

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

BID NUMBER:	10406058	CLOSING DATE:	30 May2024	CLOSING TIME:	23:59pm
DESCRIPTION:	Request to Procure, Supply and Delivery of Library Books				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	21 May 2024				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Nkululeko Mkhabela	CONTACT PERSON	Jabulile Molema
TELEPHONE NUMBER	011 682 7223	TELEPHONE NUMBER	011 682 0393
E-MAIL ADDRESS (Submissions must be made to this address)	nmkhabel@randwater.co.za	E-MAIL ADDRESS	jmolema@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT (EMEs and QSEs) ☐ Yes ☐ 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." <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

Request to Procure, Supply and Delivery of Library Books

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

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:

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
1.	Lift As You Rise ISBN 9780639926452			1	
2.	Inclusive Leadership 9781292112725			1	
3.	The Future of Leadership is Collegiality ISBN 9781998958665			1	
4.	The Culture Map ISBN 9781610396714			1	
5.	HBR'S 10 Must Reads: On Building a Great Culture ISBN 9781633698062, 9781633698086			1	
6.	The Leader Who Had No Title ISBN 9781439109137			1	
7.	How Leaders can Strengthen Their Organization's Culture ISBN 9781793928498			1	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
8.	Turn the Ship Around 9780241250945			1	
9.	Cultivating Culture: 101 Ways to Foster Engagement in 15 Minutes or Less ISBN 9781637740637			1	
10.	Leaders eat Last ISBN 9781591848011			1	
11.	Leading Leaders ISBN 9780814417669			1	
12.	Cultures and Organizations: Software of the Mind ISBN 9780071664189			1	
13.	Expand Beyond Your Current Culture ISBN 9781947540132			1	
14.	No Rules: Netflix and the Culture of Reinvention ISBN 9781984877864			1	
15.	The Advantage ISBN 9787121287640			1	
16.	Culture by Design ISBN 9798715028082			1	
17.	The Culture Code ISBN 9780804176989			1	
18.	Organizational Culture and Leadership ISBN 9781119212041			1	
19.	Winning Behavior ISBN 9780814413678			1	
20.	Construction Industry Development Board Act, 2000 (Act No. 38 of 2000			10	
21.	Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993			10	
22.	Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003			10	
23.	Copyright Amendment Bill, 2017 [B13B-2017] ISBN 9781485138112			11	
24.	Expropriation Bill, 2020 [B23- 2020] ISBN 9781485137528			11	
25.	Climate Change Bill, 2022 [B9-2022] ISBN 9781485140948			11	
26.	Companies Act 71 of 2008 & Regulations ISBN 9781485150817			11	
27.	Competition Act 89 of 1998 & Rules ISBN 9781485140191			11	
28.	Consumer Protection Act 68 of 2008 & Rules and Regulations ISBN 9781485150145			11	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
29.	National Credit Act 34 of 2005 & Regulations ISBN 9781485138457			11	
30.	Tax Administration Act 28 of 2011 & Rules and Related Material ISBN 9781485150404			11	
31.	Constitution of the Republic of South Africa, 1996 ISBN 9781485140146			22	
32.	Promotion of Equality and Prevention of Unfair Discrimination Act 4 of 2000; Promotion of Access to Information Act 2 of 2000; Promotion of Administrative Justice Act 3 of 2000 & Related Material ISBN 9781485138761			11	
33.	Protection of Personal Information Act 4 of 2013 & Regulations ISBN 9781485138884			21	
34.	Insolvency Act 24 of 1936; Cross-Border Insolvency Act 42 of 2000 & Regulations ISBN 9781485133155			11	
35.	International Arbitration Act 15 of 2017; Arbitration Act 42 of 1965 ISBN 9781485126836			11	
36.	Magistrates' Courts Act 32 of 1944; Small Claims Courts Act 61 of 1984 & Rules ISBN 9781485151128			11	
37.	Maintenance Act 99 of 1998 & Regulations ISBN 9781485136255			11	
38.	Protection from Harassment Act 17 of 2011 & Regulations ISBN 9781485151005			11	
39.	Sheriffs Act 90 of 1986 & Regulations ISBN 9781485134770			11	
40.	Superior Courts Act 10 of 2013 & Rules ISBN 9781485150633			11	
41.	Criminal Procedure Act 51 of 1977 & Regulations ISBN 9781485150572			11	
42.	Prevention of Organized Crime Act 121 of 1998; Prevention and Combating of Corrupt Activities Act 12 of 2004 & Regulations ISBN 9781485150060			11	
43.	Protected Disclosures Act 26 of 2000 & Regulations ISBN 9781485134800			11	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
44.	Cybercrimes Act 19 of 2020 ISBN 9781485150558			11	
45.	National Environmental Management: Air Quality Act 39 of 2004; National Environmental Management: Waste Act 59 of 2008 ISBN 9781485136071			11	
46.	National Environmental Management: Protected Areas Act 57 of 2003 ISBN 9781485136095			11	
47.	Water Services Act 108 of 1997; National Water Act 36 of 1998 ISBN 9781485136149			21	
48.	National Environmental Management Act 107 of 1998 ISBN 9781485136163			11	
49.	Financial Advisory and Intermediary Services Act 37 of 2002 & Regulations ISBN 9781485137399			11	
50.	Financial Intelligence Centre Act 38 of 2001 & Regulations ISBN 9781485150374			11	
51.	Financial Markets Act 19 of 2012 & Rules and Regulations ISBN 9781485137986			11	
52.	Financial Sector Regulation Act 9 of 2017 & Regulations ISBN 9781485134510			11	
53.	Financial Sector Regulation Act 9 of 2017 & Regulations ISBN 9781485150305			11	
54.	Pension Funds Act 24 of 1956 & Regulations; General Pensions Act 29 of 1979; Government Employees Pension Law, 1996 (Proclamation 21 of 1996) ISBN 9781485150640			11	
55.	Basic Conditions of Employment Act 75 of 1997; National Minimum Wage Act 9 of 2018 & Regulations ISBN 9781485150947			30	
56.	Employment Equity Act 55 of 1998 & Regulations ISBN 9781485134336			11	
57.	Employment Services Act 4 of 2014 ISBN 9781485150329			11	
58.	Labour Relations Act 66 of 1995 & CCMA Related Material ISBN 9781485140528			22	
59.	Occupational Health and Safety Act 85 of 1993 & Regulations			40	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
	ISBN 9781485140528				
60.	Regulations in Terms of the Labour Relations Act 66 of 1995 ISBN 9781485150466			13	
61.	Rules in Terms of the Labour Relations Act 66 of 1995 9 ISBN 781485150657			11	
62.	Unemployment Insurance Act 63 of 2001 & Unemployment Insurance Contributions Act 4 of 2002 and Regulations ISBN 9781485150602			11	
63.	Disaster Management Act 57 of 2002 & Regulations and Frameworks ISBN 9781485140412			11	
64.	Guidelines in terms of the Disaster Management Act 57 of 2002 ISBN 9781485136606			11	
65.	Division of Revenue Act 50 of 2022 ISBN 9781485150343			11	
66.	Institution of Legal Proceedings against certain Organs of State Act 40 of 2002; State Liability Act 20 of 1957; Organised Local Government Act 52 of 1997 & Related Material ISBN 9781485140429			11	
67.	Intergovernmental Fiscal Relations Act 97 of 1997; Intergovernmental Relations Framework Act 13 of 2005 & Related Material ISBN 9781485140863			11	
68.	Local Government: Municipal Finance Management Act 56 of 2003 & Regulations ISBN 9781485138525			11	
69.	Local Government: Municipal Property Rates Act 6 of 2004; Municipal Fiscal Powers and Functions Act 12 of 2007 & Regulations ISBN 9781485139737			11	
70.	Local Government: Municipal Structures Act 117 of 1998; Preferential Procurement Policy Framework Act 5 of 2000; Local Government: Municipal Demarcation Act 27 of 1998 & Regulations ISBN 9781485150091			11	
71.	Local Government: Municipal Systems Act 32 of 2000 & Regulations			11	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
	ISBN 9781485138495				
72.	Spatial Planning and Land Use Management Act 16 of 2013 & Regulations ISBN 9781485136910			11	
73.	Mineral and Petroleum Resources Development Act 28 of 2002 & Related Material; Mineral and Petroleum Resources Royalty Act 28 of 2008; Mineral and Petroleum Resources Royalty (Administration) Act 29 of 2008 ISBN 9781485150275			11	
74.	Intellectual Property Law: Trade Marks Act 194 of 1993; Copyright Act 98 of 1978; Designs Act 195 of 1993; Counterfeit Goods Act 37 of 1997; Merchandise Marks Act 17 of 1941; Registration of Copyright in Cinematograph Films Act 62 of 1977; Performers' Protection Act 11 of 1967; Intellectual Property Rights from Publicly Financed Research and Development Act 51 of 2008 & Regulations ISBN 9781485106418			11	
75.	Patents Act 57 of 1978 & Regulations ISBN 9780702185236			11	
76.	Legal Practice Act 28 of 2014 & Rules and Regulations ISBN 9781485140825			11	
77.	Property Practitioners Act 22 of 2019 ISBN 9781485139317			11	
78.	Rental Housing Act 50 of 1999; Prevention of Illegal Eviction from and Unlawful Occupation of Land Act 19 of 1998; Extension of Security of Tenure Act 62 of 1997 & Regulations ISBN 9781485135821			11	
79.	Sectional Titles Act 95 of 1986; Sectional Titles Schemes Management Act 8 of 2011 & Regulations ISBN 9781485126584			11	
80.	Municipal Fiscal Powers and Functions Act 12 of 2007; Government Immovable Asset			11	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
	Management Act 19 of 2007; Money Bills Amendment Procedure and Related Matters Act 9 of 2009 & Regulations ISBN 9781485135838				
81.	Public Audit Act 25 of 2004 & Regulations ISBN 9781485140320			11	
82.	Public Finance Management Act 1 of 1999 & Regulations ISBN 9781485138716			21	
83.	Public Service Act, 1994 (Proclamation 103 of 1994); Public Administration Management Act 11 of 2014 & Regulations ISBN 9781485140481			11	
84.	Public policymaking Author: James E. Anderson Edition: 9th edition ISBN: 9780357659977			1	
85.	Research methods for business: a skill building approach Author: Roger Bougie, Uma Sekaran Edition: 8th ISBN: 9781119561224			1	
86.	The strategic management process: A South African perspective Author: J. A. A. Lazenby Edition: 3rd ISBN: 9780627039027			1	
87.	Research Design: Qualitative, Quantitative, and Mixed Methods Approaches Author(s): John W. Creswell, J. David Creswell ISBN: 9781071817940 Edition: 6th			1	
88.	Introduction to research Authors: Jakoet-Salie A, Brynard DJ, Hanekom SX, Brynard PA Edition: 4th ISBN: 9780627038952			1	
89.	Principles of supply chain management: A balanced approach Authors: Joel D. Wisner, Keah-Choon Tan, G. Keong Leong Edition: 6th ISBN: 9780357715604			1	
90.	Fundamentals of risk management: understanding, evaluating and implementing effective enterprise.			1	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
	Authors: Clive Thompson and Paul Hopkin Edition: 6th ISBN: 9781398602861				
91.	Purchasing and supply management. Author: J.A. Badenhorst-Weiss, J.O. Cilliers, W. Dlamini, I.M. Ambe Edition: 7th ISBN: 9780627035470			1	
92.	Managing human resource development: a strategic learning approach. Authors: Marius Meyer, M Katz, G Knoke, J Ludike, B Nel, HWE Schenk, SA Smith, J Van Niekerk, R Wolfson Edition: 5th ISBN: 9780409125689			1	
93.	Multiple-choice questions for introduction to business management. Authors: Sharon RudanskyKloppers; Johan Strydom Edition: 3rd ISBN: 9780190411510			1	
94.	Performance management: A contemporary South African perspective. Authors: Moosa M, Meyer M Edition: 1st ISBN: 9780627037429			1	
95.	Stating out with visual C Authors: Tony Gaddis Edition: 4th ISBN: 9781292163215			1	
96.	Principles of business information systems Authors: R. Stair, G. Reynolds, T. Chesney Edition: 4th ISBN: 9781473774605			1	
97.	Buried flexible steel pipe. Authors: William R. Whidden Edition: 4th ISBN: 9780784410585			1	
98.	Concrete pressure pipe M9 Authors: AWWA Edition: 3rd ISBN: 9781583215494			1	
99.	Cloud computing: concepts, technology and architecture Authors: Zaigham Mahmood,			1	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
	Ricardo Puttini, Thomas Erl Edition: 1st ISBN:9780133387568				
100.	A Guide to the Project Management Body of Knowledge (PMBOK® Guide). Author: Project Management Institute Edition: 7th ISBN: 9781628256642			1	
101.	Employment relation in South African: A psychological perspective. Authors: M.A. Matjie Edition: 1st ISBN: 97806270403802			1	
102.	Fundamentals of South African Income Tax 2023. Authors: Carpenter Edition: 2023 ISBN: 978888964187			1	
103.	Management 4th South African edition Author: Zindiwe, Stan ISBN: 9780195995602			1	
104.	Principles of General Management: A Responsible Approach for Southern Africa Authors: Tersia Botha, Cecile Nieuwenhuizen, Sipho Makgopa Edition: 1st ISBN: 9781485130772			1	
105.	Auditing Notes for South African Students Authors: Rob Jackson, W Stent, A. Adams, C Roets, G Richard, S West Edition: 12th ISBN: 9780639009544			1	
106.	Organisational behavior- A contemporary South African perspective Authors: Werner A, Bagraim J, Cunningham P, Sukdeo M & Viedge C Edition: 5th ISBN: 9780627037405			1	
107.	Knowledge Management - Systems And Processes (Hardcover, 2nd New Edition) ISBN 9780765639158			1	
108.	FIDIC Short Form of Contract Authors: FIDIC Edition: 2nd ISBN: 9782884321204			6	
109.	FIDIC Conditions of Contract for Construction Authors: FIDIC Edition: 2nd			6	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
	ISBN: 9782884320849				
110.	FIDIC Conditions of Contract for EPC/Turnkey Projects Authors: FIDIC Edition: 2nd ISBN: 9782884320832			6	
111.	FIDIC Conditions of Contract for Plant & Design Build Contract Authors: FIDIC Edition: 2nd ISBN: 9782884320825			6	
112.	Implementing SAP® CRM: The Guide for Business and Technology Managers Author: Vivek Kale Edition: 1st ISBN: 9781482231427			1	
113.	Design Innovation and Network Architecture for the Future Internet Authors: Boucadair Mohamed, Jacquenet Christian Edition: 1st ISBN: 9781799876465			1	
114.	Occupational Health and Safety Act No. 85 of 1993 and Regulations Revised Author: LexisNexis Editorial Staff Edition: 24th ISBN: 9781776177950			220	
115.	Knowledge Management in Organizations : A critical introduction ISBN 9780198724018			1	
116.	Knowledge Management in Theory and Practice, fourth edition ISBN 9780262048125			1	
117.	Principles of Knowledge Auditing: Foundations for Knowledge Management Implementation ISBN 9780262545037			1	
118.	The Knowledge Manager's Handbook: A Step-by-Step Guide to Embedding Effective Knowledge Management in your Organization ISBN 9780749484606			1	
119.	Recent Advances in Knowledge Management ISBN 9781839699436			1	
120.	Introduction to business management ISBN 9780190745769			1	
121.	PMBOK ISBN 9781628256642			2	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
122.	Silke: South African Income Tax 2023 ISBN9781776174768			1	
123.	Research Design - 5th Edition ISBN 9781506386768			1	
124.	Qualitative Inquiry and Research Design ISBN 9781506330204			1	
125.	Introduction to Quantitative Research Methods An Investigative Approach ISBN: 9780761968047			1	
126.	Assessment centres: unlocking people potential for growth: Sandra Schlebusch and Gert Roodt: 9781869227982			10	
127.	Developing organizational simulations: a guide for practitioners, students, and researchers, 2nd edition: George C. Thornton III, Rose A. Mueller-Hanson, Deborah E. Rupp: 9781138119291			10	
128.	Assessment centers in human resource management: strategies for prediction, diagnosis, and development: George C. Thornton III, Deborah E. Rupp: 9780805851250			10	
129.	Assessment center perspectives for talent management strategies: George C. Thornton III, Deborah E. Rupp, Brian J. Hoffman: 9781848725058			10	
130.	Assessment centres and global talent management: Nigel Povah, George C. Thornton Iii: 9781409403869			10	
131.	How to make your salary work for you: a guide to financial freedom: Percy Singo: 9780796114860			4	
132.	Financial Times guide to making the right investment decisions: how to analyse companies and value shares (the ft guides) 2nd edition: Michael Cahill: 9780273729846			2	
133.	Making money out of property in South Africa: Jason Lee: 9781776094356			2	
TOTAL					
VAT					

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
TOTAL [VAT INCLUDED]					

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
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).

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:

.....

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.

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:

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;

3.4 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.

3.5 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.

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

Page 15 of 17

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: