



REQUEST FOR QUOTATION (SUPPLY AND DELIVERY)

Form No: RW SCM 00015 F

Revision No: 05

Effective Date: 31 January 2023

BID NUMBER:	10406141	CLOSING DATE:	12 March 2024	CLOSING TIME:	23:30
DESCRIPTION:	Supply and delivery of various furniture and office equipment in Vereeniging (Analytical Services & Water Wise House) and Glen Vista (Rietvlei)				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	8 March 2024 @ 09:30	BRIEFING SESSION VENUE	Vereeniging Purification Station		
ISSUE DATE	05 March 2024				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

BUYER		SOURCING MANAGER	
CONTACT PERSON	Boitumelo Marutha	CONTACT PERSON	Mpolokeng Mtimkulu
TELEPHONE NUMBER	011 682 0290	TELEPHONE NUMBER	011 682 0290
E-MAIL ADDRESS (Submissions must be made to this address)	Bmarutha@randwater.co.za	E-MAIL ADDRESS	Mpmtimku@randwater.co.za

SUPPLIER INFORMATION

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

Supply and delivery of Furniture and Equipment in Vereeniging (Analytical Services & Water Wise House) and Glen Vista (Rietvlei)

Important Note: The supplier to submit a list of the product(s), the name or brand indicating the specification of the product to be delivered for each item. It's important to include documents or pictures or internet links to the specification sheets of the product to assist as part with evaluation.

All pictures included below are for illustration purposes only.

Item 1 on Price Schedule

MILD STEEL WALL MOUNTED CUPBOARDS (with supported legs on the bench) (quotation should not include the legs as this is already available in the laboratory)

Outside dimensions including frame should be 900mmH X 1170mmW X 290mmD

(NOTE: Accurate measurements must be taken on-site before manufacturing)

Double door

Powder coated white

Silver sunken handles

Three (3) height adjustable shelves: must carry heavy load

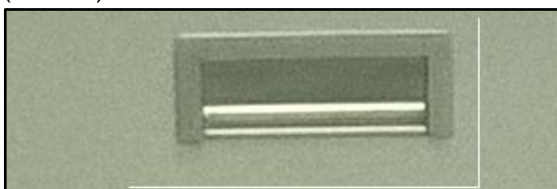
Shelf support intervals = 300mm: must be able to carry heavy load and removable

Single vertical divider

On-site installation



(Handle)



Item 2 on Price Schedule

High Back Office Chairs

Swivel and tilt mechanism with 1 position lock

Gas height adjuster

PU arm rests with bonded leather padding

5-star coated silver base

Bonded leather upholstery



Item 3 on Price Schedule

Microwave

1000W, 32 litre Electronic solo microwave oven with:

- sensor cook/rapid defrost function

- Ceramic Enamel-

- digital keypad



Item 4 on Price Schedule

Credenza

1,54 X 1,2 cm Melamine Mahogany credenza shelve with black roller door



Item 5 on Price Schedule

Trolley

Three tier laboratory trolley (89 X49 cm) stainless steel



Item 6 on Price Schedule

Trolley

Two tier laboratory trolley (84 X 56 cm) stainless steel



Item 7 on Price Schedule

Trolley

Small two tier laboratory trolley (55X 45cm) stainless steel



Item 8 on Price Schedule

Industrial Gas cylinder steel trolley with four wheels ,
Load Capacity : 200 kg includes a safety chain



Item 9 on Price Schedule

L-Shaped desk with ENCLOSED FRONT, Melamine mahogany
with silver roller door and moveable set of drawer Drawers
Size not to exceed 1600 x 1900 mm (1,6 X1,9 m) to enable 7 desks to fit in the L-Shaped
Organic Chemistry office



Item 10 on Price Schedule

Projector (TW740EEB)

TECHNOLOGY

Projection System - 3LCD Technology, RGB liquid crystal shutter

LCD Panel - 0.61 inch with MLA (D10)

IMAGE

Color Light Output - 3,300 Lumen- 2,200 Lumen (economy) In accordance with IDMS15.4

White Light Output - 3,300 Lumen - 2,200 Lumen (economy) In accordance with ISO 1118:2020

Resolution - 1080p

Contrast Ratio -16,000 : 1

Lamp -UHE, 210 W, 6,000 h durability, 12,000 h durability (economy mode)

Keystone Correction -Auto vertical: $\pm 30^\circ$, Manual horizontal $\pm 30^\circ$

Colour Reproduction -Upto 1.07 billion colours

High Definition -Full HD

Aspect Ratio -16:9

OPTICAL

Throw Ratio - 1.21 - 1.63:1

Zoom - Digital, Factor: 1 - 1.35

Screen Size - 30 inches - 386 inches

Projection Distance Wide/Tele - 1.21 m - 1.63 m

Projection Lens Focal Length - 16.7 mm

Projection Lens Focus - Manual

CONNECTIVITY

Interfaces - USB 2.0-A, USB 2.0, HDMI in, Wireless LAN IEEE 802.11b/g/n)

Item 11 on Price Schedule

Shredder

The 225X cross-cut shredder automatically shreds up to 225x A4 sheets of paper (80gsm) at a time, into P-4 (4x30mm) cross cut pieces. This auto-feed shredder machine is a sophisticated office shredder, featuring a 60L pull-out bin. No need to manually feed paper, or remove staples and paper clips first, this automatic paper shredder will do all the work for you.

Auto feeds up to 225 sheets of A4 paper (80gsm) at a time. Manual slot for up to 10 sheets.

P-4 cross-cut (4x30mm)

60L capacity pull out bin

Anti-jam technology

Shreds credit cards, staples and paper clips

30 minutes continuous run time with fan cooling. Sleep mode activates after 3 minutes of non-use.

Touch control panel

55 dBA ultra-quiet noise level

Infra red bin full sensor

2 year warranty, 2 year cutter warranty



Item 12 on Price Schedule

Bean to cup coffee machine



Bean to cup coffee machine;

Specification: Espresso, Coffee, Americano, Cappuccino, Café au Lait, Frothed milk ,Hot water; 15 Bar pressure; ceramic grinders; milk frother; automatic cleaning & descaling; LED Display / Touch control ; Programmable and digital; cup height must be ≥ 10 cm

Item 13 on Price Schedule

Office Chairs (To be delivered at Head Office, Rietvlei)

Flamingo High back operator chair

Clutch Mechanism-Nylon Base Flamingo Arm

Have a gas height adjuster

Take weight of up to 150 Kg

600Hx900Lx370W

fixed Flamingo capped steel armrest

Flamingo backrest lockable in upright position

upholstered in Black fabric

Certified ergonomic - 5 Star Ergonomic Rating; gas height adjuster; weight capacity 150 kg; Height Adjustable Arm Rest; Seat Depth adjustment



Item 14 on Price Schedule

Office Chair

Black Office Chair: High back, swivel and tilt; have a gas height adjuster; take the weight of up to 150kg; seat must be fabric; mesh back; adjustable armrests; gas lift; should be durable and provide ergonomic support

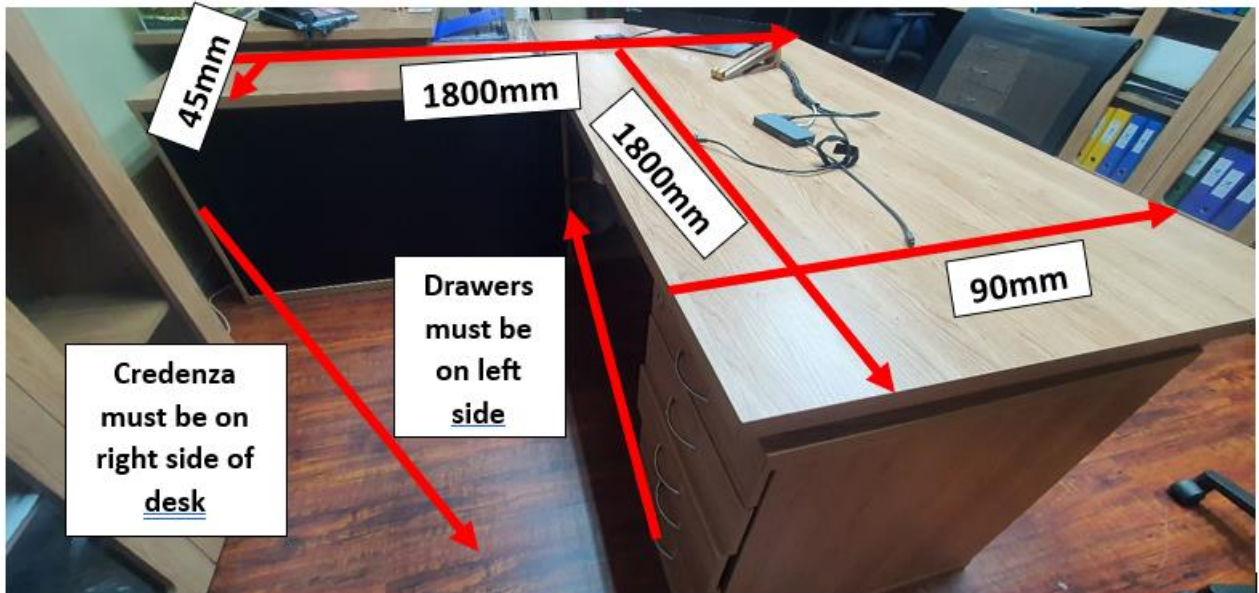


Item 15 on Price Schedule

Desk

L - Shaped Desk with Lockable Drawers

Measurements will need to be taken to fit the office area as the desk is differently orientated to the other desks on site (credenza and lockable drawers will need to be on different sides as to what is in image below). Colour to be the same as colour in picture below.



Item 16 on Price Schedule

Microwave:

Product Type: Convection
Power Consumption: 1400W
Capacity: 28L
Colour: White/Metalic
Cavity Material: Ceramic Enamel
Cavity(WxHxD): 358.0X235.5X327.0mm

Item 17 on Price Schedule

Fridge

Product: Combi Fridge Freezer

Depth: 650mm

Width: 600mm

Height: 1750mm

Colour: White/Metallic

Item 18 on Price Schedule

Privacy and Modesty Screen

Privacy Screen

- Frosted glass panel
- Connecting brackets to desk and modesty panel

Size: ± 1750mm (W) x 400 mm (H)

Modesty panel

- Size: ±1750mm (W) x 400 mm(H)
- Solid aluminium panel
- Mounting hardware

Compile final measurements after bid is awarded (picture only for illustration purpose)



Item 19 on Price Schedule

Electronic Safe

Large Capacity Electronic Code Digital Safe

- Programmable 3-to-8-digit user code, with time lock after three incorrect code attempts.
- 130dB integrated tamper alarm triggered by physical attack or incorrect code attempts.
- Flexible storage possibilities with a removable shelf and two shelf heights, as well as adjustable key racks for storage of up to 20 keys.
- Capacity for up to 10 lever arch files.
- Low battery warning
- 4 x AA batteries and mounting fixings for wall/floor included.

Item 20 on Price Schedule

Orthopedic Chair
Polyurethane foam
Adjustable lumbar support
Height adjustable armrest
Swivel & tilt mechanism



Item 21 on Price Schedule

High Back Office Chairs
Swivel and tilt mechanism with 1 position lock
Gas height adjuster
PU arm rests with bonded leather padding
5-star coated silver base
Bonded leather upholstery



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

N/A

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

3.2. FUNCTIONALITY CRITERIA

3.2.1. Not Applicable

3.3. PREFERENTIAL POINT SYSTEM

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

3.3.1. PRICING SCHEDULE

The Supplier must complete the following pricing schedule:

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
1.	Laboratory Cupboards			2	
2.	Office Chairs			2	
3.	Microwave			1	
4.	Credenza			1	
5.	3-Tier Trolley			1	
6.	2-Tier Trolley			1	
7.	Small 2-Tier Trolley			1	
8.	Industrial Trolley			1	
9.	Desks			7	
10.	Projector			1	
11.	Shredder			1	
12.	Coffee Machine			1	
13.	Office Chairs			4	
14.	Office Chair			1	
15.	Desk			1	
16.	Microwave			1	
17.	Fridge			1	
18.	Privacy & Modesty screen			1	
19.	Electronic Safe			1	
20.	Orthopedic chair			1	
21.	Office Chairs			5	
TOTAL					
VAT					
TOTAL [VAT INCLUDED]					

3.3.2. SPECIFIC GOALS

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

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

B-BBEE Status Level of Contributor	Number of point
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

4. RETURNABLE DOCUMENTS

The following documents **must** be returned together with this RFQ:

Required for Evaluation

- 4.1. A B-BBEE Status Level Verification Certificate (SANAS Approved) / Sworn Affidavit (For EMEs& QSEs) / *the dtic B-BBEE certificate* must be submitted in order to obtain preferential points.
- 4.2. Completed and signed SBD 4 Form (Declaration of Interest)
- 4.3. Company Resolution Letter (proof of authority).

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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:

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

² 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.

- 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

5. GENERAL TERMS AND CONDITIONS

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

5.1. DEFINITIONS

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

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

5.2. FIXED PRICE

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

5.3. DELIVERY TIME OR DATE

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

5.4. PURCHASE ORDER

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

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

5.5. CANCELLATION OF ORDER

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

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

5.6. DISPATCH OF SUPPLIES

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

5.7. SPECIFICATIONS

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

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

5.8. GUARANTEE

Save for consumables, the Supplier guarantees the workmanship and materials and any components thereof will be free of any defects for a period of at least 12 (twelve) months after the acceptance thereof by Rand Water, reasonable wear and tear will be accepted.

5.9. PAYMENT

Rand Water does not allow advance payments to the Supplier.

5.9.1. Payment of an invoice shall not prevent Rand Water from subsequently disputing all or any of the fees in good faith whether during or after the term of the Purchase Order.

5.12. FORCE MAJEURE

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

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

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

5.13. WARRANTY

5.13.1. The Supplier warrants that all goods and Services supplied under this Purchase Order will be in accordance with all contract requirements and free from defects or inferior materials, equipment, and workmanship for twelve (12) months after final acceptance of the goods or Services.

5.13.2. If Rand Water finds the warranted goods or Services need to be repaired, changed or re-performed, Rand Water shall so inform the Supplier in writing and the Supplier shall promptly and without expense to Rand Water replace or satisfactorily correct the goods or Services.

5.13.3. Any goods, services or parts thereof so corrected, shall also be subject to the provisions of this Clause, and the warranties for such goods, Services or part thereof shall be for twelve (12) months from the date of Rand Water's final acceptance of such corrected goods or Services.

5.13.4. The Supplier further warrants the goods/services will meet and are suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. Goods/services that do not conform to the above warranties may, at any time within 12 months after delivery to Rand Water, be rejected and returned to the Supplier, and if Rand Water has incurred any expenses as a result thereof, Rand Water will be entitled to recover same from the Supplier.

5.14. TERMINATION FOR CONVENIENCE

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

5.15. TERMINATION FOR DEFAULT

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

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

5.16. AMENDMENT OF ORDER

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

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

5.17. CESSION OF CONTRACTS

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

5.18. DISPUTE RESOLUTION

All disputes between the parties shall, when all efforts to resolve such dispute by negotiation have failed shall be resolved by way of arbitration under the auspices of the Arbitration Foundation of Southern Africa ("AFSA") as per AFSA's rules, in Sandton, Johannesburg. Either party shall however be entitled to proceed to the South Gauteng High Court (to which jurisdiction the parties hereby consent) for any urgent, interim or interdictory relief, as that party may deem necessary in the circumstances in order to protect its rights or interests under a Purchase Order or these terms and conditions.

5.19. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

5.19.1. The Parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of, and

5.9.2. Payments shall be effected within 30 days after submission of monthly statement.

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

5.10. LIABILITY FOR COSTS, DAMAGES OR EXPENSES

Rand Water may deduct all costs, damages or expenses, or any other amount for which the Supplier is liable in terms of the Purchase Order, from moneys due to or becoming due to the Supplier in terms of any subsequent Purchase Orders or the contract between the Supplier and Rand Water. Rand Water is herewith irrevocably and *in rem suam* authorized.

5.11. PENALTY AND PERFORMANCE CLAUSE

5.11.1. Should the Supplier fail to perform and make delivery in terms of the Purchase Order, exception of Force Majeure specified in Clause 8.13, Rand Water shall be entitled to impose a penalty, which shall be deducted from the payment statement. The imposition of such penalty shall no relieve the Supplier from its obligation to complete the services or from any of its obligations and liabilities under the Purchase Order.

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

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: