



## REQUEST FOR QUOTATION

Form No: RW SCM 00016 F

Revision No: 09

Effective Date: 31 Jan 2023

<b>BID NUMBER:</b>	10404681	<b>CLOSING DATE:</b>	10 AUGUST 2023	<b>CLOSING TIME:</b>	16H30PM
<b>DESCRIPTION:</b>	Provide a Once Off Service for Placement, Removal, Transportation, and Disposal of Hazardous and Other Types of Waste at Rand Water Zuikerbosch.				
<b>NON-COMPULSORY BRIEFING SESSION DATE AND TIME</b>	07 AUGUST 2023 13H00 PM	<b>BRIEFING SESSION VENUE</b>	RAND WATER ZUIKEROSCH PUMPING STATION		
<b>ISSUE DATE</b>	04 AUGUST 2023				

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

BUYER		SOURCING MANAGER	
<b>CONTACT PERSON</b>	LORRAINE CHAUKE	<b>CONTACT PERSON</b>	KULANI SHIBAMBU
<b>TELEPHONE NUMBER</b>	011 682 0635	<b>TELEPHONE NUMBER</b>	011 682 0635
<b>E-MAIL ADDRESS</b> (Submissions must be made to this address)	<a href="mailto:Lchauke@randwater.co.za">Lchauke@randwater.co.za</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:Kshibamb@randwater.co.za">Kshibamb@randwater.co.za</a>

### SUPPLIER INFORMATION

<b>NAME OF BIDDER</b>				
<b>POSTAL ADDRESS</b>				
<b>STREET ADDRESS</b>				
<b>TELEPHONE NUMBER</b>	CODE		NUMBER	
<b>CELLPHONE NUMBER</b>				
<b>FACSIMILE NUMBER</b>	CODE		NUMBER	
<b>E-MAIL ADDRESS 1</b>				
<b>E-MAIL ADDRESS 2</b>				
<b>VAT REGISTRATION NUMBER</b>			<b>CIDB GRADING</b>	
<b>SUPPLIER COMPLIANCE STATUS</b>	TAX COMPLIANCE SYSTEM PIN:		<b>CENTRAL SUPPLIER DATABASE No:</b>	MAAA
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</b>	[TICK APPLICABLE BOX]		<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT (EMEs and QSEs)</b>	[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> 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."
- Rand Water will provide any clarifications / addenda / extension of closing date by no later than one (1) calendar*

*day before the closing date.*

## 1. SCOPE OF WORK

### 1.1. DESCRIPTION

Rand Water Zuikerbosch requires the services of an accredited waste management service providers for the placement of suitable waste container collection, transporting and disposing of all its waste streams.

1. Provide the service for placement, removal, transportation, and disposal of hazardous waste and other waste types.
2. Clearly mark and colour code all waste skips with legible and accurate description of the waste to be placed therein and where applicable, with a conspicuous warning sign that the waste is flammable, otherwise dangerous or hazardous.
3. Replacement of suitable waste container to be provided on collection where applicable.
5. All waste containers must be cleaned and disinfected after each service or when necessary.
6. Rectify any mechanical faults due to normal wear and tear of the equipment with 24 hours of notification of any fault.
7. Weigh the truck before collection and after collection to quantify waste collected on site.
8. Respond within a maximum of 24 hours when called for collection service.
9. The service shall also commit to the Waste Management Principles as prescribed by The Environmental Management Waste Act.
10. The service provider shall comply to all The Environmental Management Waste Act's compliance regarding placement collection, transportation, and disposal of waste.
11. The service provider shall provide Rand Water Zuikerbosch with up-to-date certificates of registration with the Gauteng Department of Agriculture and Rural Development (GDARD)
12. The service provider shall ensure that it is approved by each local municipality within which it operates, to perform as a waste service provider, and shall provide the proof and documentation thereof to Rand Water Zuikerbosch before commencement of services.
13. The service provider shall ensure adequate steps are taken to minimize the effect that an accident or incident may have on the public and on the environment whilst transporting the waste.
14. Service provided must be registered with SAWIS and or GWIS and have a valid waste certificate.
15. All road accidents shall be reported to the SAPS and a full report shall be submitted to Rand Water.
16. Collection of scrap metal/recyclable waste (all collected scrap metal and recyclable must be weighed and Rand Water must receive rebates accordingly).
17. Drivers should have valid PDP licence
18. Provide proof of an in-house or SABS SHEQ Management System .
19. The placement transportation, recycling and disposal shall take place as below

#### Placement of Waste Skips

- 7 X 11m<sup>3</sup> waste skips to be placed at the Salvage yard for scrap metal
- 3 x 11m<sup>3</sup> waste skips to be placed at the Scrapyard for scrap metal
- 2 x 6m<sup>3</sup> waste skips to be placed at Scrapyard for PVC, rubber and masting lights
- 1 x 6m<sup>3</sup> lidded waste skip to be placed at Civil for empty paint tins
- 1 x 6m<sup>3</sup> lidded waste skips to be placed at EMS for oily contaminated materials
- 15 x boxes and 4 x 210 L fluorescent containers placed at Electrical 1WA
- 15 x boxes and 4 x 210 L fluorescent containers placed at Electrical 2WA
- 210 x 15 drums of used grease including loading and clean-up
- 25 kg x 35 containers of used grease including loading and clean-up
- 8 x 240L wheelie bin to place expired chemicals

## Collection, Recycling and Disposal

- Collection and Recycling of 10 x 11m<sup>3</sup> scrap metal
- Collection and disposal of 2 x 6m<sup>3</sup> PVC, rubber and masting lights
- Collection and disposal of 1x 6m<sup>3</sup> of empty paint tins
- Collection and disposal of 1 x 6m<sup>3</sup> oily contaminated materials
- Collection and disposal of 30 x boxes of fluorescent tubes
- Collection and disposal of 4 x 210 L drums of fluorescent globes
- Collection and disposal of 10 x 210 L drums used grease
- Collection and disposal of 35 x 25L containers of used grease
- Collection and disposal of 50 x 25 L empty containers of grease including clean-up
- Collection and disposal of 8 x 240L wheelie bins for expired chemicals
- Collection and disposal of 25 x 210L drums of soda ash contaminated with oil
- Collection and disposal of 10 x electric panels

20. The service provider shall submit a SHE file with the below requirements it has been appointed:

- The scope of work to be done on site, order no/project no & project leader
- List of all employees to be on site with the 2 x ID copies of each attached
- Medical certificates for all employees that will be on site
- Organisation Organogram of reporting structure which provide all persons appointed in terms of OHS Act No. 85 of 1993 including contact details. (rev, date, approval)
- Mandatory agreement (37.2) as per Section 37(2) OHS
- Principal contractor to be appointed by Rand Water
- 16.2 Appointment letter
- Risk assessment
- SHEQ Policy
- Baseline risk assessment to be submitted by Rand Water
- Procedure and template for incident reporting and investigation
- List of distribution of PPE/C – it must be signed by employees as proof that they receive the PPE/C
- First Aid Box (5 or more employees) with minimum requirements
- First aid appointment if there are more than five employees
- Letter of Goods Standing
- Material safety data sheet if they will use chemicals to clean the waste skips
- Permits for the landfill site/incineration sites
- Waste Treatment Facility Certificate
- Waste Storage permits
- SAWIC Certificate
- Waste Transport Certificate
- Police clearance where Foreign Nationals will be employed

## 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 Submission of Waste Management License for waste storage facility, or letter of intent /Agreement/ Account with licensed waste facility.

**Responses that fail to meet pre-qualifying criteria stipulated will not be further evaluated.**

### 3.2. FUNCTIONALITY CRITERIA

#### 3.2.1. The functionality evaluation criteria are as follows:

ADJUDICATION CRITERIA		WEIGHT
1.	<p><b>Previous Related Experience</b> (Similar to current RFQ Scope/Work)</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> <li>• None = 0 % - No submission</li> <li>• Weak = 33.3% - 1 Company reference</li> <li>• Moderate = 66.7% - 2 Company references</li> <li>• Good = 100% - 3 Company references</li> </ul>	25
2.	<p><b>Human Resource Capacity</b> 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 human resource capacity and ability to undertake the work.</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> <li>• None = 0 % - No submission</li> <li>• Weak = 33.3% - Company organogram not reflecting the resource needs for the scope of work</li> <li>• Moderate = 66.7% - Company organogram partially addressing the resource needs for the scope of work</li> <li>• Good = 100% - Company organogram adequately addressing the resource needs for the scope of work</li> </ul>	25
3.	<p><b>Equipment Resource Capacity</b> 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 and ability to undertake the work and will therefore be services/goods specific.</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> <li>• None = 0 % - No submission</li> <li>• Weak = 33.3% - Minimal capacity in relation to the scope</li> <li>• Moderate = 66.7% - Capacity meets the scope requirements with some gaps</li> <li>• Good = 100% - Capacity meets the scope requirements</li> </ul>	25
4.	<p><b>Work Breakdown / Schedule / Project Programme</b> Aligned with Contractual requirements, credible and acceptable</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> <li>• None = 0 % - No submission</li> <li>• Weak = 33.3% - The work breakdown/ schedule / project programme is submitted but is unclear.</li> <li>• Moderate = 66.7% - The work breakdown/ schedule / project programme is submitted and has some indication of the duration.</li> <li>• Good = 100% - The work breakdown/ schedule / project programme is submitted and has a clear indication of the duration and delivery date.</li> </ul>	25
<b>TOTAL</b>		<b>100</b>

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:

	<b>MILESTONES / LINE ITEMS</b>	<b>Estimated delivery period (where applicable)</b>	<b>UNIT PRICE (where applicable)</b>	<b>QUANTITY (where applicable)</b>	<b>COSTING</b>
1.	Placement collection and recycling of 10 x x11m <sup>3</sup> scrap metal			10 x 11m <sup>3</sup> REL skips	
2.	Placement, collection and disposal of 2 x 6m <sup>3</sup> PVC, rubber and masting lights			2x (6m <sup>3</sup> REL skips	
3.	Placement, collection and disposal of lidded 1x 6m <sup>3</sup> of empty paint tins			1x (6m <sup>3</sup> REL skips	
4.	Placement, collection and disposal of lidded 1 x 6m <sup>3</sup> oily contaminated materials			1x (6m <sup>3</sup> REL skips	
5.	Placement, collection, and disposal of 30 x boxes of fluorescent tubes			30 x fluorescent tubes boxes	
6.	Placement, collection and disposal of 4 x 210 L drums of fluorescent globes			4x (210L drums)	
7.	Placement, collection and disposal of 10 x 210 L drums grease including clean-up			10 x 210L drums	
8.	Placement collection and disposal of 35 x 25L containers of used grease including clean up			35 x 25L containers	
9.	Placement, collection, and disposal of 8 x 240L wheelie bins for expired chemicals			8 x 240 wheelie bins	
10.	Collection and disposal of 25 x 210L drums of soda ash contaminated with oil			25 x 210L	
11.	Collection and disposal of 10 x electric panels			10 X electric panels	
12.					
<b>TOTAL</b>					
<b>VAT</b>					
<b>TOTAL [VAT INCLUDED]</b>					

### 3.3.1. SPECIFIC GOALS

Rand Water specific goals is to empower previously disadvantaged designated groups. This specific goal will be evaluated and measured by using the SANAS accredited B-BBEE certificate or sworn affidavit for QSE or EME or the dtic B-BBEE certificate.

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2

B-BBEE Status Level of Contributor	Number of points
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. Functionality evaluation supporting documents.
- 4.2. 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. must be submitted in order to obtain preferential points.
- 4.3. Completed and signed SBD 4 Form (Declaration of Interest)
- 4.4. Company Resolution Letter (proof of authority).

##### **Required for before award**

- 4.5. Letter of good standing (COIDA)
- 4.6. Proof of Ownership or lease contract for delivery Vehicles

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

## 5. GENERAL TERMS AND CONDITIONS

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

### 5.1. DEFINITIONS

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

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

### 5.2. FIXED PRICE

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

### 5.3. DELIVERY TIME OR DATE

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

### 5.4. PURCHASE ORDER

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

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

### 5.5. CANCELLATION OF ORDER

5.5.1. Should the Supplier fail to deliver the goods at the time agreed to, or should it not comply with any other essential condition of the Purchase Order, Rand Water shall be entitled in writing to cancel the Purchase Order, without any adverse cost implications for Rand Water.

5.5.2. The aforesaid cancellation shall not prevent Rand Water from exercising any of its rights available in terms of the Purchase Order.

### 5.6. DISPATCH OF SUPPLIES

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

### 5.7. SPECIFICATIONS

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

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

### 5.8. GUARANTEE

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

### 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:

- a. natural disasters
- b. war, act of foreign enemies
- c. riot, civil commotion
- d. 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:

- a) fails to deliver in terms of the Purchase Order or perform the services within the time specified;
- b) fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or
- c) 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

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.

**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 not 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.

**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: