RAND WATER	REQUEST FOR QUOTATION SERVICES	Form No: RW SCM 00016 F Revision No: 11 Effective Date: 1 Aug 2026

BID NUMBER:	10420435	**CLOSING DATE:**	03 November 2026	**CLOSING TIME:**	23H59 PM
DESCRIPTION:	**Independent Audits: Water Quality Sampling, testing and reporting of SANS241:2015 parameters monthly for 24 months on five Rand Water's Distribution samples**				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	**BRIEFING SESSION VENUE**	N/A		
ISSUE DATE	**27 October 2026**				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

BUYER		**SOURCING MANAGER**	
CONTACT PERSON	pitholen@randwater.co.za	**CONTACT PERSON**	Ntikane Radebe
TELEPHONE NUMBER	016 430 8837	**TELEPHONE NUMBER**	011 682 0208
E-MAIL ADDRESS (Submissions must be made to this address)	pitholen@randwater.co.za	**E-MAIL ADDRESS**	**nradebe@randwater.co.za**

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
PHYSICAL ADDRESS				
TELEPHONE NUMBER	**CODE**		**NUMBER**	
CELLPHONE NUMBER				
E-MAIL ADDRESS 1				
E-MAIL ADDRESS 2				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	**TAX COMPLIANCE SYSTEM PIN:**		**CENTRAL SUPPLIER DATABASE No:**	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐Yes ☐No		**B-BBEE STATUS LEVEL SWORN AFFIDAVIT** (EMEs and QSEs)	[TICK APPLICABLE BOX] ☐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.
- Responses that fail to meet pre-qualifying criteria stipulated (where applicable) will not be further evaluated.
- Rand Water will provide any clarifications / addenda / extension of closing date by no later than one (1) calendar day before the closing date.

Bidder's signatures confirmation checklist

All bidders are required to ensure that this RFQ document is duly completed and signed.

Below are declarations which must be duly completed and signed:

Item	Description	Signed (Yes or No)
5	SBD4	
4.2.2	Company's Resolution Letter	
7	Authorization	

1. SCOPE OF WORK

Specifications/Scope of Work

Rand Water requires an ISO 17025 accredited laboratory to conduct analyses for all SANS 241:2015 parameters (45 parameters SANS, indicated in table below) monthly for 24 consecutive months. Of the five samples taken per month, one sample will be monitored for Cryptosporidium and Giardia, this will be the furthest sample point in the distribution network.

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

The objective of the work is to conduct sampling in Rand Water's distribution sampling points, analyse for all SANS 241:2015 parameters and four additional parameters (45 parameters) and provide a report monthly for 24 months.

The scope of work is as follows:

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

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

This work is for a 24 months' period, five samples per month, measuring all SANS241:2015 parameters (see table below for parameters). Cryptosporidium and Giardia are to be monitored on only one sample per month (not 5 samples as per the other parameters).

Sample points are to be selected by the successful laboratory randomly in Rand Water's distribution network ensuring that proper representation is achieved throughout the 24 month's period. Rand Water will provide the list and locations of sample points and assist where necessary.

The flow of work will be as follows:

- The identified credible and SANAS ISO 17025 accredited laboratory will meet with Rand Water for a kick off meeting.
- Rand Water will provide a list of sample points and locations to the successful service provider (SANAS ISO 17025 accredited laboratory)
- Identified credible and SANAS ISO 17025 accredited laboratory will select 5 sample points with consultation from Rand Water each month. A list of the selected points will be sent to Rand Water for approval and
- alternative sample points will be offered where necessary. During the 24 months cycle no sample should be sampled / tested more than once. Rand Water sample points are in areas indicated in the table below. The furthest sample point is approximately 200 km from the Rand Water meeting point (Rand Water Zwartkopjes). The service provider must take this into account and ensure that the microbiological and other samples are taken, stored properly, and analysed within acceptable time.
- Sampling and testing will be conducted on an agreed date by Rand Water and the identified credible and SANAS accredited laboratory using SANAS accredited methods.
- The service provider will transport the samples in an appropriate vehicle (closed car / closed bakkie) that can fit sample cooler boxes. Samples must be stored in cooler boxes, for microbiological samples ice packs must be used.
- The identified laboratory will communicate the results via a report with Rand Water within 14 working days' turnaround times. This excludes results for protozoa (Cryptosporidium and Giardia). The final analytical report should be signed off by the designated technical signatory and sent to Rand Water through email. The final analytical report should be submitted together with or promptly followed by the invoice for services rendered by the service provider.

Results that do not comply with SANS 241 requirements should be confirmed (re-tested) except for microbiological analyses. Where Rand Water's results and that of the external laboratory significantly differ, both labs will be required to analyse the sample again to confirm the results. The reanalyses samples will be collected and delivered by Rand Water's WQSS personnel.

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

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

SUMMARY OF EVENTS

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

   laboratory to deliver the samples.
7. At the laboratory: All five samples are tested for all parameters EXCEPT for Cryptosporidium and Giardia. Only one sample (the furthest sample point) will be tested for Cryptosporidium and Giardia.
8. Laboratory to email a report within 14 days' turnaround time followed by an invoice.
9. Laboratory to resolve any Rand Water queries regarding the results within reasonable time.

EXPLANATION OF EVALUATION CRITERIA / RETURNABLES

Previous Related Experience

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

- How many relevant companies the respondents have worked for?

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

Human Resource Capacity (Qualification and experience dimensions).

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

1. Field work capacity

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

2. Laboratory work capacity:

- Competent (qualification and experience) analysts to conduct all analysis (microbiological, physical and chemical analyses). Provision for this requirement is made under the SANAS accreditation framework. In instances where there is a method that is not accredited, such as the chlorine measurement method, a calibration/verification certificate of the testing instrument must be provided
- Number of analysts: this gives an indication on whether the respondent can conduct work within required time and has analysts who can perform all types of analyses (microbiological and chemical).
- For how long the company has been conducting these analyses

3. For outsourced analysis:

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

Equipment Resource Capacity

The purpose is to establish an overall picture of the company's equipment resource capacity and ability to undertake the work and will therefore be services/goods specific.

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

Field work equipment capacity

- Closed bakkie/ car that can fit sample cooler boxes
- Sample cooler boxes with cooler or ice packs for microbiological samples to store samples

- Field instruments (free chlorine, monochloramine and or total chlorine)

Laboratory work equipment capacity

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

For outsourced analysis:

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

Project Programme

This is a work breakdown structure / Gantt chart indicating what will be done and when. This will be similar for each month during the total 24 months period. The programme should indicate the activities and time frames i.e:

- Selection of sample points each month
- Traveling between workplace and sample point and laboratory
- Sampling time
- Samples to be taken and delivered to the laboratory within 8hrs
- Analyses time
- Reporting time
- How will queries/ discrepancies and non-conformities be resolved and the time

PARAMETERS TO BE ANALYSED FOR:

See table below:

Determinand	Measurement Units	Risk
Microbiological Determinands		
E.coli	mpn per 100ml	Acute Health
Total Coliforms	mpn per 100ml	Operational
Heterotrophic Plate Count	cfu per 1ml	Operational
Cryptosporidium spp.	org/10L	Acute Health
Giardia spp.	org/10L	Acute Health
Somatic Coliphages	count per 10ml	Operational
Physical and Aesthetic Determinands		
Colour	mg/L as Pt-Co	Aesthetic
Conductivity	mS/m	Aesthetic
Total Dissolved Solids	mg/L as Pt-Co	Aesthetic
Turbidity	NTU	Operational
Turbidity	NTU	Aesthetic
pH	pH Units	Operational
Chemical Properties		
Macro Determinands		
Ammonia	mg/L as N	Aesthetic
Chloride	mg/L as Cl	Aesthetic
Free Chlorine	mg/L as Cl_2	Chronic Health
Monochloramine	mg/L as Cl_2	Chronic Health
Fluoride	mg/L as F	Chronic Health
Nitrate	mg/L as N	Acute Health
Nitrite	mg/L as N	Acute Health
Combined Nitrate plus nitrite	mg/L as N	Acute Health
Residual disinfectant	mg/L	Operational
Sodium	mg/L as Na	Aesthetic
Sulphate	mg/L as SO_4	Aesthetic
Sulphate	mg/L as SO_4	Acute Health
Zinc	mg/L as Zn	Aesthetic
Micro Determinands		
Aluminium	µg / L as Al	Operational
Antimony	µg / L as Sb	Chronic Health
Arsenic	µg / L as As	Chronic Health
Barium	µg / L as Ba	Chronic Health
Boron	µg / L as B	Chronic Health
Cadmium	µg / L as Cd	Chronic Health
Chromium (Total)	µg / L as Cr	Chronic Health
Copper	µg / L as Cu	Chronic Health
Cyanide (Recoverable)	µg / L as CN	Acute Health
Iron	µg / L as Fe	Chronic Health
Iron	µg / L as Fe	Aesthetic
Lead	µg / L as Pb	Chronic Health
Manganese	µg / L as Mn	Chronic Health
Manganese	µg / L as Mn	Aesthetic
Mercury	µg / L as Hg	Chronic Health
Nickel	µg / L as Ni	Chronic Health
Selenium	µg / L as Se	Chronic Health
Uranium	µg / L as U	Chronic Health
Organic Determinands		
Total Organic Carbon	mg/l	Chronic Health
Phenols as C_6H_5OH	µg / L	Aesthetic
Chloroform - $CHCl_3$	µg / L	Chronic Health
Bromoform - $CHBr_3$	µg / L	Chronic Health
Dibromochloromethane $CHBr_2Cl$	µg / L	Chronic Health
Bromodichloromethane - $CHBrCl_2$	µg / L	Chronic Health
Combined Trihalmethanes	µg / L	Chronic Health
For monitoring/compliance purposes only		
Calcium	mg/L as Ca	Aesthetic
Hardness	mg/L as $CaCo_3$	Operational
Magnesium	mg/L as Mg	Aesthetic
Potassium	mg/L as K	Aesthetic

Risk	Required Compliance to SANS 241:2015 (%)	Overall Compliance - SANS241
Acute Health Microbiological	99.00%	
Acute Health Chemical	99.00%	
Chronic Health	97.00%	
Aesthetic	95.00%	
Operational	95.00%	

2. AWARDING STRATEGY

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

3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

3.1. Test for Responsiveness/ Pre- qualification

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

3.1.2. Must provide proof of laboratory accreditation and proof of all ISO 17025 accredited methods. 70% of SANS 241 methods must be accredited (31 out 45 parameters).

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

3.1.4. Respondents must be accredited laboratories only. IF subcontracting, subcontracting can be to ONLY TWO laboratories that are ISO 17025 accredited HOWEVER, the respondent must conduct more analyses in-house (60% or more of the analyses or parameters outlined in this document). Competency in conducting drinking water sampling and field analyses (free chlorine and monochloramine): Proof = sampling method and field instrument used: For field instruments proof can be: instrument manual for field testing or procedure used

3.2. Functionality evaluation (BID SPECIFIC)

Bid submissions will be evaluated on the criteria outlined in items (1-4) below. Each Item (1 to 4) has an assigned “Weight” and “Rating” scale. During the evaluation process, Bidders shall be assigned a “Rating” for each item in 1 to 4.

The maximum “Score” that a Bidder can achieve will be equal to the “Weight” for a particular item. The Total Scores of each functionality criterion will be multiplied by its weight and then the total score summed up to a total score out of 100.

A detailed description of the “Rating” scales and associated adjudication documentation are as follows:

ADJUDICATION / FUNCTIONALITY CRITERIA	WEIGHT
Previous Related Experience (as per the scope of work)	25

ADJUDICATION / FUNCTIONALITY CRITERIA	WEIGHT
Signed reference letter on referee's company letter head with a description of a project, contactable contact details, project start date, project end date, and contract value or Completion Certificate. The rating of this item is based on a four-point scale: • None = 0 % - No submission or not relevant to scope of work • Weak = 33.3% - 1 Company reference • Moderate = 66.7% - 2 Company references • Good = 100% - 3 or more Company references	
Human Resource Capacity Adjudicated based on Human Resource Capacity Schedule required for the execution of the scope of work. The purpose is to establish an overall picture of the company's project team capacity as per scope of work and ability to undertake the work. **Required Human Resource capacity (end user to list)** **a) Laboratory supervisor/manager** **b) Competent Sampler** **c) Analyst(s)** **d) Financial manager/administrator** The rating of this item is based on a four-point scale. • None = 0 % - No submission or not relevant to scope of work • Weak = 33.3% - Company organogram not reflecting the resource needs for the scope of work • Moderate = 66.7% - Company organogram partially addressing the resource needs for the scope of work • Good = 100% - Company organogram adequately addresses the resource needs for the scope of work	25
Equipment Resource Capacity *Adjudicated based on Equipment Resource Capacity (*Plant, Equipment, vehicles, computers, software's etc.) The purpose is to establish an overall picture of the company's equipment resource capacity related to scope of work and ability to undertake the work. The rating of this item is based on a four-point scale: **Required Equipment Resource capacity** **a) Necessary laboratory equipment for analyses** **b) Sampling vehicle** **c) Handheld field analyses device to test for Free Chlorine, Monochloramine, and Total Chlorine)** **d) Computer/laptop** **e) Microsoft** The rating of this item is based on a four-point scale.	25

ADJUDICATION / FUNCTIONALITY CRITERIA	WEIGHT
• None = 0 % - No submission or not relevant to scope of work • Weak = 33.3% - Minimal capacity in relation to the scope • Moderate = 66.7% - Capacity meets the scope requirements with some gaps • Good = 100% - Capacity meets the scope requirements	
Work Breakdown / Schedule / Project Programme Aligned with Contractual requirements, credible and acceptable **Proposed Duration Date: (24 months)** **Project Duration: End user to provide estimated** The rating of this item is based on a four-point scale: • None = 0 % - No submission or not relevant to the scope of work • Weak = 33.3% - The work breakdown/ schedule / project program is submitted with no project duration. • Moderate = 66.7% - The work breakdown/ schedule / project program is submitted with duration not within estimated project timelines. • Good = 100% - The work breakdown/ schedule / project program is submitted and has a clear indication of the duration and within estimated project timelines. .	25
TOTAL	**100**

Responses are required to meet a **minimum of 70 percent** to be further evaluated.

3.3. PREFERENTIAL POINT SYSTEM

The (80/20) Preferential Point System will be used to evaluate price and specific goal on received written price quotations. Where 80 will be allocated for Price and 20 for the Specific goals.

3.3.1. PRICING SCHEDULE

The Supplier must complete the following pricing schedule:

	MILESTONES / LINE ITEMS	***Estimated delivery period*** *(where applicable)*	***UNIT PRICE*** *(where applicable)*	***QUANTITY*** *(where applicable)*	***COSTING***
1.	**Sample collection & analysis on 5 water samples monthly for year 1**	Monthly		60	
2.	**Sample collection & analysis on 5 water samples monthly for year 2**	Monthly		60	

	MILESTONES / LINE ITEMS	***Estimated delivery period*** *(where applicable)*	***UNIT PRICE*** *(where applicable)*	***QUANTITY*** *(where applicable)*	***COSTING***
3.					
4.					
5.					
6.					
7.					
SUB TOTAL EXCLUSIVE OF VAT					
VAT OR OTHER APPLICABLE TAXES (WHERE APPLICABLE)					
TOTAL INCLUSIVE OF ALL TAXES					

*Failure to price **all items** will result in disqualification.*

It is the bidder's responsibility to be registered for Value-Added Tax (VAT) with South African Revenue Services (SARS), where applicable. Rand Water shall not be held liable for any claims, losses, or additional costs arising from Bidder's failure to register for VAT or to comply with any VAT related obligations. All prices submitted are deemed to include all applicable taxes, duties and statutory obligations.

Bidders who submit their bid and of which the offer amount excludes Value Added Tax, shall not be allowed to charge VAT nor add any VAT after award of the Bid/Contract. To the extent that any tax is the responsibility of the Bidder, such a Bidder agrees that they will not, under any circumstances, pass through the obligation to pay any such tax to Rand Water.

3.3.2. *SPECIFIC GOALS*

Rand Water specific goals are 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 points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders will not be disqualified from the bidding process for not submitting a SANAS accredited B-BBEE certificate or sworn affidavit for QSE or EME or the dtic B-BBEE certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of maximum of 20 for B-BBEE.

4. RETURNABLE DOCUMENTS

4.1. Returnable Document/s Used for Scoring

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

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

4.1.2. Functionality evaluation supporting documents.

4.2. Compulsory Returnable Documents

4.2.1. Completed and signed SBD 4 Form (Declaration of Interest)

4.2.2. Company Resolution Letter (Proof of authority)

5. BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……
……

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ……., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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 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.

3.6 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……...

Designation Name of bidder

6. GENERAL TERMS AND CONDITIONS

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

1. DEFINITIONS

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

1.1. **"PURCHASE ORDER"** means a formal document issued by Rand Water to a Bidder detailing the products or services agreed upon for purchase at specified prices.

1.2. **"DELIVERY"** means delivery in accordance with the conditions of the Purchase Order at the stated delivery point.

1.3. **"FAILURE"** means any instance where the Bidder does not deliver the goods in accordance with the requirements, specifications, timelines, or standards set out in the Purchase Order, including but not limited to:

1.3.1. Non-delivery or incomplete delivery of the goods;

1.3.2. Delivery of goods that are defective, deficient, damaged, or not in compliance with agreed specifications;;

1.3.3. Failure to meet the fixed timeframes or delivery dates stipulated in the Purchase Order;

1.3.4. Failure to replace or rectify goods rejected by Rand Water within the prescribed period;

1.3.5. Any breach of essential obligations under the Purchase Order that endangers the quality of the goods; and

1.3.6. Failure to comply with applicable laws, regulations or contractual requirements.

1.4. **"SUPPLIES"** means any services, equipment, goods, items or materials to be delivered by the Bidder in terms of the Purchase Order

1.5. **BIDDER"** means the party appointed by Rand Water and with whom Rand Water places the Purchase Order.

2. SPECIFICATIONS

2.1. The Bidder shall ensure that the goods 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.

2.2. Rand Water shall be entitled to inspect and reject any goods that are defective, incomplete, damaged, or that deviate from the agreed specifications within seven (7) days after delivery. Any goods so rejected shall, at the Bidder's own cost, be promptly replaced or rectified to the satisfaction of Rand Water. Rand Water shall not be liable for any costs associated with the return, replacement or rectification of such goods.

3. 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.

4. DELIVERY TIME OR DATE

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

5. PURCHASE ORDER

5.1. In terms of this order Rand Water undertakes to procure, and the Bidder undertakes to supply the products as contained on the Purchase Order. This however, does not prohibit Rand Water to procure additional products/, and or to procure the same/similar products, from any other Bidder.

5.2. The Purchase Order number stated in the Purchase Order shall be indicated clearly on all documentation to be issued by either party to the other.

6. DISPATCH OF SUPPLIES

6.1. Rand Water shall not be responsible for any risk in and to the goods before delivery of such goods has taken place. The Bidder shall bear all risk, liability and responsibility for the goods until such time as delivery has been duly made, completed and confirmed in accordance with the Purchase Order requirements.

7. LIABILITY FOR COSTS, DAMAGES OR EXPENSES

7.1. Rand Water may deduct all costs, damages or expenses, or any other amount for which the Bidder is liable in terms of the Purchase Order, from monies due to or becoming due to the Bidder in terms of any subsequent Purchase Orders or the contract between the Bidder and Rand Water. Rand Water is herewith irrevocably and *in rem suam* ("for one's own benefit") authorized.

8. PENALTY AND PERFORMANCE CLAUSE

8.1. Should the Bidder fail to perform and make delivery in terms of the Purchase Order, exception of Force Majeure specified in Clause 12, Rand Water shall be entitled to impose a penalty, which shall be deducted from the payment statement. The imposition of such penalty shall not relieve the Bidder from its obligation to complete delivery of the goods or from any of its obligations and liabilities under the Purchase Order.

8.2. Every day, following the day on which a Failure arose ("day 1") if that Failure persists without being rectified, shall be deemed a new incidence of a Failure for which the Bidder shall incur a penalty deduction.

9. FORCE MAJEURE

9.1. Any Force Majeure event experienced by the Bidder 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 Bidder becoming aware of such circumstance. Force Majeure event means:

1.1.1. natural disasters;

1.1.2. war, act of foreign enemies;

1.1.3. riot, civil commotion;

1.1.4. strike, lockout, other labour disturbance (including those involving the Bidder's employees); or

10. GUARANTEE

10.1. Save for consumables, the Bidder guarantees that all goods, including the workmanship and materials and any components thereof will be free of any defects in design, material, and manufacture for a period of at least 12 (twelve) months after the acceptance thereof by Rand Water. Reasonable wear and tear will be accepted.

10.2. Should any defect or deficiency in the goods become apparent within this period, Rand Water shall notify the Bidder in writing, and the Bidder shall, at its own cost, promptly replace, repair, or rectify the goods to the satisfaction of Rand Water.

10.3. Any goods replaced or repaired under this clause shall carry the same guarantee period of twelve (12) months from the date of Rand Water's acceptance of the corrected goods.

11. PAYMENT

11.1. Rand Water does not allow advance payments to the Bidder.

11.2. 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.

11.3. Payments shall be affected within 30 (thirty) days after submission of the Bidder's monthly statement.

11.4. Rand Water shall endeavour to make payment within 30 (thirty) days from date of monthly statement, and the date of the aforesaid monthly statement should reflect the last day of the month wherein the services being invoiced were rendered.

1.1.5. any other circumstances beyond the control of the Bidder and which in the absence of this paragraph will operate to frustrate the timeous delivery of the item.

12. WARRANTY

12.1. The Bidder warrants that all goods 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.

12.2. If Rand Water finds the warranted goods require repair, replacement, or correction, Rand Water shall so inform the Bidder in writing and the Bidder shall promptly and without expense to Rand Water replace, repair, or satisfactorily correct the goods to the satisfaction of Rand Water.

12.3. Any goods, services or parts thereof that are repaired, replaced, or corrected under this clause, shall also be subject to the provisions of this Clause and the warranties for such goods or parts thereof shall extend for twelve (12) months from the date of Rand Water's final acceptance of such corrected goods.

12.4. The Bidder further warrants the goods will meet the agreed specifications and will be suitable for the purpose intended. These warranties shall survive inspection, acceptance and payment. Goods that do not conform to the above warranties may, at any time within 12 (twelve) months after delivery to Rand Water, be rejected and returned to the Bidder, and if Rand Water has incurred any expenses as a result thereof, Rand Water will be entitled to recover such expenses from the Bidder.

13. 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 Bidder. If the Purchase Order is so terminated, then, within thirty (30) days following the Bidder's receipt of the termination notice, the Bidder shall submit a claim for equitable adjustment. Rand Water shall be obligated to pay only for goods satisfactorily delivered and accepted prior to the termination date. No payment shall be due in respect of undelivered or defective goods.

14. 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 Bidder:

i. fails to deliver in terms of the Purchase Order or perform the services within the time specified;
ii. ii. fails to make sufficient progress with the work, thereby endangering completion of performance within the time pecified; or
iii. iii. 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 Bidder does not cure the failure within ten (10) days after receiving the notice of such failure.

15. CONFIDENTIALITY

The Bidder shall treat all information, documentation, and data received from Rand Water as confidential and shall not disclose or use such information for any purpose other than fulfilling its obligations under the Purchase Order, unless required by law or with Rand Water's prior written consent.

16. INSURANCE AND IDEMNITY

The Bidder shall, at its own cost, maintain adequate insurance coverage, including professional indemnity, for the duration of the Purchase Order. The Bidder indemnifies and holds Rand Water harmless against any claims, damages, losses, or expenses arising from the Bidder's delivery, non-delivery or defective delivery of goods, including any breach of the Purchase Order, negligence, or failure to comply with applicable laws and regulations.

17. COMPLIANCE WITH LAWS

The Bidder shall comply with all applicable laws, regulations and Rand Water's procurement policies and procedures in supplying and delivering the goods under the Purchase Order.

18. GOVERNING 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 Bidder hereby irrevocably submits but without prejudice to Rand Water's right to take proceedings against the Bidder in other jurisdictions.

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20. AMENDMENT OF PURCHASE ORDER

20.1. No amendment or variations to the Purchase Order shall be permitted without the written approval of Rand Water.

20.2. No price adjustments shall be accepted unless stipulated in the quotation document received. The Bidder shall be obliged to supply the goods on the quoted prices, if the Purchase Order was placed within valid time of quotation.

21. 23. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

21.1. 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.

21.2. 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.

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23. PROTECTION OF PERSONAL INFORMATION

Rand Water will process all information by the Bidder in terms of the requirements contemplated in Section the Protection of Personal Information Act as well as its Data Protection and Privacy Policy.

24. AUTHORITY TO BIND PARTIES

No Purchase Order, contract, amendment, or variation shall be valid, binding, or enforceable unless duly signed by the delegated authorities of both Rand Water and the Bidder. Each party warrants that its delegated authority has been properly appointed and vested with the necessary power to bind that party. Any Purchase Order, contract, amendment, or variation not signed by such delegated authorities shall be deemed invalid and of no effect

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7. AUTHORIZATION

Bidder:

SIGNED at----------on ----------

For and on behalf of Supplier

Who warrants being duly authorized

Name:

Designation