

	<h2>REQUEST FOR QUOTATION</h2>	Form No: RW SCM 00016 F Revision No: 10 Effective Date: 1 Aug 2024
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BID NUMBER:	10412197	CLOSING DATE:	12 August 2025	CLOSING TIME:	23:30
DESCRIPTION:	Request for a service provider to render scientific research that include field trials, scientific sampling and data analysis that is aimed at classifying Rand Water's water treatment residue (WTR) as a Group 3 Fertilizer according to the guidelines set by the Department of Agriculture, Land Reform, and Rural Development (DALRRD).				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	05 August 2025				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Faith Segwe	CONTACT PERSON	Ntikane Radebe
TELEPHONE NUMBER	011 682 0470	TELEPHONE NUMBER	011 682 0208
E-MAIL ADDRESS <small>(Submissions must be made to this address)</small>	fsegwe@randwater.co.za	E-MAIL ADDRESS	nradebe@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:
<ul style="list-style-type: none"> 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

A. Introduction:

Water Wise is Rand Water's environmental brand responsible for raising awareness on water and environmental conservation. Our research component strives to ensure high quality, relevance, and reliability in our solutions. Furthermore, through research into environmental problems that arise within the Rand Water business chain, our respective stakeholders are addressed.

Background:

The process of raw water treatment to produce potable water takes place at Rand Water's Zuikerbosch and Vereeniging water purification facility, and results in a by-product referred to as water treatment residue (WTR). Water treatment residue is defined as 'the accumulated solids or precipitate removed from a sedimentation basin, settling tank, or clarifier in a water treatment plant'. The process whereby raw water is treated, as well as the composition of the raw water abstracted from the Vaal Dam results in the production of large quantities of WTR. Rand Water's WTR is made up of natural suspended matter removed from raw water during the treatment process, as well as the compounds formed when coagulants are added. The WTR is deposited via underground pipes to the disposal site, where it is deposited in evaporation/drying ponds at the Rand Water station in Panfontein. The Panfontein WTR disposal site was commissioned in 1984 with six drying ponds. This was followed by Phase 2 which was commissioned in 1992 to increase the capacity to 40 drying ponds, and Phase 3 in 1996 to add another 52 drying ponds. In 2014, the number of drying ponds had reached 100. Approximately 500 - 1 300 tons of wet WTR are removed from Zuikerbosch treatment plant per day and pumped to Panfontein as 3% WTR. Polyacrylaride at 1% of the mixture is applied as a thickening agent to the WTR, which is then pumped to the drying beds.

Problem statement:

Consumptive use activities for the WTR are required to ensure efficient reuse of the WTR. Removal of dry WTR can potentially be recovered for beneficial use as an agricultural "liming" agent (soil ameliorant), allowing for further beneficial use of WTR and operation of the drying beds indefinitely. Historically, the WTR has been removed from site and used as a soil ameliorant and a Class 2 Fertilizer (prior to changes in the classes). This product (WTR) was licensed and sold to farmers by third parties who purchased the product from Rand Water. Rand Water requires the fertilizer registration to be applied for and registered in the organizations name.

Aim:

The project aims to determine the suitability of Rand Water's water treatment residue to be classified as a Group 3 Fertilizer according to the guidelines set by the Department of Agriculture, Land Reform, and Rural Development (DALRRD). This will be achieved through various field trials, scientific sampling (including botanical and agronomy studies), and data analyses.

Objectives/activities to be carried out by the supplier:

1. The Supplier should familiarize themselves with the Department of Agriculture, Forestry and Fisheries guidelines for Group 3 Fertilizers (Issued by the Registrar: Act 36 of 1947, Private Bag X 343, Pretoria 0001 Republic of South Africa) to achieve the requirements of this project (**see APPENDIX 1**).
2. The Supplier should fulfil all and necessary/suitable general and legislative requirements prescribed within the Department of Agriculture, Forestry and Fisheries guidelines for Group 3 Fertilizers (Issued by the Registrar: Act 36 of 1947, Private Bag X 343, Pretoria 0001 Republic of South Africa) which in turn will allow Rand Water to apply for the registration of its WTR.

REGISTRATION DOCUMENTS FOR GROUP 3 FERTILIZER:

3. When the chemical composition of the active ingredient(s) is known, it must be analyzed by a reputable laboratory, as defined in the guidelines booklet (**see APPENDIX 1**). The details of the analysis method should be included in all cases.
4. The Supplier should only make use of the services provided by a reputable laboratory as defined in the booklet (**see**

APPENDIX 1): A reputable laboratory is defined as:

- an independent laboratory that employs relevant analytical methods which meet one of the following criteria:
- ISO 17025 accredited or ISO/IEC 17025:2005 SANAS accredited,
- Certified by the Agricultural Laboratory Association of Southern Africa (AgriLASA) for the product in the current year of registration application,
- Compliant with OECD Good Laboratory Practices (GLP), or
- Recognized by DALRRD or any reputable internationally recognized laboratory for the relevant analyses.

5. The application must include a signed certificate of analysis detailing the concentrations of potentially harmful elements as specified in Table 12 of the Fertilizer Regulations, 2017, related to the Act. These analyses should be conducted by a reputable laboratory (**as defined in 4**).

6. The supplier must provide proof demonstrating (a) the product's efficacy and (b) that the product does not have harmful or detrimental effects on the soil or plants.

7. This evidence should be presented as an acceptable scientific report from a study (**refer to point 4. on booklet: Report on trial/study/investigation in the guidelines booklet**) (see **APPENDIX 1**), investigation, or analysis. It must be compiled by an investigator registered with the South African Council for Natural Scientific Professions (SACNASP) or another recognized scientific regulatory body acceptable to DALRRD, conducted at an organization with the scientific capabilities to perform such trials, studies, or investigations.

A scientific report should contain the following:

- Descriptive title
- Scientific capabilities of the organization conducting the trial/investigation.
- The investigator should be registered as a professional scientist/s with the South African Council for Natural Scientific Professions (SACNASP) or any other recognized scientific regulatory body acceptable to DAFF.
- The Investigators should constitute of a team with the following professionals (at least one registered Professional Scientist in the team): Botanist, Soil Scientist, Agronomist, (to provide background on the farming aspect), Horticulturalist, Analyst (for data analysis and interpretations).
- For easy interpretation data should also be represented in graphs, tables and images.

EXPERIMENTAL/RESEARCH REQUIREMENTS:

8. Research trials should be conducted on open agricultural/farmland. No glass houses or laboratories should be considered for the research trial.

9. Each crop with different treatments (application of WTR in varying ratios), along with controls with sufficient replicates, should be planted in/on individual research plots measuring 10 square meters. This will allow for easy identification and prevent cross-contamination. This procedure should be followed for all crops selected for the analysis.

10. The supplier is responsible for providing their own transport to collect and deliver the WTR from Rand Water Panfontein to the research trial site. This must be accompanied by the latest MSDS and classification documents of Rand Water's WTR, which will be provided to the supplier (**refer to APPENDIX 2**).

11. Upon receiving the WTR from Rand Water and transporting it to the research site, the supplier is required to temporarily store the WTR on an impermeable surface with proper drainage to prevent environmental pollution. Alternatively, waste skips can be used for storage during the research trials.

12. For the reuse of WTR in agricultural applications, the supplier should limit usage to less than one (1) ton per day. If usage exceeds this amount (more than 1 ton per day), it will trigger the requirement for a waste management license, which the supplier will be liable for.

13. A minimum of three trials (run concurrently) in total is required to indicate a trend towards the efficacy of the product.

14. Plant materials used in the trial should be represented in the following way:

- sufficient controls of each plant type should be included.
- sufficient treatments (application of WTR in varying ratios) for each plant type.
- soil fertility should be tested before and after the experiment.
- soil samples should be analyzed before and after the experiment.
- sample replicates should be included to make statistical analyses and reach logical, scientific conclusions.

15. Careful consideration must be paid to choosing the most suitable trials or investigations to undertake. This will directly impact any future claims made regarding effectiveness and usage instructions.

16. Representative mono- and dicot crops from the crop groupings in table 1 (**also refer to table: CROP GROUPINGS of the guidelines booklet (see APPENDIX 1)**) should be included.

16.1 When selecting the type of crops the following should be considered:

- Growth related claims must be based on realistic growth evaluation of only one representative crop from each crop grouping included in table 1 (**also referred to table: CROP GROUPINGS of the guidelines booklet (see APPENDIX 1)**) in at least one trial.
- The Investigator should also include all the relevant crops (legumes, root crops, leafy green and bulb crops) that are currently commercially growing within a 150 km - 300 km radius of Rand Water Panfontein site or based on data from the relevant agricultural organization or government department.
- The biomass or yield, growth, and quality of each crop should be analyzed.
- Acceptable trial data will include biomass or yield in a trial of at least one growing season from seed/seedling to maturity, with sufficient replicates of each crop also included in the trials.
- The standard/common planting regime/procedure (spacing, correct seasonal planting of crop) should be followed for each crop and trial.
- In cases where chemical fertilizers are applied to crops the standard application used in the market should be considered.

16.2. The supplier is also expected to test at least one of the following grass species: *Cynodon dactylon*, *Digitaria eriantha*, *Eragrostis curvula*, *Eragrostis teff*, *Melinis repens*, and *Panicum maximum*, and inform Rand Water on why they chose that specific grass species.

17. A germination report of research that was previously conducted by Rand Water using different crops and grass species will be made available to the supplier upon request (**see APPENDIX 3**). The findings from this report should remain confidential.

17.1. To test for phytotoxicity, trials should be designed to include treatments at least half, normal, and double the usual application rates. The supplier should follow the ratio application procedure that is widely used and accepted in the market.

17.2. Note: Non-phytotoxicity and efficacy can normally be investigated in the same trial, with the right selection of crops.

17.3. If a crop displays non-statistically significant growth improvements, Rand Water may repeat the exercise through a new RFQ process.

17.4. The supplier should submit statistical trial results with 95% confidence. However, if there is no significant difference but supporting trials show a relatively large percentage increase, these results will also be considered.

17.5. A Safety Data Sheet for the formulated product should include the contact details of the company responsible for the product in South Africa. Rand Water has attached all the latest toxicity, waste assessment and classification reports of Rand Water's WTR (**see APPENDIX 4**).

18. Formulation Toxicology: For a formulation containing a new molecule, genus, or species, provide reports and summaries on formulation toxicity in accordance with OECD guidelines. These reports can be submitted on a compact disc (CD/DVD). Rand Water has attached all the latest toxicity, waste assessment and classification reports of Rand Water's WTR (**see APPENDIX 4**).

19. Test for contamination levels and human pathogen presence in accordance to the OECD Issue Paper on Microbial Contaminant Limits for Microbial Pest Control Products. ENV/JM/MONO (2011)43 (**refer to table: CONTAMINATION LEVELS AND HUMAN PATHOGENS PRESENCE in the guidelines booklet (see APPENDIX 1)**).

19.1. Tier 1 analyses, including microbial activity and analysis for *Escherichia coli* or Thermotolerant (fecal) coliforms, are the minimum requirement to adhere to. If sample tests positive for this, the full spectrum of all proposed indicator organisms as specified in Tier 2, must be tested.

19.2. The supplier will be required to provide a team of experienced (and suitably registered and qualified) field technicians (**refer to no. 7 above**) to complete the work, as well as requisite Personal Protective Equipment (PPE) for that team, and equipment required to complete the work.

19.3. Rand Water will require a minimum of three site meetings/discussions to discuss research project setup as per our requirements.

19.4. The supplier will be expected to present a final report/audit form for the project. The report must be submitted as two x hardcopies, as well as two x softcopies on flash disk and send it via email. The supplier will also be expected to submit all raw data (details of samplings, analysis) on a flash disk and send it via email.

19.5. The supplier and Rand Water must attend at least one site meeting and progress meeting every month during the project.

19.6. Work must be completed, submitted, and invoiced as per the agreed schedule with the project manager once the order is approved.

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. N/A

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>Previous Related Experience (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">• None = 0 % - No submission• Weak = 33.3% - 1 Company reference• Moderate = 66.7% - 2 Company references	25

ADJUDICATION CRITERIA		WEIGHT
	<ul style="list-style-type: none"> Good = 100% - 3 Company references 	
2.	<p>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 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"> None = 0 % - No submission 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 addressing the resource needs for the scope of work 	25
3.	<p>Equipment Resource Capacity <i>Adjudicated based on Equipment Resource Capacity (Plant, Equipment, vehicles, computers, software's etc.)</i> 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"> None = 0 % - No submission 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
4.	<p>Work Breakdown / Schedule / Project Programme 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"> None = 0 % - No submission Weak = 33.3% - The work breakdown/ schedule / project programme is submitted but is unclear. Moderate = 66.7% - The work breakdown/ schedule / project programme is submitted and has some indication of the duration. Good = 100% - The work breakdown/ schedule / project programme is submitted and has a clear indication of the duration and delivery date. 	25
TOTAL		100

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

3.3. PREFERENTIAL POINT SYSTEM

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

3.3.1. PRICING SCHEDULE

The Supplier must complete the following pricing schedule:

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
1.	Hire Field Technicians				
2.	Set up research and conduct trials				
3.	Soil sampling and analysis				
4.	Data analysis				
5.	Compile and present results/final report to Rand Water				
6.					
7.					
TOTAL					
VAT					
TOTAL [VAT INCLUDED]					

Failure to price all items will result to disqualification

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

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

4. RETURNABLE DOCUMENTS

4.1 Returnable Document/s Used for Scoring

Failure to provide all Returnable Documents used for purposes of scoring a RFQ, by the closing date and time of this

RFQ will not result in a disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.

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

4.2 Essential Returnable Documents

- 4.2.1 Completed and signed SBD 4 Form (Declaration of Interest)
- 4.2.2 Company Resolution Letter (proof of authority).
- 4.2.3 Letter of Good Standing (COIDA) (where applicable)

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;

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.

- 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.
- 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

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.

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: