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

BID NUMBER:	10419313	**CLOSING DATE:**	20 November 2026	**CLOSING TIME:**	**23:59pm**
DESCRIPTION:	**OCCUPATIONAL HYGIENE SURVEYS AT RAND WATER RIETVLEI & FACILITIES AREAS AT VARIOUS RAND WATER SITES**				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	**N/A**	**BRIEFING SESSION VENUE**	**N/A**		
ISSUE DATE	**12 November 2026**				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

BUYER		**SOURCING MANAGER**	
CONTACT PERSON	**Nkululeko Mkhabela**	**CONTACT PERSON**	**Ntikane Radebe**
TELEPHONE NUMBER	**011 682 7223**	**TELEPHONE NUMBER**	**011 682 0208**
E-MAIL ADDRESS (Submissions must be made to this address)	nmkhabel@randwater.co.za	**E-MAIL ADDRESS**	**radebe@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

AREAS TO BE SURVEYED ARE AS FOLLOWS (From Head Office, 522 Impala Road, Glenvista):

- Zwartkopjes – 10 km
- Vereeniging – 60 km
- Zuikerbosch – 65 km
- EMS Nursery – 10 km
- Forest Hill – 6km

A. ERGONOMICS

Introduction-

The survey aims to conduct an ergonomics assessment to identify incorrect basic man-machine relationships, which cause worker fatigue and stress and result in risks or unsafe conditions, and ensure legal compliance with relevant legislation. (Occupational Health & Safety Act 85 of 1993 - Ergonomics Regulations, 2019, read with section 2(1) of the General Safety Regulations).

Scope of work-

Ergonomics assessment will include all Rietvlei offices, workshops, and satellite sites.

The service provider shall render services in full with necessary detail, notwithstanding any omission or inconsistency in the scope of work. The service provider must provide their own equipment.

Areas

The scope of work covers the following:

Sites	Areas
Zwartkopjes	Corporate Conference – boardrooms, ablutions, storerooms The two tuck shops Hostel kitchen and offices Barracks kitchen, ablution blocks, and offices Liquor outlet and its offices Food Handlers Employees doing mainly administrative work Bottling plant, offices, and the warehouse Cleaners Academy offices.
EMS	EMS employees, including ride on mowers operators EMS Nursery employees, including brush cutter operators EMS offices Chemical stores
Vereeniging	Kitchen; boardrooms and offices Tuck shop, 2 x Bars Rec-club and gym Offices and boardrooms Ablution blocks Food Handlers Employees doing mainly administrative work Cleaners

Zuikerbosch	Academy training center, offices, and ablution blocks Rec-club, bar, gym, and ablutions Kitchen, storerooms, offices, and ablutions Liquor outlet, Tuck shop, The offices, including Lefa's office block. Cleaners
Rietvlei	Petrol attendant. Protective Services guard house and office block for Rietvlei. Admin block at the pool car area. Printing employees Cashiers in the Canteen Cooks/Chefs/kitchen aides in the Canteen Waiters Storerooms Plant rooms/control room Offices, boardrooms, and open plans Cleaners SCM and Innovation containers at the main gate.
Forest Hill	Office, ablution blocks, green area room Cleaners Protective Service guard house

The Service Provider shall comply with the following:

Law Provision-

The service provider shall comply with the following legislation and/or the relevant sections of such legislation when conducting its business:

(Occupational Health & Safety Act 85 of 1993 - Ergonomics Regulations, 2019 read in conjunction with section 2(1) of the General Safety Regulations).

Occupational Health and Safety Act, Act 85 of 1993, Facilities Regulations

National Building Regulations and Building Standards Act 103 of 1977 Section 17 (1)

SABS Standards:

SABS 0400: Code of practice for the application of the National Building Regulations

B. VENTILATION

Introduction

This survey aims to assess the suitability of the existing Ventilation System(s) in the building, to see whether sufficient fresh air is being delivered into areas where employees work, and to determine whether the statutory requirements set out in terms of the Occupational Health and Safety Act, Act no.85 of 1993, are being met.

Scope of work

Ventilation assessment will include:

All offices in the Rietvlei main building, guardhouse, and containers at the main gate.

EMS Nursery Chemical store.

EMS block, Protective Services guard house and office block (day and night)

EMS Nursery

Zwartkopjes Corporate Conference and the two tuck shops

The Academy center is situated at Zuikerbosch

Zuikerbosch kitchen, rec-club, liquor outlet, and offices

Forest Hill Offices

Vereeniging kitchen and offices.

The service provider shall render services in full with necessary detail, notwithstanding any omission or inconsistency in the scope of work. The service provider must provide own calibrated equipment. The certificates will be required.

Specification -

The scope of work covers the following:

- All offices in the Rietvlei main building.
- EMS Nursery chemical store.
- EMS block, Protective Services guard house and office block (day and night)
- EMS Nursery
- Zwartkopjes Corporate Conference and the two tuck shops
- Academy center is situated at Zuikerbosch
- Zuikerbosch kitchen, rec-club, liquor outlet and offices
- Forest Hill Offices
- Vereeniging kitchen and offices

The Service Provider shall comply with the following:

Law Provision

The service provider shall comply with the following legislation and/or the relevant sections of such legislation when conducting its business:

Occupational Health and Safety Act, Act 85 of 1993, Environmental Regulations for workplaces (Reg. 5)

National Building Regulations and Building Standards Act 103 of 1977 Section 17 (1)

SABS Standards:

SANS 10400-2004: The application of the National Building Regulation Part 01

C. ILLUMINATION

Introduction

The purpose of conducting the illumination assessment is to determine if lighting quality & intensity are at or above the Lux limit, regardless of whether natural & artificial lighting is present, and ensure legal compliance with relevant legislation. (Occupational Health & Safety Act 85 of 1993 Environmental Regulations for workplaces – Reg. 3 -Lighting)

Scope of work

Illumination assessment will include:

Rietvlei main building offices, open plan areas, server room, waste room, chiller plant, canteen, and storerooms

Rietvlei EMS block, Protective Services guard house, containers at the main gate, and office block

EMS Nursery offices and board rooms

Zwartkopjes Corporate Conference and the two tuck shops

Academy center situated at Zuikerbosch

Zuikerbosch kitchen, storerooms, offices, and ablution blocks

Vereeniging Kitchen, storerooms, offices, and ablution blocks

Forest Hill Offices

Zwartkopjes kitchen, Barracks kitchen, storerooms, offices, and ablution blocks.

The service provider shall render services in full with necessary detail, notwithstanding any omission or inconsistency in the scope of work. The service provider must provide their own calibrated equipment. The calibration certificates will be required.

Specification

The scope of work covers the following:

Rietvlei main building offices, server room, waste room, chiller plant, canteen, and storerooms

Rietvlei EMS block, Protective Services guard house, and office block

EMS Nursery offices and board rooms

Zwartkopjes Corporate Conference and the two tuck shops

Academy center situated at Zuikerbosch

Zuikerbosch kitchen, storerooms, offices, and ablution blocks

Vereeniging Kitchen, storerooms, offices, and ablution blocks

Forest Hill Offices

Zwartkopjes kitchen, Barracks kitchen, storerooms, offices, and ablution blocks

The Service Provider shall comply with the following:

Law Provision

The service provider shall comply with the following legislation and/or the relevant sections of such legislation when conducting its business:

Occupational Health and Safety Act, Act 85 of 1993, Environmental Regulations for workplaces – Reg. 3 Lighting)

D. NOISE

Introduction

This assessment aims to evaluate potential noise exposure to determine if any person may be exposed to noise, which is at or above the noise–rating limit, regardless of whether any personal hearing protectors are used, and ensure legal compliance with relevant legislation. (Occupational Health & Safety Act 85 of 1993: Noise Induced Hearing Loss Regulations).

Scope of work

Noise Survey will include all noise areas:

Printing room, plant rooms, chillers, and the Protective Services office at Goods receiving.

EMS and EMS Nursery machines.

VG kitchen area.

Cleaners using blowers around the premises.

The service provider shall render services in full with necessary detail, notwithstanding any omission or inconsistency in the scope of work. The service provider must provide their own equipment and calibration certificate.

Specification

The noise survey will cover the following areas:

Printing

Chillers

EMS machines

VG kitchen area

Protective Services Office at Goods Receiving

Law Provision

The service provider shall comply with the following legislation and/or the relevant sections of such legislation when conducting its business:

Occupational Health and Safety Act, Act 85 of 1993, Noise-Induced Hearing Loss Regulations.

SABS Standards:

SABS 083: the measurement & assessments of occupational noise for hearing conservation purposes.

E. VOLATILE ORGANIC COMPOUNDS

Introduction

This survey aims to evaluate the harmful effects caused by volatile organic compounds (hazardous chemical substances) on human health and the environment as a whole and ensure legal compliance with relevant legislation. The service provider shall establish the exposure levels in the atmosphere as legal requirements, and the exposure of the employees.

Scope

The scope includes the Printing Services section at Rietvlei.

Scientific Services laboratory at level 3, new wing.

EMS Nursery chemical stores

Cleaners across the sites.

Specification

The Service Provider shall comply with the following:

Establish the exposure levels in the atmosphere as legal requirements and the exposure of the employees

Law Provision

The service provider shall comply with the following legislation and/or the relevant sections of such legislation when conducting its business:

Occupational Health and Safety Act, Act 85 of 1993, Hazardous Chemical Substances Regulations

Air Quality Act [No. 39 of 2004]

SANS Air Quality Standards:

SANS 69: Framework for setting and implementing National Ambient air quality standards

SANS 1929: Ambient Air Quality – limits for common air pollutants

F. BIOLOGICAL BACTERIA IN AIRCONDITIONING DUCTING

Introduction

This survey aims to evaluate the effects of bacteria in the air-conditioning ducting to human health.

Scope

The scope includes the Rietvlei building and the satellite areas.

To identify and quantify all biological (bacteria) that leave/contaminate the air ventilation system to such a degree that it negatively impacts human health. These bacteria have a potential growth environment in air conditioning systems (air cooling system), especially when air-conditioning malfunctions (high heat, high humidity, low linear velocities accelerate the growth of such bacteria, and

Samples on carpets and wall (fabric-made) partitioning. This should cover the whole building.

Toilet samples.

Specification

To identify and quantify all biological (bacteria) that leave/contaminate the air ventilation system to such a degree that it negatively impacts human health. These bacteria have a potential growth environment in air conditioning systems (air cooling system), especially when air-conditioning malfunctions (high heat, high humidity, low linear velocities accelerate the growth of such bacteria, and

Samples on carpets and wall (fabric-made) partitioning. This should cover the whole building.

Toilet samples.

The Service Provider shall comply with the following:

Law Provision

The service provider shall comply with the following legislation and/or the relevant sections of such legislation when conducting its business:

Occupational Health and Safety Act, Act 85 of 1993, Regulations for Hazardous Biological Agents

G. FOOD HYGIENE

Introduction

The aim is to assess the compliance of food handlers with the legislation.

Scope

The scope includes:

Rietvlei canteen

Zwartkopjes Corporate Conference kitchen, Barracks kitchen, and the two tuck shops.

Zuikerbosh kitchen and tuck shop.

Vereeniging Kitchen and tuck shop

Specification

To evaluate Food Handlers' compliance with hygiene standards by:

Taking biological samples

Evaluation of work practices

Assessing cleaning methods

Storage and infestation control

Assessment of food handling

The Service Provider shall comply with the following:

Law Provision

The service provider shall comply with the following legislation and/or the relevant sections of such legislation when conducting its business:

Occupational Health and Safety Act, Act 85 of 1993, Regulations for Hazardous Biological Agents

Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972

OTHER CONDITIONS

The Service Provider shall comply with the following:

In addition to the above-mentioned requirements, the service provider shall comply with the following conditions when conducting its business:

Ensure that the people who will be doing the job have the necessary PPE, submit all required documents, and are inducted before the work commences.

The service provider can recommend necessary steps to be taken to lower the exposure, as it is reasonably practicable

The service provider should be a recognized approved inspection authority and/or recognized approved asbestos inspection authority to conduct the occupational hygiene surveys and must be registered with the authorizing body and provide proof of registration. The accredited person should be on site to supervise the work.

The service provider shall provide Rand Water with a report, calibration certificates of equipment used, registration certificate, presentation of the report, as well as accreditation certificates and an Approved Inspection Authority letter before payment is made.

2. AWARDING STRATEGY

The maximum number of suppliers to be awarded this RFQ is **One**.-

3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

3.1. Test for Responsiveness/ Pre- qualification

Submit proof of Vendor AID approved certificate) Vendors must be AIA approved

Submit Proof of registration with the Occupational Hygienist Society

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) 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 • Weak = 33.3% - 1 Contactable Company reference within South Africa • Moderate = 66.7% - 2 Contactable Company references within South Africa • Good = 100% - 3 Contactable Company references within South Africa	25
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. Two years of experience in Occupational Hygiene for the company and for the personnel,	25

ADJUDICATION / FUNCTIONALITY CRITERIA	WEIGHT
Professional registration with Southern African Institute for Occupational Hygiene(SAIOH) i.e. for the Occupational Hygiene Assistant, Occupational Hygiene Technologist and Occupational Hygienist),A degree/diploma in occupational hygiene/Environmental health/ Occupational health. **Required Human Resource capacity** 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	
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 company must provide proof of instrument calibrations (valid certificate). The rating of this item is based on a four-point scale: **Required Equipment Resource capacity Submit the inventory list of the equipment to be utilised together with the calibration certificates** **b)** **c)** **d)** **e)** 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% - 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	25
Work Breakdown / Schedule / Project Programme Aligned with Contractual requirements, credible and acceptable **Proposed Duration Date: (1 December 2026)** **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	25

ADJUDICATION / FUNCTIONALITY CRITERIA	WEIGHT
• Weak = 33.3% - The project program is submitted with no project duration. • Moderate = 66.7% - The project program is submitted with duration not within estimated project timelines. • Good = 100% - The project program is submitted and has a clear indication of the duration and within estimated project timelines. .	
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 PER SERVICES ANNUM*** *(where applicable)*	***COSTING***
1.	SAFETY FILE	ITEM		2	
2.	ERGONOMICS - expectation report or certificate at completion	No. of sites		6	
3.	VENTILATION -expectation report or certificate at completion	No. of sites		6	
4.	ILLUMINATION - expectation report or certificate at completion	No. of sites		6	
5.	NOISE -expectation report or certificate at completion	No. of sites		6	
6.	VOLATILE ORGANIC COMPOUNDS -expectation report or certificate at completion	No. of sites		6	
7.	BIOLOGICAL BACTERIA IN AIRCONDITIONING DUCTING - expectation report or certificate at completion	No. of sites		6	

	MILESTONES / LINE ITEMS	*Estimated delivery period (where applicable)*	*UNIT PRICE (where applicable)*	*QUANTITY PER SERVICES ANNUM (where applicable)*	*COSTING*
8.	FOOD HYGIENE	No. of sites		6	
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

B-BBEE Status Level of Contributor	Number of points
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