

REQUEST FOR QUOTATION

Form No: RW SCM 00016 F

Revision No: 09

Effective Date: 31 Jan 2023

BID NUMBER:	10403283	CLOSING DATE:	16 February 2023	CLOSING TIME:	23:30
DESCRIPTION:	English Literacy Project for Water Week and Environment Week				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	10 February 2023				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Simangele Maseko	CONTACT PERSON	Mpolokeng Mtimkulu
TELEPHONE NUMBER	011 682 7251	TELEPHONE NUMBER	011 682 7251
E-MAIL ADDRESS (Submissions must be made to this address)	smaseko@randwater.co.za	E-MAIL ADDRESS	mpmtimku@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) <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

Water Wise is Rand Water's environmental brand. It is a campaign aimed at increasing awareness of the need to value water and to use it wisely. South Africa is a water stressed country, and its water resources are under tremendous pressure from a growing population, on-going development, climate change, pollution, and other human impacts. Education programmes offered by Water Wise aims at changing people's attitude and their behaviour. Programmes teach people to become more sustainable in their everyday activities and use water wisely.

Water Wise has for over twenty-five years been forging partnerships and developing relationships with schools, non-profit organisations, businesses, nurseries, individuals, etc. The Water Wise message is applicable to the Rand Water area of supply, i.e. Gauteng and parts of Mpumalanga, Free State and North West, as well as to South Africa as a whole. Rand Water's Water Wise Education Team (WWET) offers edutaining (educational and entertaining) programmes to schools and produces education material (books, posters, brochures, etc.) available for use by the public. Education programmes and material are in line with the school curriculum.



Figure 1: The six meanings of being Water Wise, which is the foundation of the Water Wise message.

There is a great need for education materials aimed at improving English literacy in South Africa. The WWET has material aimed at improving literacy, while simultaneously spreading the Water Wise message. Rand Water requires a supplier that presently works closely with schools in Gauteng, and throughout South Africa, to undertake the following English Literacy Project:

1. Reprint of the "Daddy Cool and the Rainbird" Reader and Activity Book, which is already developed, designed and aimed at Grade 3. Rand Water, however, wishes for the appointed supplier to take out the words "Grade 3" on the front cover of the book before reprinting. A pdf of the reader can be found at: https://drive.google.com/file/d/1atHbYYbduSzBmdUfMBHJBcqEPAGwhG06/view?usp=share_link.

No. pages in the book: 12 pages (includes cover)

2. Reprint of the "A Bucket! You must be Joking!" Reader and Activity Book, which is already developed, designed and aimed at Grade 3. Rand Water, however, wishes for the appointed supplier to take out the words "Grade 3" on the front cover of the book before reprinting. A pdf of the reader can be found at: https://drive.google.com/file/d/1dNa7897nmS_Dqjfv-E0oq2vLHALLzP9z/view?usp=sharing

No. pages in the book: 12 pages (includes cover)

3. Rewriting/Editing, Design and printing of a new 12-page reader and activity book, entitled "Manzi and the Polluted River". This book was originally designed in Powerpoint, and now needs to be designed and printed: <https://drive.google.com/file/d/1yGKHYnVOm4Ce5atPq2W7AP2htThAzQic/view?usp=sharing>. This book must be aimed at Grade 3 learners and be aligned to the school curriculum. The book must be similar in terms of style of artwork, font used, layout, style of activities, etc. and must have the same look and feel as the other two books ("Daddy Cool and the Rainbird" and "A Bucket! You must be Joking!"). Artwork of the Manzi character is available in a variety of postures (<https://drive.google.com/drive/folders/1guoArBYQ-Bjp4KqoDuWObYBppWj0XkQG?usp=sharing>). There is a poster, entitled "What Happens Above, Has Impacts Below", where the artwork of the background was taken. This is available at: <https://drive.google.com/drive/folders/1GzHgLgllXbmPal94ngDSyC7ezhIxqRdX?usp=sharing>. If this does not work, then new artwork will need to be professionally drawn. A person experienced in writing children's stories will need to take the existing story and develop/edit the text into a reader format.

The following must be included in the book:

(a) After the story, there needs to be 1 page dedicated to simple, fun activities/questions that relate to the story, similar to the above 2 books. A section for new words used in the story, needs to be included and their meaning explained. New words must be written in English, Afrikaans, Sotho and Zulu.

(b) The "Water Wise Hand" must be included on the back cover, like books 1 & 2. Elements of the story must be included in the image, as was done with the leopard, rainbird, hippo, crocodile and meerkat in the previous two books.

(b) The following words should be included on page 2: "For more information on being Water Wise please contact 0860 10 10 60 or visit www.randwater.co.za and click on the Water Wise logo"

(c) Copyright 2023

All content in this book is copyrighted by Rand Water. Reproduction, duplication, transmission or commercial exploitation of this copyrighted material is subject to South African copyright laws. This book may only be used for educational purposes provided that Rand Water is acknowledged as the copyright owner and the content is not altered in any way or form. Rand Water shall not be liable for any damage, loss or liability of whatsoever nature arising from the use of any information contained in this book.

No. pages in the book: 12 pages (includes cover)

4. Reworking and printing of The Treasure Hunt Comic/Reader

A comic entitled "The Treasure Hunt" was produced in 2008 and needs to be reworked and printed. It is a 28 page comic and is found at the following link: https://waterwise.co.za/site/fun/Water_Wise_Stories/treasure-hunt.html

The following changes need to be made:

- (a) All text needs to be made lower case and the same font used as in books 1 and 2. Title must be changed to green.
- (b) Background colours need to change to the Water Wise greens on pages 1, 2, 3, 9, 13, 14, 15, 16, 21, and 26. This comic should match the other 3 readers that are being produced.
- (c) Copyright 2023 (see above) needs to be included in the text box at the bottom of page 2. The existing text needs to be removed.
- (d) The following words should be included on page 2: "For more information on being Water Wise please contact 0860 10 10 60 or visit www.randwater.co.za and click on the Water Wise logo"
- (e) The Manzi artwork must include his name as designed in the artwork found at: <https://drive.google.com/drive/folders/1guoArBYQ-Bjp4KqoDuWObYBppWj0XkQG?usp=sharing>. Some of the Manzi artwork might need to be changed.
- (f) Page 15: add a space between the = sign and FILTRATION
- (g) The Water Wise logo must change on the cover and on page 14 to the most recent version.
- (h) A proofreader/editor needs to check the existing text and make changes where necessary.
- (i) An additional activity page, like books 1-3 needs to be developed for page 27.
- (j) The "Water Wise Hand" must be included on the back cover, like books 1 & 2. Elements of the story must be included in the image, as was done with the leopard, rainbird, hippo, crocodile and meerkat in the previous two books.

Please note that this comic is available in an open source file.

5. The following information is applicable to all 4 books:

Size: A4

(Please note that the comic book is smaller than A4. Can it be made A4 without changing the whole layout? If not, then it will need to be cut to size.)

Colours: Full Colour. Following Water Wise colours must be ensured:

WW GREEN



C:89 M:32
Y:100 K:25

R:11 G:107 B:55

0B6B37

WW BLUE



C:94 M:70
Y:0 K:0

R:17 G:91 B:170

115BAA

WW YELLOW



C:84 M:15
Y:100 K:0

R:247 G:209 B:13

F7D10D

Quantity of EACH BOOK: 13 000 copies (100 copies for 100 Gauteng schools; 3000 for Rand Water)

Paper: Cover: 250 gms gloss/matt

Pages: 128 gms matt

FSC approved paper to be used (accreditation of logo not needed)

Completion date of Books 1 and 2: March 2023.

Completion date of Books 3 and 4: May 2023.

Proofs: A full colour A4 proof of each book must be provided to Rand Water for signing off before going to print.

Packaging: The books must be packed into boxes for protection. Each box must comprise 100 copies, marked with the name of the book and the amount of each book in the box. This allows 1 box to be delivered to a school. The 3000 books for Rand Water can be packaged into boxes of 300 copies to save on costs.
NO PLASTIC PACKAGING will be accepted.

Delivery: (1) The books need to be delivered to a central storage venue, managed by the supplier, and then the supplier needs to distribute the books to 100 Gauteng schools.

(2) The additional 3000 copies of each book needs to be delivered to Rand Water (Environmental Management Services, 143-IR Kromvlei Road, Johannesburg (opposite Brackendowns). The boxes need to be carried into a container that is housed in a large warehouse. There is NO FORKLIFT TRUCK!!!

Electronic Use: Final artwork of the books needs to be submitted as a pdf (print and web versions) and Open Source files, for future use and to be uploaded to the Water Wise website. Teachers and parents need access to these books so that they can be printed out at school or home.

6. Distribution of the 4 books to an existing network of schools in Gauteng. The supplier must work within the field of education and have an existing distribution network of schools that they work with on a continuous basis. 100 schools of varying LSMs need to be chosen according to the following municipalities:

1. Ekurhuleni: 16 schools

2. Johannesburg:

* Soweto: 6 schools

* Johannesburg: 12 schools

3. Tshwane:

* Mamelodi: 6 schools

* Pretoria: 12 schools

4. Emfuleni: 16 schools

5. Midvaal: 16 schools

6. Mogale: 16 schools

100 copies of EACH of the books needs to be delivered to each of the schools. The books need to be distributed to the schools according to the following dates:

- * Book 1 & 2: March 2023, in celebration of Water Day/Week (22 March; 20-26 March).

- * Book 3 & 4: May/June 2023, in celebration of Environment Day/Week (5 June; 5-11 June).

Please note that Rand Water will produce and print a letter that will need to go to the 100 schools for distribution together with the books. Printing will be for Rand Water's cost.

7. The books need to be uploaded to an educational website, that is managed by the supplier, and has a wide reach across South Africa. This will allow the rest of the South African schools to have access to the books. The books will also be uploaded to the Water Wise website. Pdf versions for web need to be supplied.

8. The supplier needs to run a social media campaign to advertise the 4 books in March (Water Day/Week) and June (Environment Day/Week). Possibly a competition could be run where a school could win books.

9. The Water Wise mascot, Manzi, must be present to hand out the books to learners at 5 schools in Water Week (20-26 March) and 5 schools in Environment Week (5-11 June). Photos must be taken of the event, with permission given and promoted on social media. Rand Water will make a staff member available to perform as Manzi on each day.

10. A detailed feedback report needs to be sent to Rand Water after each distribution (March & June) which needs to include an overview of the project; schools reached; number of learners, teachers and adults reached; any additional statistics; evaluation and feedback from the schools; photos of the distribution; etc.

11. A management fee for the project can be included in the quotation.

PLEASE NOTE:

1. Supplier to put together a quote for this project that should include the following:

- * A FULL BREAKDOWN of costs according to this request;

- * Suggestions/Creative ideas that will improve the whole concept;

- * A FULL time schedule, i.e. no of weeks, etc. (not actual dates).

2. Once the project is completed, the original design of all projects to be provided to Rand Water for future reference/use, both in an editable open source file AND as a pdf file. Include costs in quote (if any). The original artwork must be sent to Rand Water via email/internet download.

3. Rand Water will decide on a company to undertake the work according to the following criteria:

- * Cost of work;

- * Creative ideas suggested in the quotation;

- * Meeting of all criteria; and

- * Commercial equity.

4. All artwork needs to be approved by a Rand Water staff member in the Environmental Education Section in writing, i.e. signing off of printed proofs, etc. If artwork is printed that has not been signed off, then the cost of any errors will be for the supplier.

5. All Rand Water logos, i.e. corporate and Water Wise logos, must be in line with the colour breakdown.
6. The invoices will only be approved once Rand Water is entirely satisfied with the different elements of the project. The invoice for reprinting and distribution of books 1 and 2 can be submitted in April 2023, but no sooner. The invoice for printing and distribution of books 3 and 4 can be submitted in May/June 2023. Please note that Rand Water pays 30 days from Statement date.
7. Work that needs to be undertaken must be in line with Rand Water's environmental ethic (i.e. minimal impact to the environment in terms of pollution, water wastage, and respect for all life).

NOTE ABOUT INTELLECTUAL PROPERTY

- * The Supplier acknowledges and agrees that the copyright in and ownership of all intellectual property made available to it by Rand Water and that which is conceived and/or created by the Supplier in connection with the services in terms of this agreement shall remain vested in Rand Water.
- * The Supplier acknowledges and agrees, further that copyright in and ownership of all intellectual property which is conceived and/or created by an agent, third parties on behalf of the supplier in connection with this agreement vests and shall remain vested in Rand Water.
- * This does not constitute a license to the Supplier to use any of Rand Water's intellectual property at any time, or a license to Rand Water to use the Supplier's intellectual property at any time.
- * This does not extend to Supplier the right to use any of the Trademarks or intellectual property of Rand Water, in any manner whatsoever, without the prior written approval of Rand Water.
- * Rand Water's ownership of copyright must be included, and signed off, in the quotation.

Please Note:

Proof that the supplier produces educational material that is aligned to the school curriculum. Examples of projects, and material, must be included in the quotation.

Proof that the supplier distributes education material to a network of schools in Gauteng.

Proof that the supplier has a website where the education material can be uploaded, so that it has a wider reach across South Africa.

Proof that the supplier is able to implement a social media campaign. Examples of previous work must be supplied.

Proof that the supplier will provide Rand Water with a detailed feedback report after each distribution. Examples of previous work must be supplied

2. AWARDING STRATEGY

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

3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

3.1. Test for Responsiveness/ Pre- qualification

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

3.2. FUNCTIONALITY CRITERIA

3.2.1. The functionality evaluation criteria are as follows:

ADJUDICATION CRITERIA		WEIGHT
1.	<p>Previous Related Experience (Similar to current RFQ Scope/Work)</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none">• None = 0 % - No submission• Weak = 33.3% - 1 Company reference• Moderate = 66.7% - 2 Company references• Good = 100% - 3 Company references	25
2.	<p>Human Resource Capacity Adjudicated based on Human Resource Capacity Schedule required for the execution of the scope of work. The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work.</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none">• None = 0 % - No submission• Weak = 33.3% - Company organogram not reflecting the resource needs for the scope of work• Moderate = 66.7% - Company organogram partially addressing the resource needs for the scope of work• Good = 100% - Company organogram adequately addressing the resource needs for the scope of work	25
3.	<p>Equipment Resource Capacity <i>Adjudicated based on Equipment Resource Capacity (Plant, Equipment, vehicles, computers, software's etc.)</i> The purpose is to establish an overall picture of the company's equipment resource capacity and ability to undertake the work and will therefore be services/goods specific.</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none">• None = 0 % - No submission	25

ADJUDICATION CRITERIA		WEIGHT
	<ul style="list-style-type: none"> 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 	
4.	<p>Work Breakdown / Schedule / Project Programme Aligned with Contractual requirements, credible and acceptable</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> None = 0 % - No submission Weak = 33.3% - The work breakdown/ schedule / project programme is submitted but is unclear. Moderate = 66.7% - The work breakdown/ schedule / project programme is submitted and has some indication of the duration. Good = 100% - The work breakdown/ schedule / project programme is submitted and has a clear indication of the duration and delivery date. 	25
TOTAL		100

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

3.3. PREFERENTIAL POINT SYSTEM

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

3.3.1. PRICING SCHEDULE

The Supplier must complete the following pricing schedule:

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
1.	Reprint of "Daddy" Cool" book: 13 000 copies				
2.	Reprint of "Bucket" book: 13 000 copies				
3.	Writing/Editing; producing an activity page; and design of "Manzi and the Polluted River" book				
4.	Printing of "Manzi and the Polluted River" book. 13 000 copies				
5.	Proofing/Editing "The Treasure Hunt Comic"; producing an activity page; making requested design changes				
6.	Distribution of 2 books to 100 schools in March and a social media campaign				
7.	Distribution of 2 books to 100 schools in May/June and a social media campaign				
8.	Management of the English Literacy Project, which must include evaluation and feedback reports				

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
	TOTAL				
	VAT				
	TOTAL [VAT INCLUDED]				

3.3.1. SPECIFIC GOALS

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

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

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

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

4. RETURNABLE DOCUMENTS

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

Required for Evaluation

- 4.1. Functionality evaluation supporting documents.
- 4.2. A B-BBEE Status Level Verification Certificate (SANAS Approved) / Sworn Affidavit (For EMEs& QSEs) / *the dtic B-BBEE certificate* must be submitted in order to obtain preferential points. must be submitted in order to obtain preferential points.
- 4.3. Completed and signed SBD 4 Form (Declaration of Interest)
- 4.4. Company Resolution Letter (proof of authority).

Required before award

4.5. Letter of Good Standing, COID (where applicable)

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of 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:

.....

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

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 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.

used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

5. GENERAL TERMS AND CONDITIONS

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

5.1. DEFINITIONS

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

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

5.2. FIXED PRICE

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

5.3. DELIVERY TIME OR DATE

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

5.4. PURCHASE ORDER

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

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

5.5. CANCELLATION OF ORDER

5.5.1. Should the Supplier fail to deliver the goods at the time agreed to, or should it not comply with any other essential condition of the Purchase Order, Rand Water shall be entitled in writing to cancel the Purchase Order, without any adverse cost implications for Rand Water.

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

5.6. DISPATCH OF SUPPLIES

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

5.7. SPECIFICATIONS

5.7.1. The Supplier shall ensure that the service to be rendered shall in all respects be in accordance with the requirements and stipulations set out in the Purchase Order. All materials and consumable items if applicable shall be new and unused, unless otherwise agreed to in writing.

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

5.8. GUARANTEE

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

5.9. PAYMENT

Rand Water does not allow advance payments to the Supplier.

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

5.12. FORCE MAJEURE

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

- natural disasters
- war, act of foreign enemies
- riot, civil commotion
- strike, lockout, other labour disturbance (including those involving the Supplier's employees) or

any other circumstances beyond the control of the Supplier and which in the absence of this paragraph will operate to frustrate the timeous delivery of the item and/or service.

5.13. WARRANTY

5.13.1. The Supplier warrants that all goods and Services supplied under this Purchase Order will be in accordance with all contract requirements and free from defects or inferior materials, equipment, and workmanship for twelve (12) months after final acceptance of the goods or Services.

5.13.2. If Rand Water finds the warranted goods or Services need to be repaired, changed or re-performed, Rand Water shall so inform the Supplier in writing and the Supplier shall promptly and without expense to Rand Water replace or satisfactorily correct the goods or Services.

5.13.3. Any goods, services or parts thereof so corrected, shall also be subject to the provisions of this Clause, and the warranties for such goods, Services or part thereof shall be for twelve (12) months from the date of Rand Water's final acceptance of such corrected goods or Services.

5.13.4. The Supplier further warrants the goods/services will meet and are suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. Goods/services that do not conform to the above warranties may, at any time within 12 months after delivery to Rand Water, be rejected and returned to the Supplier, and if Rand Water has incurred any expenses as a result thereof, Rand Water will be entitled to recover same from the Supplier.

5.14. TERMINATION FOR CONVENIENCE

Rand Water reserves the right, at any time, in its own best interest, and without liability, to terminate a Purchase Order in whole or in part, by written notice of termination for convenience to the Supplier. If the Purchase Order is so terminated, then, within thirty (30) days following the Supplier's receipt of the termination notice, the Supplier shall submit a claim for equitable adjustment. If the termination involves only services, Rand Water shall be obligated to pay only for services performed satisfactorily before the termination date.

5.15. TERMINATION FOR DEFAULT

Rand Water may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate a Purchase Order in whole or in part by written notice of default if the Supplier:

- fails to deliver in terms of the Purchase Order or perform the services within the time specified;
- fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or
- fails to comply with any of the other instructions, terms, or conditions. Rand Water's right to terminate for default may be exercised if the Supplier does not cure the failure within ten (10) days after receiving the notice of such failure.

5.16. AMENDMENT OF ORDER

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

5.16.2. No price adjustments shall be accepted unless stipulated in the quotation document received. The Supplier shall be obliged to supply the goods and services on the quoted prices, if the Purchase Order was placed within valid time of quotation.

5.17. CESSION OF CONTRACTS

The Supplier may not, cede, delegate, relinquish or transfer to anyone his rights and/or obligations without the prior written consent of Rand Water.

5.18. DISPUTE RESOLUTION

All disputes between the parties shall, when all efforts to resolve such dispute by negotiation have failed shall be resolved by way of arbitration under the auspices of the Arbitration Foundation of Southern Africa ("AFSA") as per AFSA's rules, in Sandton, Johannesburg. Either party shall however be entitled to proceed to the South Gauteng High Court (to which jurisdiction the parties hereby consent) for any urgent, interim or interdictory relief, as that party may deem necessary in the circumstances in order to protect its rights or interests under a Purchase Order or these terms and conditions.

5.19. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

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

5.9.2. Payments shall be effected within 30 days after submission of monthly statement.

5.9.3. Rand Water shall endeavour to make payment within 30 days from date of monthly statement, date of the aforesaid monthly statement should reflect the last day of the month wherein the services being invoiced were rendered.

5.10. LIABILITY FOR COSTS, DAMAGES OR EXPENSES

Rand Water may deduct all costs, damages or expenses, or any other amount for which the Supplier is liable in terms of the Purchase Order, from moneys due to or becoming due to the Supplier in terms of any subsequent Purchase Orders or the contract between the Supplier and Rand Water. Rand Water is herewith irrevocably and *in rem suam* authorized.

5.11. PENALTY AND PERFORMANCE CLAUSE

5.11.1. Should the Supplier fail to perform and make delivery in terms of the Purchase Order, exception of Force Majeure specified in Clause 8.13, Rand Water shall be entitled to impose a penalty, which shall be deducted from the payment statement. The imposition of such penalty shall no relieve the Supplier from its obligation to complete the services or from any of its obligations and liabilities under the Purchase Order.

5.11.2. Every day, following the day on which a Failure arose ("day 1"), that a Failure persists without being rectified, shall be deemed a new incidence of a Failure for which the Supplier shall incur a penalty deduction.

in connection with this Agreement, the physical addresses as they appear on the Purchase Order.

5.19.2. Any notice to be given hereunder shall be given in writing and may be given either personally (i.e. per hand or courier) or may be sent by registered post and addressed to the relevant party at its domicilium or to such other address as shall be notified in writing by either of the parties to the other from time to time. Any notice given by registered post shall be deemed to have been served on the expiry of 7 (seven) calendar days after same is posted. Any notice delivered personally shall be deemed to have been served at the time of delivery.

5.20. LAW

The Purchase Order shall be governed and interpreted in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the South African courts to which the Supplier hereby irrevocably submits but without prejudice to Rand Water's right to take proceedings against the Supplier in other jurisdictions.

SIGNED at _____ on _____

For and on behalf of Supplier

Who warrants being duly authorised

Name:

Designation: