

REQUEST FOR QUOTATION

Form No: RW SCM 00016 F

Revision No: 09

Effective Date: 31 Jan 2023

BID NUMBER:	10399243-R	CLOSING DATE:	04-April-2023	CLOSING TIME:	23h00
DESCRIPTION:	Monitors, TV 42inch S Supply and delivery of shredder machine, M system, laminating m	Smart LED, Base of: A3/A4 Lamina irrorless camera achine, A3/A4 L	cCTV test monitor, Interactive white board, CCTV see station radio, webcam nator, A3/A4 Laminator, Binding machine, Heavy duty a, wireless headset, Portable wireless speaker, sound Laminator, Tripod, Voice recorder, Camera, Laminating tor, Speaker, headsets for switchboard		
NON- COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	30-March-2023			_	•

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER SOURCING MANAGER			ING MANAGER
CONTACT PERSON	Molefi Ramoshebi	CONTACT PERSON	Kulani Shibambu
TELEPHONE NUMBER	011 724 9359	TELEPHONE NUMBER	011 682 7199
E-MAIL ADDRESS (Submissions must be made to this address)	Buyer_20@randwater.co.za	E-MAIL ADDRESS	kshibamb@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:			TRAL SUPPLIER ABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION	[TICK APPLICAI	-	LEVE AFFII	EE STATUS EL SWORN DAVIT	[TICK APPLIC	•
CERTIFICATE	□Yes	□No	(EME	s and QSEs)	□Yes	□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**

1. CCTV TEST MONITOR

7 inch TFT LCD Monitor (1280 x 800 Resolution)

BNC Video Input / BNC Video Out for CCTV Camera Testing

HD BNC Input for AHD, HD-TVI, HD-CVI, HD-SDI / EX-SDI Camera Testing

Supports TVI 2.0 and 3.0 (2, 3, 5, and 8 Megapixel HD-TVI Cameras)

Supports AHD Up to 5 Megapixel

Supports CVI Up to 8 Megapixel

LAN Input & WiFi for IP Camera Testing

Built-in Power Output for Camera Testing (CCTV and IP Cameras)

12V DC 2 Amp Power Output for Powering Cameras

POE (24 Watt Max) for Powering PoE IP Cameras

USB 5V / 2 Amp Output for Mobile Phone

Used in IP and CCTV Testing and Monitoring

Built-in PTZ Camera Tester

Supports Both Analog and IP PTZ Cameras

Built-in RJ-45 Ethernet Cable Tester

Built-in POE Tester

Carrying Case and Neck Strap

Rechargeable Li-Ion Battery & Power Supply for Charging

Up To 10 Hours of Battery Life with Normal Use

Works with PAL and NTSC Cameras

8GB Micro SD Card Included (Supports up to 32GB)

Supports RS-485 for PTZ Control

2 INTERACTIVE WHITEBOARD

Supply and install a white board as per specification

Interactive White Board Kapp 84 -make smart-model-Kapp84 -quantity-1

Description -

84 inch Screen

Connects to USB

DVIT technology

Durable steel Frame

Bluetooth 4.0 Dual mode

NFC Tag Android Devices

QR code

Connects up 250 devices

Installation schedule

Installation of Kapp84

kapp® 84 board (kapp84)

Overview

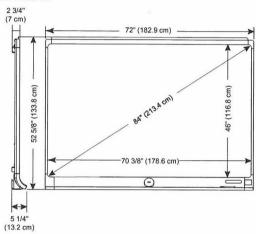
The war kapp® 84 board enables you to collaborate with others in a simple but powerful way. Write and draw on the board like you would a regular dry erase board. You can then connect a Bluetooth®-enabled mobile device to the board by scanning a Quick Response (QR) code or by tapping the Near Field Communication (NFC) tag. When you first connect your mobile device, you're directed to the Apple App Store or Google Play™ to download the kapp app. After you download and install the app, you can use it to connect to your board and share content with others.

See smartkapp.com for more information on this product.



Dimensions and weights¹

Dimensions



Weight

57 lb. (25.9 kg)

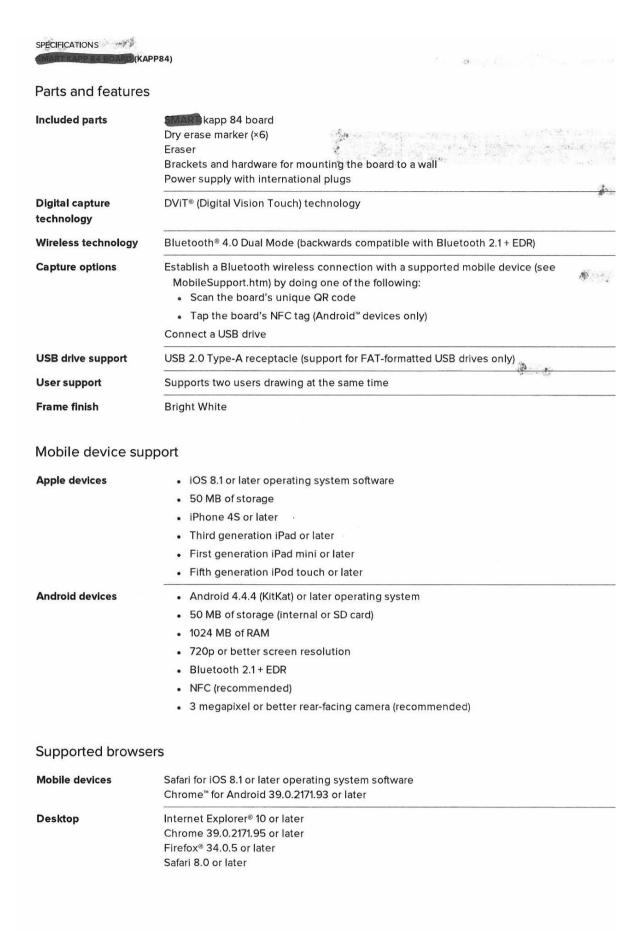
Shipping dimensions

77" × 56" × 6 1/2"

(195.6 cm × 142.2 cm × 16.5 cm)

Shipping weight

60 lb. (27.2 kg)



Mounting

Options

Included mounting bracket

Standard VESA® 600 mm × 400 mm mounting bracket (not included)

Recommended height

76" (193 cm) from the floor to the middle of the included mounting bracket

Bolt requirements for VESA mounting bracket

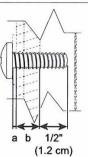
Size

M₆



Maximum length

To avoid damage to the board, ensure the bolt is no longer than 1/2" (1.2 cm) plus the width of the washer (a) and the width of the bracket (b)



Power

Power requirements

100 V to 240 V AC, 50Hz to 60Hz

Power consumption at

15 W (maximum)

77°F (25°C)

Power cable 7' 10 1/2" (2.4 m) power cable

Storage and operating requirements

Storage

Temperature

-40-140°F (-40-60°C)

Humidity

5-95% relative humidity, non-condensing

Operating

Temperature

41-95°F (5-35°C)

Humidity

10–80% relative humidity, non-condensing

Certification and compliance

Regulatory certification CE, ETL, FCC

Environmental compliance

European Union

REACH, RoHS, WEEE and Packaging

U.S.

Packaging and Conflict Minerals

3 A3/A4 LAMINATOR

- Simple, intuitive tap touch interface
- Quick & convenient laminator warms up in 90 seconds
- Ideal for Offices and users who laminate on a regular basis
- Warm up Time: 1.5 min
- Laminating Width: Up to A3 Max (324mm)
- Max Pouch Thickness: 150 250 mic (2x75mic or 2x125mic)
- Laminators from ID size to A3
- Select pouch thickness with the touch of a button
- Adjustable pouch guide keeps documents perfectly aligned
- Auto alert beeps to warn if a pouch is being misfed
- Press release button to quickly remove any misfed pouches
- Green light & audible beep indicate when ready
- Exit tray for a perfectly flat finish
- Auto shut off after 30 minutes of inactivity conserves energy

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5. BINDING MACHINE

Product/Packaging Information
Product Weight
13.5 kg
Product Dimensions
446cm(L) x 490cm(W) x 152cm(H)
Shipping Weight
13.5 kg
Shipping Dimensions
446cm(L) x 490cm(W) x 152cm(H)

Heavy duty electric comb binding machine ideal for frequent large office use

Punches up to 28 sheets at a time with the touch of a button; Binds up to 500 sheets with a 51mm comb

Removable binding mechanism can be used separately for increased productivity

Vertical document loading and the enhanced accuracy edge guide ensure accurate punch alignment

Built-in comb storage tray features document thickness guide for selecting comb width

6. HEAVY DUTY SHREDDER

Shreds paper, CD's & credit cards.

Auto shred 75 sheets.

Shred Capacity: 6 Sheets, Micro cut 3*9mm.

Security Level: P4 (High Security).

15min continuous run time.

Auto on / off / reverse.

Overload protection.

Staple friendly.

23 Litre waste bin.

210 Watt motor

Noise level 60dB.

Auto Feed

Size: 370 x 265 x 492m

7. MIRRORLESS CAMERA WITH 28-70MM F/3.5-5.6 OSS LENS

Inner diameter of 55mm and a short flange focal distance of 16mm VRD X 16 - 250MM. Caption: 16:9 4 UK UHD/ 30P video using the whole frame

8. HEADSET WIRELESS

HD 350BT Wireless Over-Ear Headphone

9. PORTABLE WIRELESS SPEAKER



Bluetooth - Wireless - Portable - Smart Speaker

Immersive sound with the Google Assistant. Voice-activated speaker with WI-FI and Bluetooth enabled that delivers incredible room-filling sound from a compact design. It has the Google Assistant built-in.

A simple voice request triggers your speaker to play music, podcasts or radio.

Speakers with Chromecast built in

Hands-free voice control Far-field voice recognition allows for easy hands-free operation

Simple setup with the Google Home app on iOS & Android (simple setup & use)

Dimensions (cm) 23.6 x 13.4 x 15.4

Weight (kg) 1.7

24bit/96kHz High Quality sound, powered by the cloud – Chromecast streaming directly from the cloud, so you get the highest sound quality. Enjoy crystal clear sound exactly the way the artist intended

Multi-room playback across speakers that have Chromecast built in – a step by step guide allows you t quickly start streaming your music

Bluetooth version 4.2 Auto-power off Bluetooth Chromecast Built-In Google Assistant Multi-room Support Wi-Fi Support

10. SOUND SYSTEM



Wireless Music System for Network Audio Streaming, Internet Radio, AirPlay and Spotify.

The CEOL Piccolo is the latest generation of Denon's multi-award winning lifestyle Network Music system. The ultra-compact CEOL Piccolo fits almost anywhere and provides access to your music collection via your home internet, wherever it is stored – on computer, NAS (Network Attached Storage), or mobile device. With its own integrated Wi-Fi and Ethernet cable connection, it supports AirPlay® and lossless streaming of high definition music files (FLAC/WAV/AIFF/ALAC) from the home network. The Piccolo also supports Bluetooth® streaming with NFC pairing, and features Spotify® Connect online music service and Internet radio.

11. Digital scale with height measure and BMI

- Micro T3 BMI scale 300 KG

12. Base station radio

UHF

Range between 300 megahertz and 3 gigaherts
Meets military standard for shock and vibration
High power and high quality front speaker
Multiple scan features as well as built in CTCSS and DCS encoder/ decoder
Variable frequency oscalator memory, continuous tone coded squelch
Supply, install and commission

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Panfontein

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- 16 Tripod for camera
- 17 Voice Recorder The Olympus DM720 Digital Portable Dictaphone
- 18 Smart TV UK 42 inch LED
- .19 Cameras for SHEQ Officer and admin Nikon or Canon, endurance for nigh vision pictures is a must
- 20. Voice recorder conference kit

Digital Recorder with Dragon Speech recognition software. It needs to record a meeting of up to 6hours and total room of about 40 attendees.

21. FREESTYLE SMART PROJECTOR

Series 3 Projection System Resolution1920 x 1080

Light Source TypeLED

Light Source Life20000 hrs

Throw Ratio1.2

Screen Size30~100"

Projectile Distance for 100"2654mm

Digital Keystone CorrectionYes

Display TypeDLP

Brightness (LED Lumen)230 ANSI Lumen (Peak), 550 LED Lumen (Peak)

Noise (dB)30 dB(A)

Video

Picture EngineCrystal Engine

HDR (High Dynamic Range)HDR10

HLG (Hybrid Log Gamma)Yes

Contrast100,000:1

ColorPur Color

Contrast EnhancerYes

Auto Motion PlusYes

Film ModeYe

Audio

Dolby Digital PlusYes

Sound Output (RMS)5 W

Speaker Type360 Degrees

Multiroom LinkYes

Blutooth AudioYes

Adaptive SoundAdaptive Sound

Smart Feature

Mobile to TV - Mirroring, DLNAYes

Tap ViewYes

Sound WallYes (Lite)

Remote AccessYes

App CastingYes

Easy SetupYes

Bluetooth Low EnergyYes

WiFi DirectYes

Sound MirroringYes

Connectivity HDMI1 (Micro)

HDMI A / Return Ch. SupportYes

eARCYes (HDMI 1.4)

Wireless LAN Built-inYes (WiFi5)

BluetoothYes (BT5.2)

Anynet+ (HDMI-CEC)Yes



22. SPEAKER

Model Name Onyx Studio 7
Connectivity Bluetooth

Technology

Recommended Uses Music

For Product

Compatible Devices Laptop, Personal Computer, Smartphone



23 2x headsets for switchboard and 1 x processor





24 Webcam

Additional info: Quantity :.2 (Fish Eagle 1 & 2)

Rally ceiling mount pod Hub x2

Rally mounting kit x 2

Rally mic pod x 4 (2 for each conference room)



2. AWARDING STRATEGY

The maximum number of suppliers to be awarded this RFQ is 01.

3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

3.1. Test for Responsiveness/ Pre- qualification

NOT APPLICABLE

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.	Previous Related Experience (Similar to current RFQ Scope/Work) The rating of this item is based on a four-point scale: • None = 0 % - No submission • Weak = 33.3% - 1 Company reference • Moderate = 66.7% - 2 Company references • Good = 100% - 3 Company references	25
2.	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. The rating of this item is based on a four-point scale: None = 0 % - No submission Weak = 33.3% - Company organogram not reflecting the resource needs for the scope of work Moderate = 66.7% - Company organogram partially addressing the resource needs for the scope of work Good = 100% - Company organogram adequately addressing the resource needs for the scope of work	25
3.	Equipment Resource Capacity 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. The rating of this item is based on a four-point scale: None = 0 % - No submission Weak = 33.3% - Minimal capacity in relation to the scope Moderate = 66.7% - Capacity meets the scope requirements with some gaps Good = 100% - Capacity meets the scope requirements	25
4.	Work Breakdown / Schedule / Project Programme Aligned with Contractual requirements, credible and acceptable The rating of this item is based on a four-point scale: None = 0 % - No submission	25

ADJUDICATION CRITERIA	WEIGHT
 Weak = 33.3% - The work breakdown/ schedule / project programme but is unclear. Moderate = 66.7% - The work breakdown/ schedule / project p submitted and has some indication of the duration. Good = 100% - The work breakdown/ schedule / project programme and has a clear indication of the duration and delivery date. 	rogramme is
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.	CCTV TEST MONITOR			1	
2.	INTERACTIVE WHITEBOARD			1	
3.	A3/A4 LAMINATOR			1	
4.	A3/A4 LAMINATOR - CREATED AGAINST 4701			2	
5.	BINDING MACHINE			1	
6.	HEAVY DUTY SHREDDER			3	
7.	MIRRORLESS CAMERA WITH 28-70MM F/3.5-5.6 OSS LENS			1	
8.	HEADSET WIRELESS			15	
9.	PORTABLE WIRELESS SPEAKER			1	
10.	SOUND SYSTEM			1	
11.	Laminating machine			2	
12.	CCTV Monitors - 42" Full HD LED			6	
13.	Laminating machine			1	
14.	Tripod			1	
15.	Voice Recorder			1	

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	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
16.	TV 42inch Smart LED			1	
17.	Camera			2	
18.	Voice recorder conference kit			1	
19.	Base station radios			3	
20.	Digital scale with height measure and BM			1	
21.	FREESTYLE SMART PROJECTOR			1	
22.	SPEAKER			1	
23.	headsets for switchboard			2	
24.	Webcam			2	
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.

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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).

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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 institution	of	State

2.2 2.2.1	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO 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.

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3 DE

3.1 3.2

3.3

3.4

3.4

3.5

3.6

.....

Signature

Position

ECLARATION
I, the undersigned, (name)
I have read and I understand the contents of this disclosure; I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect; 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. 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. 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.
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.
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.

Date

Name of bidder

.....

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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.

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:

> means the order between Rand Water and the "PURCHASE ORDER'

Supplier:

"DELIVERY" means delivery in accordance with the

conditions of the Purchase Order at the stated

delivery point; means any services, equipment, goods, items "SUPPLIES"

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

- In terms of this order Rand Water undertakes to procure, 5.4.1. 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

- 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

- The Supplier shall ensure that the service to be rendered 5.7.1. 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.
- Rand Water shall be entitled to return any goods with 5.7.2. defects or deviations from the agreed specification within 7 days after date of delivery and will not be liable for any cost.

5.8. **GUARANTEE**

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

5.9. PAYMENT

5.12. FORCE MAJEURE

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

- a. natural disasters
- b. war, act of foreign enemies
- 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

- The Supplier warrants that all goods and Services supplied under this 5.13.1. 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.
- 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. 5.13.2.
- 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 b) specified; or
- fails to comply with any of the other instructions, terms, or c) 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

- No amendment or variations to the Purchase Order shall 5.16.1. 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:	
inallic.	Designation.	

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