the specified process and/or substances used.

3. The Supplier is required to immediately inform Rand Water in writing should there be ANY intention to deviate from the specified manufacture as stated in this document.

4. The above notices (1.1.5.2 and 1.1.5.3) shall include details of the intended deviation. Failure to notify of such intention shall be construed as a material breach of the contract. Only if there is written agreement from Rand Water, may the deviation be implemented. Rand Water undertakes not to withhold consent unreasonably but retains the right to refuse the deviation. Failure to comply with this clause in its entirety shall constitute a material breach and render

same prone to cancellation at the instance of Rand Water. In addition, or in the alternate, Rand Water reserves its rights to invoke any and all remedies available at law.

1.1.6 CONTAINER / EQUIPMENT ISSUES

1. Any receptacles and /or vessels for containing chemicals supplied such as tankers;
 - Must be leak proof and or undamaged.
 - Leaking and or damaged tanker will be returned to the Supplier.
 - All costs incurred resulting from leaking tankers/trucks or containers and spillages caused by the supplier will be for the successful Supplier's account.
2. Should a leaking / damage trucks or containers arrive at Rand Water's sites it will not be allowed to offload.

1.1.7 STRATEGIC STOCKHOLDING REQUIREMENTS

1. The Successful Supplier is required to have strategic stock equivalent to one (1) month supply. Should this not be possible Rand Water is to be immediately notified.

1.1.8 TRANSPORTATION OF BULK CHEMICALS

1. The vehicle driver must be a Certified Hazchem Driver and must have a current Professional Drivers Permit.
2. The vehicle used for delivery of chemicals must be adequately equipped to off-load chemicals at the delivery point.
3. The vehicle must also be in sound operational condition to ensure no leakage of chemical, oils and other undesirable substances when delivering or transporting chemicals to site.
4. The supplier shall keep his transport on defined roads and shall be liable, to Rand Water for any damage caused by his vehicles to Rand Water's installations.
5. The vehicle is to be clearly marked and carry all necessary safety equipment as per SANS 10232 Part 1 to 3, to ensure that off-loading can be conducted in a manner that will not endanger the environment or personnel.
6. The Successful Supplier must provide emergency contact details of a responsible person who can deal with any situation arising from a delivery or any other problem directly linked to the use of the chemical supplied.
7. Non-compliance with clause 1.1.8.12c shall render the vehicle unfit to enter the premises. The Successful Supplier however will still be responsible to ensure that the product is delivered.
8. The road vehicles and equipment used for delivering Ferric Products should satisfy the requirements of Chapter VIII of National Road Traffic Regulation 2000 as framed under the National Road Transportation Act & Regulation 93/1996 also the incorporated standard and code of practices (SANS 10232 Part 1 to 3) at any time up to and including the date of completion of the contract.
9. Written agreements amongst the Supplier, Transporter and Rand Water shall be in place as per National Road Traffic Regulation 2000 as Transportation of Dangerous Goods SANS 10232 Part 1 to 3.
10. Non-compliance with the above will render the supplier in breach of contract and any remedial work arising from such a situation will be for the supplier's account.
11. The successful Supplier must be strictly in compliance with the provisions of the Occupational Health and Safety Act and regulations (Act 85 of 1993), National Environmental Management Act and regulations (Act 107 of 1998), National Road Traffic Act (Act 93 of 1996) and the relevant SANS code of practice, together with all amendments and regulations promulgated there under at any time up to and including the date of completion of this RFQ.
12. Subject to provisions of Section 10 (3) and (4) of the Hazardous Chemical Substances Regulations of the Occupational Health & Safety Act 85 of 1993, every person/supplier who manufactures, imports, sells or supplies any hazardous chemical substance for use at work shall as far as reasonably practicable provide the party receiving such substance, free of charge with a material safety data sheet containing all the information as contemplated in either ISO11014 or ANSIZ400.1. 1993 with regard to:
 - (a) Product and company identification;
 - (b) Composition /information or ingredient;
 - (c) Hazards identification;
 - (d) First-aid measures;

- (e) Fire-fighting measures;
- (f) Accidental release measures;
- (g) Handling and storage;
- (h) Exposure control /personal protection;
- (i) Physical and chemical properties;
- (j) Stability and reactivity;
- (k) Toxicological information;
- (l) Ecological information;
- (m) Disposal consideration;
- (n) Transport information;
- (o) Regulatory information, and
- (p) Other information.

13. Provided it is not reasonably practical to provide a material safety data sheet, the Supplier shall supply the receiver of any hazardous chemical substance with sufficient information to enable the user to take the necessary measures with regard to health and safety measures.

14. Subject to the provisions of section 11 (1)(2)(3) of the Hazardous Chemical Substances Regulations of the Occupational Health & Safety Act 85 of 1993, the Supplier will ensure that the exposure of an employee is adequately controlled.

15. Any unsafe condition noticed by the Supplier, has to be reported in writing to Rand Water in order to take the necessary action according to Section 8 of the Occupational Health and Safety Act.

16. In addition to the legislation listed above in 1.1.8.11 to 1.1.8.14 the Supplier undertakes and warrants that it will be in compliance with all legislation, regulations, by-laws which will become applicable to it. In the event that the Supplier is in breach of any legislation, regulation and/or by-law, Rand Water shall have the right to cancel this RFQ with immediate effect.

17. In addition to any statutory obligations, the Supplier shall report to the Site Risk Control Manager every incident within 24 (twenty-four) hours of occurrence, whether such incident is in respect of injury to persons or damage to the equipment, property and environment. The report shall be in writing and shall contain full details of the occurrence.

1.1.9 DETERMINATION OF MASS DELIVERED

1. The successful Supplier/s must use an assized Weighbridge to determine the mass of each delivery at the point of delivery, preferably Rand Water's Zuikerbosch Water Treatment Plant weighbridge. The Suppliers invoice should be based on Rand Water's Zuikerbosch weighbridge certificate.

2. All delivery trucks for Vereeniging Treatment Plant are to be weighed at Zuikerbosch Water Treatment Plant Weighbridge before delivering to Vereeniging for mass verification purposes. The Suppliers invoice should be based on Rand Water's Zuikerbosch weighbridge certificate.

3. In case the Zuikerbosch plant weighbridge is not available, the successful Supplier/s must indicate which assized weighbridge is to be used. A weighbridge at the point of supply is acceptable if it is assized and the method of weighing provided by the Successful Supplier satisfies Rand Water that the mass of product delivered is accurate.

4. The Successful Supplier to indicate the distance (in km) from the weighbridge to the delivery point and the method of weighing used to satisfy Rand Water that the mass of the product delivered is accurately determined.

5. Calibration of the Weighbridge used must be certified assized for any current year by the Government assizer and bear the Official Assize Stamp. The supplier is required to submit to Rand Water calibration certificates on a regular basis.

6. The weighbridge certificate of mass determination must be supplied within 24 hours of delivery.

7. The use of any weighbridge other than that identified above without prior notification of Rand Water would constitute a breach of contract. Such notification would require confirmation by the Successful Supplier in writing. If the use of an alternative weighbridge is accepted by Rand Water the alternative must meet all the requirements as indicated in 1 to 6 above.

1.1.10 SAMPLING AND ANALYSIS OF DELIVERED FERRIC CHLORIDE

1. Three samples of between 250ml and 500ml of the product shall be taken from each consignment of the ferric chloride delivered to Rand Water.

2 The Supplier will be responsible for taking the sample of ferric chloride when consignment is delivered on site. The sample will be split as follows:

- one sample returned to the supplier,
- the second and third samples submitted to Rand Water personnel for laboratory analysis and reference during any quality dispute.

3. The samples will be placed immediately in an airtight labelled container. The relative density of the representative sample will be measured. Rand Water may perform the concentration (strength) and any other determination deemed necessary.

4. The samples taken from delivered products shall be kept for one month after the consignment from which it was taken had been used.

5. If the results of the analysis performed on the sample by, or on behalf of Rand Water, show that the ferric chloride delivered does not conform to product specification for this RFQ and the guaranteed quality schedule, the supplier shall advise Rand Water of the results of the analysis carried out by it on the portion of the composite sample made available to it.

6. If the results of the analysis carried out by the supplier differ from that obtained by Rand Water by more than 5% (five percent), then the third sample shall be submitted to an independent laboratory approved by both parties for analysis.

7. The result of the independent laboratory shall be final and binding on both the Supplier and Rand Water. If the independent laboratory's results show that the consignment meets Rand Water's specifications, the cost of the analysis shall be borne by Rand Water. If the results show the consignment fails to meet the specification the cost will be borne by the Supplier.

1.1.11 INADEQUATE PERFORMANCE

1. If Rand Water is of the opinion that the Supplier's performance or quality of the product is unsatisfactory or inadequate and not to Rand Water's satisfaction the details will be reduced to writing clearly headed "Inadequate Performance" and sent to the Supplier. In the event that the Supplier is unable to remedy any complaints to Rand Water's satisfaction within seven 7 days of such notice of inadequate performance, Rand Water may, by written notice, immediately terminate this agreement.

2. In the event that the supplier repeats the inadequate performance, Rand Water may, by written notice, immediately terminate this agreement.

3. Should the supplier deliver a consignment of chemical that does not meet the Product Guarantee, this will be considered inadequate performance. Should the Supplier deliver more than one consignment of chemical that does not meet the Product Guarantee then Rand Water reserves the right to immediately terminate this agreement by written notice. Should the Supplier fail to meet the three (3) days lead time in excess of three (3) instances, Rand Water may immediately terminate this agreement.

4. If either party to this contract is prevented from or delayed in performing any of its obligations under this agreement, other than payment of money as contemplated, such party shall forthwith notify the other party in writing of the nature and expected duration of such circumstances. Should the explanation thus given be acceptable to the last-mentioned party (whose acceptance shall not be unreasonably withheld), the party giving the notice shall be excused from performance or punctual performance.

Should:

- Any of the parties be excused from performance in accordance with the aforesaid clause for the same reason on more than 1(one) occasion from each other, or
- Then the other party shall be entitled, at its sole discretion, to summarily terminate this agreement by written notice to the other party. In such event, each party shall absorb its own cost and losses occasioned by such termination and neither party shall have the right to claim damages or any other amount from the other party.

1.1.12 PRODUCT GUARANTEE

NOTE: This schedule must be completed in full, and an authenticated Certificate of Analysis (COA) issued by an appropriate authority that certifies the quality/purity of the product according to the respective standards and/or specifications referenced must be attached.

- Parameters without specified limits must also be quantified.
- Rand Water will review the COA submitted with respect to the determinants listed in Table 1, as well as any other determinants deemed necessary by Rand Water to ascertain- the product is fit for purpose prior to award of this RFQ.
- The stated requirements of Table 1 correspond to Grade 3 specifications of the SANS 50888:2008 (EN 888:2004) standards.
- Acceptance of this RW10412328/24 submitted to Rand Water will be informed by the full compliance to:
 - * Rand Water ferric chloride specification limits and
 - * Submission of a Certificate of Analysis (COA) in line with this RW10412328/24.

QUALITY

I/We Guarantee that Ferric chloride supplied will, when delivered have the following physical and chemical properties:

TABLE 1: Ferric Chloride Specification

RAND WATER FERRIC CHLORIDE SPECIFICATION		
Determinant	Specification Limits	Supplier Guaranteed Specification Limits (BIDDERS TO COMPLETE)
Density		
FeCl ₃ mass fraction (%)	≥40%	
Fe (III) mass fraction (%)	≥13.7%	
Iron(II)	≤ 2.5%	
Manganese (Mn)	≤ 2%	
Insoluble Matters	≤ 0.2%	
Antimony (Sb)	≤ 60 mg/kg of Fe (III)	
Arsenic (As)	≤ 50 mg/kg of Fe (III)	
Cadmium (Cd)	≤ 50 mg/kg of Fe (III)	
Chromium (Cr)	≤ 500 mg/kg of Fe (III)	
Lead (Pb)	≤ 400 mg/kg of Fe (III)	
Mercury (Hg)	≤ 10 mg/kg of Fe (III)	
Nickel (Ni)	≤ 500 mg/kg of Fe (III)	
Selenium (Se)	≤ 60 mg/kg of Fe (III)	

(a) I/We guarantee to provide proof that the product offered complies with the Grade 3 requirements of the SANS 50888:2008 Standard or the equivalent EN 888:2004 Standard.

(b) I/We guarantee to supply any other information regarding quality of ferric chloride, e.g. impurities and any other determinants not specified above.

Name of Bidder:

Signed by or on
behalf of Bidder:

Official
Capacity:

Date:

1.1.13 DELIVERY SCHEDULE

I/We guarantee the delivery of the ordered quantities of ferric chloride to be delivered to Rand Water Sites within three (3) days after receipt of an order.

Name of Transporters	
Duration of relationship between supplier and transporter	
Physical address of transporter/s	

1.1.14 SUPPLIER / MANUFACTURER DETAILS

Name of product	
Name and address of manufacturer	
Annual production capacity of ferric chloride, in tons/year	
Present production rate of ferric chloride, in tons/year	
Storage capacity of fine ferric chloride at Supplier or Manufacturer's site	
Contact Person	
Contact Numbers	

Clearly detail the manufacturing process for the production of ferric chloride.

Give details of the raw materials used in the manufacturing process in terms of chemical purity and source:

Quality Control Systems used:

2. AWARDING STRATEGY

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

3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

3.1. Test for Responsiveness/ Pre-qualification

Submission of a recent signed Certificate of Analysis (COA) which certifies that the ferric chloride offered complies with the specified limits for all parameters marked "Determinants" under Table 1 of Clause 1.1.12 PRODUCT GUARANTEE.

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:

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
1.	FERRIC CHLORIDE (Product and Transport to Rand Water Zuikerbosch)			10,000KG	
2.	FERRIC CHLORIDE (Product and Transport to Rand Water Vereeniging)			280,000KG	
3.					
TOTAL					
VAT					
TOTAL [VAT INCLUDED]					

NB: Failure to price all items will result to disqualification.

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-BBEE Status Level of Contributor	Number of point
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2

B-BBEE Status Level of Contributor	Number of point
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

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

5. GENERAL TERMS AND CONDITIONS

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

5.1. DEFINITIONS

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

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

5.2. FIXED PRICE

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

5.3. DELIVERY TIME OR DATE

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

5.4. PURCHASE ORDER

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

5.5. CANCELLATION OF ORDER

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

5.6. DISPATCH OF SUPPLIES

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

5.7. SPECIFICATIONS

- 5.7.1. The Supplier shall ensure that the service to be rendered shall in all respects be in accordance with the requirements and stipulations set out in the Purchase Order. All materials and consumable items if applicable shall be new and unused, unless otherwise agreed to in writing.
- 5.7.2. Rand Water shall be entitled to return any goods with defects or deviations from the agreed specification within 7 days after date of delivery and will not be liable for any cost.

5.8. GUARANTEE

5.12. FORCE MAJEURE

Any Force Majeure event experienced by the Supplier that is likely to affect the timeous delivery of any items on the Purchase Order shall be communicated to Rand Water in writing within forty-eight (48) hours of the Supplier becoming aware of such circumstance. Force Majeure event means:

- natural disasters
- war, act of foreign enemies
- riot, civil commotion
- strike, lockout, other labour disturbance (including those involving the Supplier's employees) or

any other circumstances beyond the control of the Supplier and which in the absence of this paragraph will operate to frustrate the timeous delivery of the item and/or service.

5.13. WARRANTY

- 5.13.1. The Supplier warrants that all goods and Services supplied under this Purchase Order will be in accordance with all contract requirements and free from defects or inferior materials, equipment, and workmanship for twelve (12) months after final acceptance of the goods or Services.
- 5.13.2. If Rand Water finds the warranted goods or Services need to be repaired, changed or re-performed, Rand Water shall so inform the Supplier in writing and the Supplier shall promptly and without expense to Rand Water replace or satisfactorily correct the goods or Services.
- 5.13.3. Any goods, services or parts thereof so corrected, shall also be subject to the provisions of this Clause, and the warranties for such goods, Services or part thereof shall be for twelve (12) months from the date of Rand Water's final acceptance of such corrected goods or Services.
- 5.13.4. The Supplier further warrants the goods/services will meet and are suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. Goods/services that do not conform to the above warranties may, at any time within 12 months after delivery to Rand Water, be rejected and returned to the Supplier, and if Rand Water has incurred any expenses as a result thereof, Rand Water will be entitled to recover same from the Supplier.

5.14. TERMINATION FOR CONVENIENCE

Rand Water reserves the right, at any time, in its own best interest, and without liability, to terminate a Purchase Order in whole or in part, by written notice of termination for convenience to the Supplier. If the Purchase Order is so terminated, then, within thirty (30) days following the Supplier's receipt of the termination notice, the Supplier shall submit a claim for equitable adjustment. If the termination involves only services, Rand Water shall be obligated to pay only for services performed satisfactorily before the termination date.

5.15. TERMINATION FOR DEFAULT

Rand Water may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate a Purchase Order in whole or in part by written notice of default if the Supplier:

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

5.16. AMENDMENT OF ORDER

- 5.16.1. No amendment or variations to the Purchase Order shall be permitted without the written approval of Rand Water.
- 5.16.2. No price adjustments shall be accepted unless stipulated in the quotation document received. The Supplier shall be obliged to supply the goods and services on the quoted prices, if the Purchase Order was placed within valid time of quotation.

5.17. CESSATION OF CONTRACTS

The Supplier may not, cede, delegate, relinquish or transfer to anyone his rights and/or obligations without the prior written consent of Rand Water.

5.18. DISPUTE RESOLUTION

All disputes between the parties shall, when all efforts to resolve such dispute by negotiation have failed shall be resolved by way of arbitration under the auspices of the Arbitration Foundation of Southern Africa ("AFSA") as per AFSA's rules, in Sandton,

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.

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: