



REQUEST FOR QUOTATION (SUPPLY AND DELIVERY)

Form No: RW SCM 00015 F

Revision No: 06

Effective Date: 1 Aug 2024

BID NUMBER:	10416844	CLOSING DATE:	21.11.2025	CLOSING TIME:	23:30
DESCRIPTION:	Smart Electronic Key centric locks, software and associated equipment to Rand Water Zuikerbosch				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	NA	BRIEFING SESSION VENUE	NA		
ISSUE DATE	17.11.2025				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

BUYER		SOURCING MANAGER	
CONTACT PERSON	Jeanette Bester	CONTACT PERSON	Tshepo Morare
TELEPHONE NUMBER	016 425 8208	TELEPHONE NUMBER	011 682 0911
E-MAIL ADDRESS <small>(Submissions must be made to this address)</small>	jbester@randwater.co.za	E-MAIL ADDRESS	tmorare@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

This RFQ is for the supply and delivery of a Smart Electronic Key centric locks and associated equipment as per specifications listed below.

The supplier will be responsible for the following as a minimum:

- Supply of all locks, hardware and associated equipment.
- Programming and setup of all locks and hardware
- Setup of software
- Providing training on software and systems in totality.

Overview of lock and system Rand Water want to install

The YeboTech or equivalent electronic key-centric access control system Rand Water want to install is for proper access control with an Audit trail in all areas to be controlled by the system, for example Electrical MCC rooms, Standby Generator enclosures, Transformer Bay padlocked gates, storerooms, offices and more. Existing locks and cylinders will be replaced with a compatible electronic cylinder or lock. These electronic locks can only be opened by a programmable Intelligent smart key.

Many areas where the system will be implemented are in remote locations with no power supply or network points available. Therefore, all electronic locks will not be dependent on external power supply or network connection. Programmable and re-chargeable smart keys which store individual key holders access permissions will open the electronic cylinders or locks.

A Multi-function Sync station syncs Keys with the YeboMaster management system via USB or GSM with a GSM Module.

The Yebomaster management system will be responsible for:

- Setting schedules for when authorized locks may be accessed.
- Download detailed audit trails of locks and key activities
- Generate reports.
- Expire or deactivate keys.
- Configure automatic email notifications on access activity.
- Manage multiple key modes.
- Accessible through LAN or secure Internet.

Product specifications

The supply o

- All cylinders must retrofit into existing doors and locks.
- The product must offer fully electronic features such as
 - Programmable access rights,
 - Time scheduling,
 - Audit trails,
 - Blocking of lost keys. (deactivation must be instantaneous and remote)
- The Keys must have NFC & Bluetooth capabilities.
- The system must include portable GSMs.
- GSM modules must support secure, encrypted communication to prevent unauthorized access.
- The system must be a web-based application as well as compatible with a mobile device.
- Preference will be given to a Local manufactured product.

The system will therefore comprise of at least the following four main components:

1. Electronic Euro profile Lock cylinders, camlocks and Padlocks
2. Multi-function Sync stations
3. Programmable Smart keys
4. Management system software

1 - Electronic Lock cylinders and Padlocks

1.1 Euro profile Key and Thumb turn Cylinder:

Yebo 65mm Euro profile Thumb turn cylinder (YL20-TTC-01) features a brass body with a satin nickel-plated (SNP) finish.

Must be suitable for door thicknesses ranging from 38mm to 60mm

Key attributes include a reinforced stainless-steel digital core, which is IP67-rated, allowing for digital access control via Yebo-manager software without the need for batteries

1.2 Yebo 50mm Smart Padlock: YeboT 50 padlock

Yebo 50mm Smart Padlock (YL20-PDL-08)

Must be a very high security hardened & chrome plated steel cylinder padlock to be used for harsh outdoor environment

High security Yebo digital padlock cylinder

Programmable digital access control - fully auditable for key and lock usage

Optional key-retaining/non-key-retaining

The core provides complete digital access control for the padlock via the Yebomanager software

The shackle is double bolted with stainless steel ball bearings for additional security.

Hardened Chrome plated 9.5mm steel shackle - double-bolted with ball bearings for maximum lock security

1.3 Stainless Steel Cam Lock – YL20-SSCAM-01

High-security tailpiece is resistant to corrosion and weather conditions, outdoor use.

Reinforced Stainless Steel core (IP67 rated)

Configurable 90° rotation both clockwise and counterclockwise.

No battery required.

1.4 Euro cylinder Sash case 76mm

Union 22315 Euro cylinder Sash Mortice lock

Product Code: L-22315-76-GZ

1.5 Euro Profile Protea Lever handle

Backplate size (mm): 165 x 50

Finish: Satin Chrome

Spindle Size: 8mm

Supplied In Pairs

Product Code: CB612-05 Euro profile

2 - Multi-Function Sync Station

GSM Multi-function Sync station - YSS-GSME-01

Use to sync key with the YeboManager management system via USB or GSM with GSM module

Must Support failover between modes for network redundancy and battery back-up for autonomous GSM sync

Key activation by user PIN in emergency key-powered mode in the event of total network and power failure

3- Gen2, Yebo Smart Bluetooth key - YK20-KEYB-01

Gen2 YeboKey

Inductive interface

Must incorporate Bluetooth and NFC technology

Key Memory - 2MB memory

Sync - Background auto-sync through YeboSync
Key Charging - Qi wireless charging
Encryption - AES128 encryption
IP Rating - IP68 Rating housing
Wireless charger

4- Management system

Web -based Management site
Mobile application
Fully Customizable configurations
Hierarchy and Group-based management
Full Auditable/Reporting on all hardware
Usage statistics and Reporting
Permissions and access can be granted remotely

The proposed or supplied System must have the following Capabilities:

SOLUTION OVERVIEW:

What should the overall product set look like?

Yebo Tech or equivalent electronic locking solution comprising:
Drop-in replacements for conventional mechanical locks.
Electronic keys capable of accessing hundreds of locks and supporting capabilities such as time windowing, key expiry, multi-key and checkpoint. Fixed sync stations and mobile phones at which electronic keys can upload audit trails, acquire authorisations and re-activate time windows.
A web-based management system at which lock authorisations and key use can be monitored.

SYSTEM CAPABILITIES:

One key:

One key must access many kinds or different kinds of locksets.

Autonomous locksets:

Locks don't require power and can be installed anywhere, very often as drop-in replacements for existing mechanical locks

Remote authorisation:

Once a lockset is captured on the management system a key can be authorised without accessing the lock.

Unique authorisations:

Authorisations issued to individual keys are unique.

Auditing:

All key, lock and management system activity are audited. Lock audit trails can be collected by keys.

Blacklisting:

Blacklisting of keys and keys on locks, locks can be informed by authorized keys of new blacklists.

Firmware upgrades:

Upgrade key firmware in sync stations, upgrade lock firmware using a configured key.

Time expiry:

Keys can be automatically expired, rendering lost keys useless after a period.

Time windowing:

Key use can be restricted to specified times of day.

Dual key / Multi-key:

Multiple insertions of different keys can be required to open a lockset.

Lock sync:

The Yebo Gen2 key can be used as a communication means between a lock and the management system, allowing locks to “sync” in addition to keys.

Field management:

The YeboSync app supports management of product in the field, including installation, GPS location, diagnosis and removal.

Technical Capabilities:**Networked:**

Gen2 keys can sync automatically with a nearby mobile phone using Bluetooth. ABLE connected key can establish a communication link between a lock and the management system

Management system:

The management system must be accessible via the Internet, for example at <https://secure.yebotech.com>, and is only accessible via secure HTTPS. Authorised users may log in with a username and password. A user may access multiple accounts and locks shared between accounts.

Management accounts:

Management accounts are sized at 100, 500 and > 1,000 lock sets. Number of users and keys is unlimited. Locks and keys cannot be shared across accounts but may be moved between accounts. Cross-account syncing

YeboSync App:

The YeboSync app may be used to sync, activate keys, diagnose keys, audit locks, install locks, issue keys and revoke keys, and remove product in the field. Locks can be geo-located during installation. Very little training is required to use the app.

SYSTEM SECURITY:

All devices such as locks, keys and sync stations are identified by a globally unique id (GUID) that never changes.

When a key initially requests a master authorization from a virgin lock the lock transmits a unique secret code to be stored on the key.

Additional authorizations can then be acquired that are less powerful, for example “open lock”.

This process can be performed for both keys and locks using the YeboSync app.

For locks a connected key simply needs to be inserted into a lock. If the product has been site-tied the management system can establish an encrypted end-to-end connection to the device, ensuring no security keys are ever visible to third parties.

All subsequent uses of authorization are protected using a challenge-response (CHAP) algorithm: on each access the lock transmits a random number to the key which the key is then required to encrypt using the shared secret key, so it is not possible for an eavesdropper to determine the secret key or execute a replay attack following a regular lock access.

When a lock is captured to the management system secret keys are uploaded to the management system database and consequently become more vulnerable. The management system uses the seed authorization to generate new "proxy" authorizations qualified in some way. Each proxy authorization is unique, and it is not possible to determine the original authorization from a proxy authorization. Examples of restrictions are type of operation, time or a need to participate in a multi-key operation. For example, a lock master authorization may be used to generate a thousand unique authorizations to just open the lock without master key access. If that original master authorization is revoked on the lock, then all keys issued with proxies based on that authorization are rendered invalid.

General Criteria:

The preference will be for a local manufactured product. Software must preferably also be developed locally in South Africa. This will make future expansions easier.
Service backup, Product support and spares must be available for a period of at least 10 years from date of supply.
Demonstrate that the product is designed and manufactured in South Africa – Proof
Provide at least 2 (Two) Contactable references where product to be supplied is currently installed and working.

Due diligence will be conducted to proof that the proposed system by the supplier is installed and working in the industry.

Certification

- ISO 9001
- IP67 certification
- Temperature control testing for cold and Hot climate.
- Electromagnetic Compatibility (EMC)

Please note that as mentioned in the scope of work - The specifications are as per the Yellotech system however responses for alternative/equivalent systems meeting the specification requirements will be accepted

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

None

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

3.2. FUNCTIONALITY CRITERIA

3.2.1. Not Applicable

3.3. PREFERENTIAL POINT SYSTEM

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

3.3.1. PRICING SCHEDULE

The Supplier must complete the following pricing schedule:

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
1.	Smart Electronic Bluetooth Keys			95	
2.	Smart Key Wireless charger			95	
3.	Electronic Padlocks			30	
4.	Euro Profile Cylinders locks(65mm)			68	
5.	Union 22315 Euro cylinder Sash locks			68	
6.	Protea Euro Profile Door Handles. (Pairs)			68	
7.	GSM Sync station			8	
8.	Stainless Steel Cabinet/Cam Locks			140	
9.	License Fees 10 years			1	
10.	Training and Software setup			1	
TOTAL					
VAT					
TOTAL [VAT INCLUDED]					

NB: Failure to price all items will result to disqualification.

3.3.2. SPECIFIC GOALS

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

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

B-BBEE Status Level of Contributor	Number of point
1	20
2	18
3	14
4	12

B-BBEE Status Level of Contributor	Number of point
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

4. RETURNABLE DOCUMENTS

4.1 Returnable Document/s Used for Scoring

Failure to provide all Returnable Documents used for purposes of scoring a RFQ, by the closing date and time of this RFQ will not result in a disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.

- 4.1.1 B-BBEE Status Level Verification Certificate (SANAS Approved) / Sworn Affidavit (For EMEs& QSEs)/ the dtic B-BBEE Certificate

4.2 Essential Returnable Documents

- 4.2.1 Completed and signed SBD 4 Form (Declaration of Interest)
- 4.2.2 Company Resolution Letter (proof of authority).

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.

5.12. 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

5.9. PAYMENT

Rand Water does not allow advance payments to the Supplier.

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

its rights or interests under a Purchase Order or these terms and conditions.

5.19. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

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