



REQUEST FOR QUOTATION

Form No: RW SCM 00016 F

Revision No: 09

Effective Date: 31 Jan 2023

BID NUMBER:	10417718 R	CLOSING DATE:	23 April 2026	CLOSING TIME:	23:30
DESCRIPTION:	REQUEST FOR A SERVICE PROVIDER TO RENDER WATER CONSERVATION EDUCATIONAL PROGRAMMES WITHIN THE GREEN INDUSTRIES				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	16 April 2026				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

BUYER		SOURCING MANAGER	
CONTACT PERSON	Salome Mametja	CONTACT PERSON	Semakaleng Mangoali
TELEPHONE NUMBER	011 681 7132	TELEPHONE NUMBER	011 682 0396
E-MAIL ADDRESS <small>(Submissions must be made to this address)</small>	smametja@randwater.co.za	E-MAIL ADDRESS	smangoal@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

The Service provider shall:

Render Water Wise educational services such as:

- Be responsible for supporting the Nursery, Golf courses and Landscape Associations in developing, implementing, and promoting water-wise principles within member nurseries and to their customers
- Organising media coverage, developing, and printing books/z-folders tailored for nursery and landscape clients,
- Designing content, conducting training sessions and developing an A4/5 booklet,
- Co-ordinate the scheduling of a specialist to present a discussion on water and environmental conservation,
- Define the requirements for a specific landscape design competition, Coordination and facilitation of work packages for SALI, SANA, TGMA, and ILASA,
- Creating educational content on water conservation practices and water conservation issues affecting the green industries.

The contract must be affiliated with SAGIC and at least one member organisation to ensure that it is able to adequately deliver on all the items required.

The contract will run over a period of no less than 24 months (this may extend by a few months should planned events be delayed or suited timing required adjustments)

BELOW IS A BREAKDOWN OF DIFFERENT CATEGORIES AND LIST OF DELIVERABLES FOR EACH CATEGORIES:

1. South African Nurseries Association (SANA) - DEVELOPMENT OF BOOKLETS, ORGANISE MEDIA COVERAGE, DEVELOPMENT OF Z-FOLDERS AND DEVELOPMENT OF TRAINING SESSIONS, PRINTING OF A (5) BOOKS AND CREATION OF BRANDED SIGN BOARDS:

1.SANA trade show

1.1 Organize a media coverage that will enhance interest in the Water Wise booth/stand and strengthen the brand's influence (e.g. production and printing of 2 x branded Ground banners and 2 x sandwich folded boards 28mm profile). The banners and signboards are to be prominently positioned at the entrance to the show and within the grounds (to be negotiated with SANA). The aim is to create awareness of Water Wise and to direct people to the Water Wise stand. To be spread over 4 x SANA Trade Shows.

1.2 Write a press release explaining the significance of water conservation techniques and the state of South Africa's water resources for inclusion in the SANA magazine. Press release is to be sent out to members and invitees during the trade show promotion period. To be spread over 4 x SANA Trade Shows.

1.3 Conduct a brief survey to find out who visited the water wise stand and what their interests were. To be limited to 5 to 10 questions max and must engage 20 people at the show (preferably from different organisations).

1.4 Provide a post-event media briefing that highlights the significance of the SANA trade show and Water Wise. A separate debriefing of the survey feedback and media coverage to be provided 4 weeks after the show.

1.5 Development mini A5 x 20 -page booklets, including front and back covers (full colour with suitable graphics and pictures that suite the generation target audience). and z-folders tailored for nursery clients:

- Books, and z-folders must cover water conservation topics aimed at the SANA clientele, specific to regions within the Rand Water area of supply as outlined below:
- The topics must be negotiated and with RW and SANA jointly and agreed to before the writing begins.
- Rand Water and SANA must agree to and sign off all draft book/z-folders prior to final production.
- Booklet should consist of "mini topics" that can be separated out if needs be into individual handouts later.

1.5.1 Development mini A5 x 20 -page booklets, including front and back covers.

1.5.2. Translate of the printed English version of the book into Sesotho and Isizulu, as these are the most dominant languages within the Rand Water's area of supply.

1.5.3 Reproduce full colour A5 x 20 pages, back to back mini booklets (3 x 1000). The contractor must make 1000 copies of each book in all three languages (English, Sesotho and Isizulu). It is anticipated that 800 copies of each book (in each language) will be produced for distribution to the nurseries (200 for RW own use).

Booklets must be saved in InDesign to allow for later editing and changes by Rand Water. Upon request SANA may distribute digital copies of the books/z-folders to its members, however no printed version of the booklet (paid by Rand Water) to be supplied outside of the Rand Water's area of supply either via SANA or its affiliated parties. Should this specifically be required Rand Water will print these internally through printing Department for distribution.

All papers used MUST be environmentally friendly/recycled and use least water in their processing, preferably mat paper finish.

SANA members outside of the Rand Water area of supply may at their own cost print and distribute the books/z-folders.

All books and z-folders must have the Water Wise logo with the SANA and SAGIC logo alongside.

The appointed contractor will carry all the cost payments on the distribution of the booklets within the RW area of supply. These can be distributed to members during events and meetings to reduce costs.

Digital copies of each book/booklet must be provided to Rand Water for the Water Wise website and must also be in editable format. All copyright and permissions must reside with Rand Water (this includes all text, graphics, pictures, photos etc).

A second set of booklets must be designed, translated, printed and distributed in the second year as well.

1.5.4 Develop and print Z folders tailored for nursery clients:

- the contractor shall develop 4 x Z- folders on different topics in English. They must be one page back-to-back (A4), full colour with the use of suitable graphics and pictures that suite the generation target audience. Z folders must cover water conservation topics aimed at the SANA clientele, specific to regions within the Rand Water area of supply.

The topics must be negotiated with RW and SANA jointly and agreed to before the writing starts.

Rand Water and SANA must agree to and sign off all Z folders prior to final production.

1.5.5 A total of 4 x Z folders is anticipated to be produced over each year period and that will be required to be translated into Isizulu and Sesotho as these are the most predominant languages within the Rand Water's areas of supply. For Example:

1.5.6 Printing (reproduce) of z-folders

- 1 English z-folder x 8 topics x 1000 (e.g. NO watering of lawn in winter, Mulch, healthy soil, etc)
- 1 Sesotho z-folder x 8 topics x 1000
- 1 Isizulu z-folder x 8 topics x1000

It is anticipated that 4000 copies of each Z folders will be produced for distribution to the nurseries (1000 of each for RW own use). The appointed contractor will carry all the cost payments on the distribution of the Z folders within the RW area of supply. Distribution may be done during meetings and events to members. Digital copies of each Z folder must be provided to Rand Water for the Water Wise website in an editable format. Upon request SANA may distribute digital copies of the Z folder to its members, however no printed version of the Z folder to be supplied outside of the Rand Water's area of supply either via SANA or its affiliated parties. Should this specifically be required Rand Water will print these internally through printing Department for distribution.

All papers used MUST be environmentally friendly/recycled and use least water in their processing preferably mat paper finish.

SANA members outside of the Rand Water area of supply may at their own cost print and distribute the Z-folders.

All Z folders must have the Water Wise logo with the SANA and SAGIC logo alongside.

- All copyright and permissions must reside with Rand Water (this includes all text, graphics, pictures, photos etc)..

A second set of z-folder booklets must be designed, translated, printed and distributed in the second year as well.

1.6 It is required that specific training interventions of no more than 3 hours be designed and implemented through SANA on water conservation topics and content to be agreed to by SAGIC, SANA and Rand Water. Over the period of the contract (2 years), it is anticipated that a total of 4 different training topics/courses will be produced. Each topic will be replicated four times (8 sessions at different nursery venues around the Rand water supply area to encourage participation, in each year). It is anticipated that each topic will be trained in Tshwane, East Rand/Midrand, West Rand and Vaal Triangle (these could change but it is essential that training venues are spread to encourage greater participation). Depending on costs and available budget this training session may be reduced in the second year.

Topic and material MUST be signed off by Rand Water and SANA/SAGIC specialist before the final agreed material can be concluded and produced for the sessions.

Trainers must be able to where required to verbally translate material for attendees.

Attendees should be provided with tea and a basic lunch.

1.6.1 Training sessions at a centrally agreed locations (with SANA), within the Rand Water area of supply, must be undertaken. The material presented must be practical, suite the urgency of water wise education and must directly and indirectly cover topics of water conservation and water conservation techniques that nursery staff can apply within the nursery and advise customers on.

This training must also include practices within the nursery themselves that the staff must apply to reduce water waste and conserve water. It must also include practice advice for staff to impart to nursery visitors at their homes. The training must include a large portion of practical application and understanding.

Students at each session must be offered suitable light refreshments at the end of the session.

Water Wise training certificates of attendance are to be issued to each staff member who attends and completes each course.

Where required students should also be given checklists/diagrams or other suitable handouts for later referral.

The supplier will be required to market the training via SAGIC/SANA and must where required "cold canvass" to ensure at least 30 staff attend each session. (this may vary from area to area however the total of 120 people are to be trained and catered for, for each training topic).

All material produced for the training must be supplied to Rand Water in a suitable digital format for Rand Water for later use and editing. All copyright and permissions must reside with Rand Water (this includes all text, graphics, pictures, photos etc).

A second set of 2 training courses must be designed, and arranged for in the second year as well.

1.7 Develop and design (x1), A2 (ABS approved water resistant sign boards with water conservation messages focused on nurseries (e.g. mulch, healthy soil, watering, hydrozoning).

The topic, look and feel of each sign board must be agreed to in a joint meeting agreed with suitable representatives from Rand Water, SANA, SAGIC and the supplier. (Supplier to set up the meeting) Rand Water and SANA must agree to and sign off all draft sign boards prior to final production.

1.7.1 The contractor must translate, A2 ABS water resistant sign boards (1 x Sesotho and 1 x Isizulu) with Water Wise message designed to suite the current gardening generation.

1.7.2 It is required to Print 120 posters (A2 ABS water resistant).

For example,

- English 1x (1 topic) =40
- Isizulu 1x (1 topic) =40

- Sesotho 1x (1 topic) =40
translate (x2), print (x120), and deliver (x120 in total)
(40 x English, 40 x Sesotho and 40 x Isizulu)
Distribution of the A2 ABS water resistant sign boards within the area of the RW supply will be for the cost for the contractor via SANA to registered members. Rand Water at its own cost may distribute others for specific education and targeted interventions.
Digital copies of each A2 ABS sign boards must be provided to Rand Water for the Water Wise website.
(these must also be in editable format)
Digital copies of the A2 ABS sign boards may via SANA be distributed to all other SANA members, however no printed version outside of the Rand Water supply area are to be provided. Rand Water may for its own purposes print additional for own use, internally by Rand Water for distribution.
All sign boards materials used MUST be environmentally friendly, UV resistant for 2 years minimum and use least water in their processing.
All sign boards must have the Water Wise logo with the SANA and SAGIC logo alongside.
- Ensure all informational material is region-specific, focusing on Gauteng, and incorporates local facts and data.
All materials produced for the SANA market must be provided to Rand Water in the final version unlocked and editable (in a suitable digital form for Rand Water). All copyright and permissions must reside with Rand Water (this includes all text, graphics, pictures, photos etc).

A second ABS poster must be designed, translated, printed and distributed for in the second year as well.

1.8 Advisory & Support to the SAGIC associations (e.g. SANA, SALI, TGMA, etc) on behalf of Water Wise

- To be aware of all SAGIC association meetings and events and to engage with RW upfront about these and where feedback or input would be of advantage to ensure that the Water Wise messages and initiatives are explained, conveyed and where required input is provided. Attend planning or review meetings as required (where Rand Water is unable to attend).
- Provide technical input on behalf of Water Wise in terms of aspects such as:
 - New plant varieties suitable for low-water environments
 - Updated irrigation technologies
 - Regulatory changes (water restrictions, use, technologies etc.)
- Recommend continuous improvement measures for the association's program.

It is anticipated that approximately 6 events/meetings a year (12 over two years will be required to be attended)

2. South African Landscapers Institute (SALI). COORDINATE AND PRODUCE DESIGNS, EDITING, TRANSLATION, AND PRINTING OF Z-FOLDERS AS WELL TRAINING SESSIONS:

2.1 Booklet - Develop, supply and printing of 300xA4booklet tailored for SALI members.

The booklet is to consist of about 32 pages including cover page, annexures and closing page, tailored for SALI members (landscapers and architects) and their clients, consisting of full colour with suitable graphics and pictures that suite the generation target audience. Design the booklet to facilitate division into Z-folders for ease of future re-editing and distribution. The booklet is to be in English only.

The water conservation/environmental topics must be negotiated with RW, SALI and SAGIC jointly and agreed to before the writing begins.

Rand Water and SALI/SAGIC must agree to and sign off all draft chapters of the booklet prior to final production.

2.2 Year 2 - Translate the English version of the booklet into Isizulu and Sesotho, as they are two most dominant languages within Rand Water's area of supply.

2.3 Year 2 - The Isizulu and Sesotho booklet is to be printed 100 copies of each on environmentally friendly paper. And 300 in English.

2.4. Year 2 - Z-folders - In addition the contractor shall design and translate 2 different z-folders. The information and topics for the z folders will be taken from the booklet (produced in year1) and may require

some editing/formatting to fit into this specific format. The z folder will need to be translated in Isizulu and Sesotho and will cover 2 topics.

2.5 Year 2 - Z folder print and supply 500x three languages z-folders (back-to-back A4) of two topics
For example,

- English (2x topics) = 1000 (500 each topic)
- Isizulu (2x topics) = 1000 (500 each topic)
- Sesotho (2x topics) = 1000 (500 each topic)
- Print (x3000), and deliver (x3000 in total)

The appointed contractor will carry all the cost payments on the distribution of the booklets within the RW area of supply.

Digital copies of each booklet must be provided to Rand Water for the Water Wise website and must also be in an editable format. Booklets must be in InDesign to allow for later editing and changes by Rand Water. Upon request SALI may distribute digital copies of the booklet to its members, however no printed version of the booklet from this contract costs to be supplied outside of the Rand Water's area of supply either via SALI or its affiliated parties. Should this specifically be required Rand Water will print these internally through printing Department for distribution.

All papers used MUST be environmentally friendly/recycled and use least water in their processing, preferably mat paper finish.

SALI members outside of the Rand Water area of supply may at their own cost print and distribute the booklets, z folders etc.

All booklets and z-folders must have the Water Wise logo with the SALI and SAGIC logo alongside.

Should SALI members wish to advertise in the booklet (no in z folders of pamphlets) this is allowable to offset costs to Rand Water. However, adverts should in some manner support Water Conservation. All copyright and permissions must reside with Rand Water (this includes all text, graphics, pictures, photos etc).

2.6 Develop material for 4 different topics (2 topics year 1 and 2 topics in year 2) that will be specific to SALI. Organise and conduct water and environmental conservation training sessions for SALI members and their clients:

The training sessions of each topic should occur four times annually (four different locations).

A total number of 16 training sessions over a period of two years will be conducted.

The appointed supplier must be familiar with Water conservation and SALI challenges and propose relevant topics for training, subject to approval by Rand Water, SALI and SAGIC.

It is required that specific training interventions of no more than 3 hours be implemented through SALI on water conservation topics to be agree to.

Topic material MUST be signed off by Rand Water and SALI and SAGIC specialist before the final agreed material can be concluded and produced for the sessions.

Training sessions at a centrally agreed location (with SALI) must be undertaken. It is anticipated that each topic will be trained in Tshwane, East Rand/Midrand, West Rand and Vaal Triangle (these could change but it is essential that training venues are spread to encourage greater participation). The material presented must be practical, suite the urgency of water wise education and must directly and indirectly cover topics of water conservation and water conservation techniques that Landscape staff can apply in their day-to-day work and where required advise customers on.

Depending on costs and available budget this training session may be reduced in the second year.

Design and deliver training workshops that may include topics as listed below:

- Water-wise landscape design
- Smart irrigation programming
- Soil preparation & mulching practices
- Plant selection for low-water environments
- Seasonal maintenance practices that focus on water conservation (this aspect is important)

Provide training materials such as:

- Manuals
- Slide decks
- Instructional videos where possible
- Practical demonstration guides (this aspect is crucial)

This training must also include practices within the landscape industry themselves that the staff must apply to reduce water wastage and conserve water.

Water Wise training certificates of attendance are to be issued to each staff member who attends and completes each course.

The supplier will be required to market the training via SAGIC/SALI and must where required “cold canvass” to ensure at least 30 staff attend each session. The training must include a large portion of practical application and understanding.

Students at each session must be offered suitable light refreshments at the end of the session.

All material produced for the training must be supplied to Rand Water in a suitable digital format for Rand Water for later use and editing. All copyright and permissions must reside with Rand Water (this includes all text, graphics, pictures, photos etc).

3. TGMA - COORDINATE A SPECIALIST TO PRESENT AT TGMA EVENTS, SUPPLY AND ORGANISE A MEDIA COVERAGE (written and social) TO STRENGTHEN WATER WISE BRAND

3.1 Arrange and coordinate the scheduling of a specialist to present a discussion on water and environmental conservation at TGMA events (must include speaker costs but exclude refreshments and venue):

The services of a guest speaker (for 2 speaking events- 1 in year 1 and 1 in year 2) to represent Rand Water, Water Wise on a suitable Water Wise topic for the TGMA members at an agreed meeting.

The topic and speaker time and venue must be agreed to with RW and TGMA.

The specialist should preferably be based in Gauteng, and the presentation should primarily address the Gauteng region, unless specified otherwise.

Ensure that the presentation is live streamed on Water Wise's social media platforms. Additionally, the supplier will be responsible for actively promoting and marketing the talk.

The presented topic must also be available for use later in creating editorial content for Rand Water advertorials, articles, etc.

Submit a report after each event summarizing outcomes and water conservation achievements and challenges and recommendations.

3.2 Organize a media coverage (social media and written media) that will enhance interest of the event and strengthen the brand's influence. This will be required for the two speaking events as outlined in 3.1.

3.3 This will include development, production and printing of 2 relevant full colour pull up banners, to be erected at the event. (1 in year 1 and 1 in year 2). Designs and wording to be approved by Rand Water.

It is anticipated that 2 such speaking events will be required over the period of the contract however the second may be reduced should budget be a limitation.

4. South African Landscape Institute (SALI) and Institute for Landscape Architecture in South Africa (ILASA) - COORDINATE WATER WISE GARDEN DESIGNS AND COMPETITION AND JUDGING PROCESS.

The purpose of this competition is to invite professional and emerging landscapers/landscape designers to design Water Wise Educational Gardens that demonstrate practical, innovative, and visually engaging water conservation principles. The gardens must educate the public while showcasing sustainable landscaping solutions appropriate to South African conditions.

4.1 Collaboration with Rand Water and relevant stakeholders is imperative to define the requirements for the design competition that will ultimately lead to the winning design being implemented.

The appointed supplier must arrange all essential documentation, stakeholder meetings, and site visits for the Water Wise Garden design competition aimed at upgrading the Walter Sisulu National Botanical Garden (WSNBG) and establishing a new Water Wise Garden at the Pretoria National Zoo.

The supplier is to arrange meetings with stakeholders (SALI, ILASA, SANBI and Water Wise) to agree to the competition criteria and for all necessary arrangements of awareness and “advertising” to potential competitors via institutions. ILASA/SALI will also assist with institutional awareness to potential designers.

The majority of details about the 2 sites inclusive of videos, pictures drawings scale information etc is available from Rand Water and should be used as part of the brief. Meetings between RW, SANBI, SALI, ILASA and the supplier will be required to ensure clear understanding by all role players. Also there will need to be

separate meetings (possibly on-line) to brief potential designers. This competition is only for members of either ILASA or SALI.

4.2 The supplier is to provide an agreed 1st, 2nd and 3rd prize for each of the two sites. It is estimated that the prizes will be to the value of approximately R20 000, R10 000 and R5 000 respectively.

The requirements, rules, deadlines, and other logistics for the competition submissions must be agreed to in a joint meeting by all stakeholders.

Coordination of the prize/award and adjudication is to be undertaken in consultation with Water Wise, ILASA, SALI, SANBI and SAGIC. The awarding of the prize(s) may be done at the annual SAGIC convention in 2026 (to reduce costs).

The judging process will involve ILASA, SALI with the Water Wise and SANBI team participating as observers. Judging will be mainly an online event as the designs will be scanned in for this purpose. One final in-person judging of documents and proposals may be undertaken in Gauteng (again to reduce costs).

Copyrights and ownership of all design submissions and will be retained by Rand Water for later educational use (students will be acknowledged for their specific design).

4.3 Written and social media posts (various but no less than 10 posts) will need to be created for on-line as well as 2 x "print media" publications.

4.4 The supplier must emphasise the following Design Objectives

Designs to the designers:

Demonstrate Water Wise landscaping principles

Serve as educational demonstration gardens for the public

Be suitable for implementation at a botanical garden and zoo environment

Balance aesthetics, sustainability, durability, and low water use

4.4.1 Water Wise Design Principles (Mandatory)

All entries must clearly demonstrate and explain the application of the following Water Wise principles:

Efficient water use and reduced irrigation demand

Use of indigenous and climate-appropriate plants

Zoning of plants according to water needs (hydro-zoning)

Improved soil health (mulching, soil preparation)

Reduction of water runoff and evaporation

Use of water-efficient irrigation systems

Long-term sustainability and ease of maintenance

Designs must clearly label and explain how each principle is applied.

4.4.2 Design Requirements

Garden Design submissions must include:

A detailed and PRACTICAL concept design for a Water Wise educational garden

Clear educational elements (signage concepts, learning points for visitors)

Planting plans specifying plant species and water requirements

Hardscape and softscape elements that support water conservation

4.4.3 Measurements and Accuracy

All drawings and layouts must be to scale

Dimensions, areas, and quantities must be accurate and clearly indicated

Irrigation layouts and water-saving features must be measurable and practical

4.4.4 Visual Documentation

Designers must demonstrate the ability to:

Take high-quality photographs and short videos of design concepts, mock-ups, or implemented elements (where applicable)

Provide visual material suitable for educational use, marketing, and presentations

Clearly label and describe images and videos

4.4.5 Briefing and Engagement Requirements

Participants must:

Attend a mandatory briefing session with the Water Wise/SANBI team

Engage with Water Wise representatives to ensure correct interpretation of principles

Be available for meetings (virtual or in-person) during the design process

Provide structured feedback on the briefing and design development process

4.4.6 Submission Requirements

Each submission must include:

- Design concept narrative
- Scaled drawings and layouts
- Plant list with water-use characteristics
- Explanation of Water Wise principles applied
- Visual material (photos/videos or visual simulations)
- Designer profile (indicating professional or emerging category)

4.4.7 Evaluation Criteria and process;

Designs will be evaluated based on:

- Compliance with Water Wise principles
- Educational value and public engagement potential
- Innovation and creativity
- Accuracy of measurements and practicality of implementation
- Visual quality and clarity of presentation
- Suitability for the selected sites

Evaluation process will include:

- Representatives for various organisations
- An assessment of the submitted designs for fit for purpose, budget and design criteria
- Possible interview/discussion with selected designers where clarity may be required from the panel.
- The panel's decision will be final

4.4.8. Awards and Recognition

- The competition will include designer awards for the two gardens
- Award facilitation will be coordinated as part of the programme.
- Winning designers may be invited to present their designs at the SAGIC Conference or other forum, showcasing their work to industry professionals and stakeholders.

4.4.9. Presentation and Knowledge Sharing

- Selected designers must be willing to:
 - Participate in presentations, exhibitions, or panel discussions (online possibly)
 - Share lessons learned and design insights
 - Contribute visual material and content for Water Wise education and awareness initiatives
- Designs either entire or a portion thereof may be used for future education and media education with recognition given to the designer.

5. South African Green Industry Council (SAGIC) Awards - COORDINATE WATER WISE AWARDS FOR SALI, SANA, TGMA AND ILASA AND AS WELL AS CONDUCTING A BRIEF SURVEY

5.1 Be able to produce a 1 x pre and 1 x post media statement profiling Rand Water, Water Wise, and its involvement in the various SAGIC awards/conference (2026 and 2027), the winners and the relevance and how they saved water (must be approved by RW prior to publication). This must be made available to Rand Water, Water Wise and must be placed with at least 6 appropriate media (social and printed), with feedback on any successful exposure (this must be over and above any generic statements that may be issued by SAGIC or its affiliate members).

5.2 To increase Water Wise brand awareness, it is important to leverage this in media coverage and associated affiliations. For the SAGIC event it is anticipated that the development, production and printing of 2 full colour pull up banners for the Rand Water stand (one for year 1 and one for year 2).

5.3 Conduct a brief survey at SAGIC to find out on people engagement and awareness with Water Wise and how Water Wise can improve their messaging/awareness/profile within the industry. To be limited to 5 to 10 questions max and must engage 50 people at the convention.

6. Social media - CREATE AN EDUCATIONAL CONTENT IN A FORM OF VIDEO CLIPS AND SOCIAL MEDIA

- Create educational content on water conservation practices, environmental practices (e.g. river and wetland cleanups) and water conservation issues affecting the green industries that will run concurrently with the other SAGIC campaigns. This will be for over and above any social media work listed in items 1 to 5 above.

6.1 Develop and produce 12 x topics relevant to specific situations in the RW supply area for a[proximately every second month of the 2026/27 and 2027/28 calendar years, if possible, align to the environmental days calendar.

6.2 Develop and produce 2 x 60 seconds (no less than 60 seconds and no more than 120 seconds) video clips (for each of the 2 years of the contract) on water conservation practices based on the agreed content. This must be produced in conjunction with the Water Wise team and must involve work and events that they are busy with (videographer is required to accompany the Water Wise team to capture actual work on site). Each video clip is also to be reduced to a 30 second clip for other social media.

All produced materials and video clips shall remain property of Rand Water and no duplicate of materials for personal gains will be allowed.

Video contents and its Intellectual Property rights as well as legal obligations regarding the produced materials will remain under the control of Rand Water and used exclusively for Rand Water purposes.

Increase Water Wise brand leverage in all SAGIC social media expo's or campaigns

The educational content and the videos are to be placed on the Water Wise and SAGIC (with SAGICs approval) relevant social media platforms. Copies also to be provided to RW to use in training, awareness and other events.

All awareness "campaigns" linked to work required in this RFQ must be suitable for and also be posted on the Water Wise and SAGIC (with SAGICs approval) relevant social media platforms.

7. Ad-Hoc additional work in line with above requirements - DELIVER AND SUPPLY AD HOC MATERIALS IN LINE WITH THE ABOVE HEADINGS RELEVANT TO SAGIC

Due to the changing nature of the water situation in the RW supply area (as explained in the introduction) it may be necessary to undertake additional work in line with the work types required in the specifications. To this end RW will have a contingency fee for this ad-hoc work and outputs. However, this will only be agreed to in a minuted meeting with specific requirements and outputs between Water Wise, SAGIC and the supplier. It is possible that part of this may involve a TGMA Water Wise award assistance which is still in the planning phase.

It may also be required that additional specific education and social media information/campaigns will be required but again these MUST be agreed to at a minuted meeting where the costs and numbers will be agreed to in line with costs as stipulated in the quotes for existing work.

For all material and information developed as part of this contract the material, wording and pictures shall become the property of Rand Water and may be used and reused at Rand Water's discretion with no further claim from the developer/contractor. All copy write will remain with Rand Water.

Results of all surveys in this contract are to be provided in detail as well as summarised and various conclusions demonstrated to advise Water Wise on a way forward. Raw data captured is also to be provided for further analyses (no names are to be captured so that results remain anonymous)

8 Reporting Requirements

The Service Provider shall provide:

- An inception report (work plan and timelines)
- Monthly or quarterly progress reports
- Draft and final versions of all materials produced
- A final project completion report

To deliver the completed product to Water Wise EMS at the following address:

Rand Water EMS - Nursery

143 IR Kromvlei Road

Alberton

2000

GPS coordinates: 26°21'08"S - 28°04'02"E

NB: Additional information to take note:

The appointed supplier must arrange all essential documentation, stakeholder meetings, and site visits for the Water Wise Garden design competition aimed at upgrading the Walter Sisulu National Botanical Garden (WSNBG) and establishing a new Water Wise Garden at the Pretoria National Zoo

The Service provider shall:

- Organize a media coverage that will enhance interest in the Water Wise and strengthen the brand's influence tailored for SAGIC members and the public through the development of booklets, organising media coverage, development of Z-folders, development of training sessions and creation of branded ABS boards and translation of printed materials thereof.
- Where possible to ensure that presentations/events are live streamed on Water Wise's social media platforms.

All awareness "campaigns" linked to work required in this RFQ must also be posted on the Water Wise and SAGIC (with SAGICs approval) relevant social media platform.

2. AWARDING STRATEGY

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

3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

3.1. Test for Responsiveness/ Pre- qualification

- 3.1.1. Provide evidence of membership with SAGIC.
- 3.1.2. Provide membership affiliation with the green industry.

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 • Good = 100% - 3 Company references 	25
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 	30

ADJUDICATION CRITERIA		WEIGHT
3.	<p>Equipment Resource Capacity <i>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.</i></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 	20
4.	<p>Work Breakdown / Schedule / Project Programme <i>Aligned with Contractual requirements, credible and acceptable</i></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.SANA 1.1	Supply and produce and deliver of 2 x branded pull up banners and 2 x (A1 ABS) sandwich folded boards 28mm profile - Year 1			4	
1.2	Write a press release explaining the significance of water conservation techniques.			2	
1.3	Conduct a brief survey be limited to 5 to 10 questions max and must engage 25 people at the show.			2	
1.4	A separate debriefing of the survey			2	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
	feedback and media coverage to be provided 4 weeks after the show. X2 shows				
1B 1.1	Supply and produce and deliver of 2 x branded pull up banners and 2 x (A1 ABS) sandwich folded boards 28mm profile SANA trade show Year 2			4	
1.2	Write a press release explaining the significance of water conservation techniques			2	
1.3	Conduct a brief survey be limited to 5 to 10 questions max and must engage 25 people at the show.			2	
1.4	A separate debriefing of the survey feedback and media coverage to be provided 4 weeks after the show. X2 shows			2	
1.5.A 1.5.1	Develop (only) mini A5 x 20-page booklet (full colour with suitable graphics and pictures that suite). (Year 1)			1	
1.5.2	Translate 20 pages of A5 booklet into 2 different Languages (Isizulu and Sesotho)			2	
1.5.3	Reproduce full colour A5 x 24 pages back to back mini booklets (3 x 1000)			1500	
1.5.4	Develop and supply z-folders in 4 different topics			4	
1.5.5	Translate z-folders into 2 different Languages (Isizulu x4 and Sesotho x4)			8	
1.5.6	Reproduce 12x5000 back-to-back full colour folded Z-folders (12 diff z folders)			60000	
1.5.B 1.5.1	Develop (only) mini A5 x 20 page booklet (full colour with suitable graphics and pictures that suite).			1	
1.5.2	Translate 20 pages of A5 booklet into 2 different Languages (Isizulu and Sesotho) (Year 2)			2	
1.5.3	Reproduce full colour A5 x 24 pages back to back mini booklets (3 x 1000)			1500	
1.5.4	Develop and supply z-folders in 4 different topics			4	
1.5.5	Translate z-folders into 2 different Languages (Isizulu x4 and Sesotho x4)			8	
1.5.6	Reproduce 12x 5000 back-to-back full colour folded Z-folders (12 diff z folders)			60000	
1.6 A	Design content for 3hr training sessions (2 topics) Year1			2	
1.6.1	Conduct (8x3hrs) training sessions (2 topics repeated 4 times in yr one at 4 different nursery locations)			8	
1.6.B	Design content for 3hr training sessions (2 topics) Year2			2	
1.7 A	Design 1 colour UV resistant A2 ABS boards			1	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
1.7.1	Translate A2 ABS boards into Isizulu and Sesotho			2	
1.7.2	Print 120 A2, ABS (UV resistant) boards			120	
1.7 B	Design 1 colour UV resistant A2 ABS boards			1	
1.7.1	Translate A2 ABS boards into Isizulu and Sesotho			2	
1.7.2	Print 120 x A2, ABS (UV resistant) boards			120	
1.8 A	Advisory & Support to the SAGIC associations (Year1)			6	
1.8 B	Advisory & Support to the SAGIC associations (Year2)			6	
2 SALI 2.1	Develop and print mini A4, 32-page booklets (full colour with suitable graphics and pictures that suite)			300	
2.2	Translate the booklet into Isizulu and Sesotho (Year 2)			2	
2.3	Reprint and supply 100x (2 languages Isizulu and Sesotho) A4 booklets in full colour, and 200 English (Year 2)			400	
2.4	Design, and translate 2 x full double sided A4 graphic colour Z-folders -2 topics x 3 languages) (Year 2)			6	
2.5	Z folder print and supply 500x three languages z-folders (back-to-back A4) of two topics. Year 2			3000	
2.6 A	Design content for 3hr training sessions (2 topics) Year 1			2	
2.6 B	Design content for 3hr training sessions (2 topics) Year 2			2	
2.7 A	Organise and conduct 8 training sessions x 3hours to SALI members. Year 1			8	
2.7 B	Organise and conduct 8 training sessions x 3hours to SALI members. Year 1			8	
3A 3.1	Coordinate the scheduling of a local specialist guest speaker plus speaker costs TGMA) - GAUTENG REGION (Year1)			1	
3.2	Organize a media coverage that will enhance interest of the event			1	
3.3	Development, production and printing of 2 full colour pull up banners			1	
3B 3.1	Coordinate the scheduling of a local specialist guest speaker plus speaker costs (TGMA) - GAUTENG REGION (Year 2)			1	
3.2	Organize a media coverage that will enhance interest of the event			1	
3.3	Development, production and printing of 2 full colour pull up banners			1	
4 4.1	Coordinate and arrange Water Wise Garden design competition as well as stakeholders' meetings. (By December 2024) SALI and ILASA			1	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
4.2	Coordination of the prizes/awards and adjudication and payment thereof. (At SAGIC convention)			1	
4.3	Written and social media posts			12	
5A 5.1	Produce 1 x pre and 1 x post media statement profiling Rand Water, Water Wise and winners (linking to WW). 6 appropriate media (social and printed) (SAGIC) Awards/conference. (year 1)			1	
5.2	Development, production and printing of 1 full colour pull up banners for the SAGIC awards.			2	
5.3	Conduct a brief survey of 5 to 10 questions to 50 people at SAGIC to find determine WW education improvements and knowledge			1	
5B 5.1	Produce 1 x pre and 1 x post media statement profiling Rand Water, Water Wise and winners (linking to WW). 6 appropriate media (social and printed) (SAGIC) Awards/conference. (Year 2)			1	
5.2	Development, production and printing of 1 full colour pull up banners for the SAGIC awards.			1	
5.3	Conduct a brief survey of 5 to 10 questions to 50 people at SAGIC to find determine WW education improvements and knowledge			1	
6A 6.1	Develop and produce 6 x topics relevant to Rand Water, Water Wise (1xtopic/second month) General Public) Year 1			6	
6.2	Develop and produce 2 x 60+ sec and 2 x 30 sec video clips on water conservation practices and Coordinate for the video to be uploaded on Water Wise and SAGIC media platforms			2	
6B 6.1	Develop and produce 6 x topics relevant to Rand Water, Water Wise (1xtopic/second month) (General Public) Year 2			6	
6.2	Develop and produce 2 x 60+ sec and 2 x 30 sec video clips on water conservation practices and Coordinate for the video to be uploaded on Water Wise and SAGIC media platforms			2	
7 7.1	Ad-Hoc additional work in line with above requirements - Undertake additional work in line with the work types required in the specifications			1	
TOTAL					
VAT					
TOTAL [VAT INCLUDED]					

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

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)

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 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:

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 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.
- 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

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.

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

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.

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 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.

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: