

	<h1 style="text-align: center;">REQUEST FOR QUOTATION (SUPPLY AND DELIVERY)</h1>		Form No: RW SCM 00015 F	
			Revision No: 04	
			Effective Date: 28 June 2022	

BID NUMBER:	10401600 & 10401601.	CLOSING DATE:	22/12/2022	CLOSING TIME:	23:59
DESCRIPTION:	SUPPLY OF HORTICULTURAL AND SELECTED AGRICULTURAL EQUIPMENT SPARES AND CONSUMABLES FOR MAINTENANCE, SERVICING AND REPAIRS OF HORTICULTURAL AND AGRICULTURAL EQUIPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF 12 MONTHS.				
BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	15/12/2022				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Salome Mametja	CONTACT PERSON	Semakaleng Mangoali
TELEPHONE NUMBER	SCM is currently not available on landline numbers due to Covid-19. Please submit correspondence via email	TELEPHONE NUMBER	SCM is currently not available on landline numbers due to Covid-19. Please submit correspondence via email
E-MAIL ADDRESS (Submissions must be made to this address)	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:
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

Rand Water's Environmental Management Services undertakes the horticultural site maintenance of Rand Water's sites using horticultural and selected agricultural equipment. To maintain these horticultural assets Rand Water has two lawnmower workshops to undertake the maintenance, servicing, and repairs of all horticultural and selected agricultural equipment.

Environmental Management Services require the supply of horticultural and selected agricultural equipment spares and consumables to the two lawnmower workshops for the required maintenance, servicing, and repairs of these horticultural and selected agricultural equipment to be undertaken.

Horticultural equipment requiring maintenance, servicing or repairs is booked into one of the two lawnmower workshops for assessments where after the required spares list will be determined by the lawnmower mechanic. The required spares and or consumables list for each horticultural equipment being maintained is allocated a unique internal reference number. Spares requests will be forwarded weekly to the appointed Service Provider with an internal reference number indicating which Rand Water asset requires the spares for either maintenance, servicing, or repairs. Service providers will be required to supply each horticultural or agricultural equipment's complete spares or consumables requirement OEM parts list as no partial orders will be accepted. No after market or pirate parts will be accepted.

The Internal reference number is to be included on the Service providers' delivery note and invoice. Monthly meetings with the appointed Service Provider will be held to address progress of current orders, delivery of spares and or consumables, return of incorrect spares and or consumables received as well as invoice or payment concerns.

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. None.

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

3.2. The functionality evaluation criteria are as follows:

ADJUDICATION CRITERIA		WEIGHT
1.	<p>Previous Experience in Supply and Delivery</p> <p>The purpose is to establish an overall picture of the company's ability in the supply and delivery of goods</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	60
2.	<p>Equipment Resource Capacity</p> <p>The purpose is to establish an overall picture of the company's ability to deliver the required goods.</p> <p><i>Adjudicated based on Equipment Resource Capacity</i> (vehicle/s, means of delivering goods) The rating of this item is based on two-point scale:</p> <ul style="list-style-type: none">• No = 0% -• Yes = 100%	20

ADJUDICATION CRITERIA		WEIGHT
3.	<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. 	20
TOTAL		100

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

3.3. PRICING SCHEDULE

The Supplier must complete the following pricing schedule:

	MILESTONES / LINE ITEMS	MINIMUM THRESHOLD FOR LOCAL CONTENT	TIMEFRAME (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
1.	Brush cutting blades 578-44-01 / 537 14 92-01 275-4t				70	
2.	Brush cutter Nylon trimming line (3.5mm and 3.7mm)				80	
3.	Brush cutter trimmer heads t45x				20	
4.	Brush cutter gear box 531-00-77-69				10	
5.	Brush cutters clutch 521 63 64-01 and 521 32 55-01 / 597 55 73-01				10	
6.	Brush cutters safety guard 537 33 16-03				5	
7.	Brush cutters spark plugs HQT-1 577 48 40-01				20	
8.	Brush cutters air filters 505 360 92 -01				20	
9.	Tractor mounted slasher mower cutting blades H1805 / H1804				15	
10.	Tractor mounted slasher mower skids runners H0422				20	
11.	Tractor mounted slasher mower bolts M 41655 / M511963 UNS/CSK AND BUSH H71914				50	
12.	Tractor mounted slasher mower beam blades H1350 AND H1452				10	
13.	Tractor mounted				20	

	MILESTONES / LINE ITEMS	MINIMUM THRESHOLD FOR LOCAL CONTENT	TIMEFRAME (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
	slasher mower plough bolts M21030					
14.	Tractor mounted slasher mower rear safety guard flaps H0203				4	
15.	Tractor mounted slasher mower gearbox H1400A AND H1300				1	
16.	Tractor mounted slasher mower blade carrier H0531				3	
17.	Ride-on mower cutting pulley 532 17 34 -34				10	
18.	Ride-on mower drive belt 510-20-15-01 /510-20-14-01				15	
19.	Ride-on mower deck belt 539 11 19 -14 /510-20-11-01/ 539- 11-23-34				15	
20.	Ride-on mower carburetor 578 88 45 -01				5	
21.	Ride-on mower spark plugs BP6ES				20	
22.	Ride-on mower filter kit (Air, Fuel and Oil.) 531 02 95-03/ 531 0298-62 /578-47-78- 01/OIL 539 11 34 66				20	
23.	Ride-on mower spindles 53910 87 73/ 539 13 18 - 98/539--11-21-70				20	
24.	Ride-on mower drive pulley 539-11-03- 011/539-11-21--96				20	
25.	Ride-on mower cutting blades 539- 11-20-78/539 10 -40				20	
26.	Ride-on mower battery 577 04 16 -01 AND ENEX U1 M-S				8	
27.	Walk behind self- propelled mower drive belt 531 10 19 - 56 / ROT 3602001 / ROT 3602011				5	
28.	Walk behind self- propelled mower deck belt 53910 19 58/ ROT3602000				5	
29.	Walk behind self- propelled mower carburetor 578 88 45 -01				3	

	MILESTONES / LINE ITEMS	MINIMUM THRESHOLD FOR LOCAL CONTENT	TIMEFRAME (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
30.	Walk behind self-propelled mower spark plugs BPKR5ES// 77-315-1				10	
31.	Walk behind self-propelled mower air filter 531 02 99 -02				5	
32.	Walk behind self-propelled mower fuel filter 5819906-01/531 02 98-62				5	
33.	Walk behind self-propelled mower cutting blades 539 10 03 -40				10	
34.	Chainsaw guide bar 539 95 -45/505 1915/ 501 95 69 -84/ 585 94 34-68				5	
35.	Chainsaw spark plugs B4-LM/ BPMR7A				10	
36.	Chainsaw air filters 503 81 80-04/ 503 81 80 -01				10	
37.	Chainsaw clutch 586 79 84-01				5	
38.	Chainsaw Chains 581 62 66 -01/ 503 30 60 -01				30	
39.	Tractor mounted plough disk 26x6mm 30ROUND HL				10	
40.	Tractor mounted plough bearings. SAMPLE WILL BE PROVIDED				6	
41.	Tractor mounted plough bolts M12 NYLOCK /M132X35 CSK				20	
42.	Pole pruner guide bar 501 95 92-45				5	
43.	Pole pruner spark plug 502 71 13 -01				5	
44.	Pole pruner air filters 537 38 11				5	
45.	Pole pruners clutch 502 50 49 -01				5	
46.	Pole pruner chains 576 93 65 -01				5	
47.	Clearing saw blades 537 72 75				5	
48.	Clearing saw spark plug HQT-1				5	
49.	Clearing saw air filters 587 93 07-01				5	
50.	Clearing saw clutch 521 32 55-01				5	

	MILESTONES / LINE ITEMS	MINIMUM THRESHOLD FOR LOCAL CONTENT	TIMEFRAME (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
51.	Back-pack blower spark plug NGK CMR7H				20	
52.	Back-pack blower air filters				10	
53.	Back-pack blower fuel filters				10	
54.	Sports field line marker10L PVA Line marking paint				10	
55.	Sports field line marker battery 577 04 16 -01 AND ENEX U1 M-S				2	
56.	Other consumables 6L Fuel decanting container with no spill spout				10	
57.	Other consumables Two stroke oil 587 80 85 -11				10	
58.	Other consumables Grease 10175-54. 4KG				5	
59.	Tractor mounted rotovator blades and bolts SAMPLE WILL BE PROVIDED				10	
60.	Tractor mounted rotovator Skid runners SAMPLE WILL BE PROVIDED				2	
61.	Tractor mounted rotovator Drive chain SAMPLE WILL BE PROVIDED				1	
62.	Tractor drawn stump grinder cutting teeth				72	
63.	Tractor drawn stump grinder cutting teeth bolts.				144	
64.	Tractor drawn stump grinder drive belts				8	
65.	Tractor drawn woodchipper blades				4	
66.	Tractor drawn woodchipper battery 12V 646				1	
67.	Tractor drawn street sweeper broom replacement reels				3	
68.	Tractor drawn street sweeper side broom replacement reels				3	
69.	Electric and petrol self-propelled cylinder mower Bottom blade 393000				12	

	MILESTONES / LINE ITEMS	MINIMUM THRESHOLD FOR LOCAL CONTENT	TIMEFRAME (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
70.	Electric and petrol self-propelled cylinder mower replacement cylinder blade 305074				12	
71.	Electric and petrol self-propelled cylinder mower Sharpening and back lapping cylinder blade EG				12	
72.	Electric and petrol self-propelled cylinder mower drive chain 2986 519/ 2986543				3	
73.	Tractor mounted boom sprayer replacement nozzles				10	
74.	Tractor mounted boom sprayer replacement filters				3	
75.	Tractor mounted boom sprayer hose				10	
76.	Bailing machine bailing twine				12	
77.	Bailing machine hydraulic pipes				5	
78.	Bailing machine drive chains				3	
79.	Tractor drawn windrow rake Replacement rake wheel P20AG001				3	
TOTAL						
VAT						
TOTAL [VAT INCLUDED]						

3.4. ***The (80/20) Preferential Point System will be used to evaluate price and preference on quotations.***

3.5. ***Rand Water does not bind itself to accept a quotation with the lowest price.***

4. RETURNABLE DOCUMENTS

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

Required for Evaluation

- 4.1. Local Content Declaration Forms (Not applicable).
- 4.2. Functionality evaluation supporting documents.
- 4.3. A B-BBEE Status Level Verification Certificate (SANAS Approved) / Sworn Affidavit (For EMEs& QSEs) must be submitted in order to obtain preferential points.
- 4.4. Completed and signed SBD 4 Form (Declaration of Interest)

- 4.5. Company Resolution Letter (proof of authority).
- 4.6. Letter of Good Standing, COID (Not 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**

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

Position

Name of bidder

5. GENERAL TERMS AND CONDITIONS

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

5.1. DEFINITIONS

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

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

5.2. FIXED PRICE

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

5.3. DELIVERY TIME OR DATE

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

5.4. PURCHASE ORDER

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

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

5.5. LETTER OF AWARD

Upon appointment, the Supplier shall be required to sign a Letter of Award. In the event that the Letter of Award is not accepted within the times indicated in such letter, the letter will automatically terminate and will not be enforceable.

5.6. CANCELLATION OF ORDER

5.6.1. 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.

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

5.7. DISPATCH OF SUPPLIES

5.13. 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.

5.14. WARRANTY

5.14.1. 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.

5.14.2. 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.

5.14.3. 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.

5.14.4. 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.

5.15. 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.

5.16. 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.

5.17. AMENDMENT OF ORDER

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

5.17.2. 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.

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

5.8. SPECIFICATIONS

- 5.8.1. 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.
- 5.8.2. 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.

5.9. 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.

5.10. PAYMENT

Rand Water does not allow advance payments to the Supplier.

- 5.10.1. 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.
- 5.10.2. Payments shall be effected within 30 days after submission of monthly statement.
- 5.10.3. 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.

5.11. 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.

5.12. PENALTY AND PERFORMANCE CLAUSE

- 5.12.1. 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.
- 5.12.2. 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.

5.18. CESSATION 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.

5.19. 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.

5.20. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

- 5.20.1. 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.
- 5.20.2. 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.

5.21. 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: