	<h1 style="text-align: center;">REQUEST FOR QUOTATION</h1>		Form No: RW SCM 00016 F	
			Revision No: 10	
			Effective Date: 1 Aug 2024	

BID NUMBER:	10414902	CLOSING DATE:	18/09/2025	CLOSING TIME:	23:30
DESCRIPTION:	Performance and Development of Water Wise Roadshows				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	11/09/2025				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Marcia Pule	CONTACT PERSON	Mpolokeng Mtimkulu
TELEPHONE NUMBER	011 682 0615	TELEPHONE NUMBER	9016 430 8679
E-MAIL ADDRESS (Submissions must be made to this address)	mmpule@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

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. To protect and conserve our valuable water resources in South Africa, water conservation and demand management is crucial. The wise use of water is vital to ensure the sustainability of water supply. Water Wise is Rand Water's education brand. The role of Water Wise is to increase awareness of the need to value water and use water in a wise manner, in terms of quantity and quality. Rand Water's Water Wise Education Team (WWET) offers edutaining (educational and entertaining) programmes, roadshows, and educational material (books, posters, brochures, etc.) for use by schools and the public. Educational programmes, roadshows and material are in line with the school curriculum and the United Nation's Sustainable Development Goals. Education for Sustainable Development is key to create Water Wise South African citizens. Educational programmes offered by the WWET aim to change people's attitude and their behaviour. Programmes teach people to become more sustainable in their everyday use of water. Different methodologies are needed to educate people and to ensure positive social behavioural change in the use of water. Roadshows have been an effective methodology in teaching school children and adults. Water Wise has six (6) meanings which are used as a foundation for Water Wise educational programmes (Figure 1).

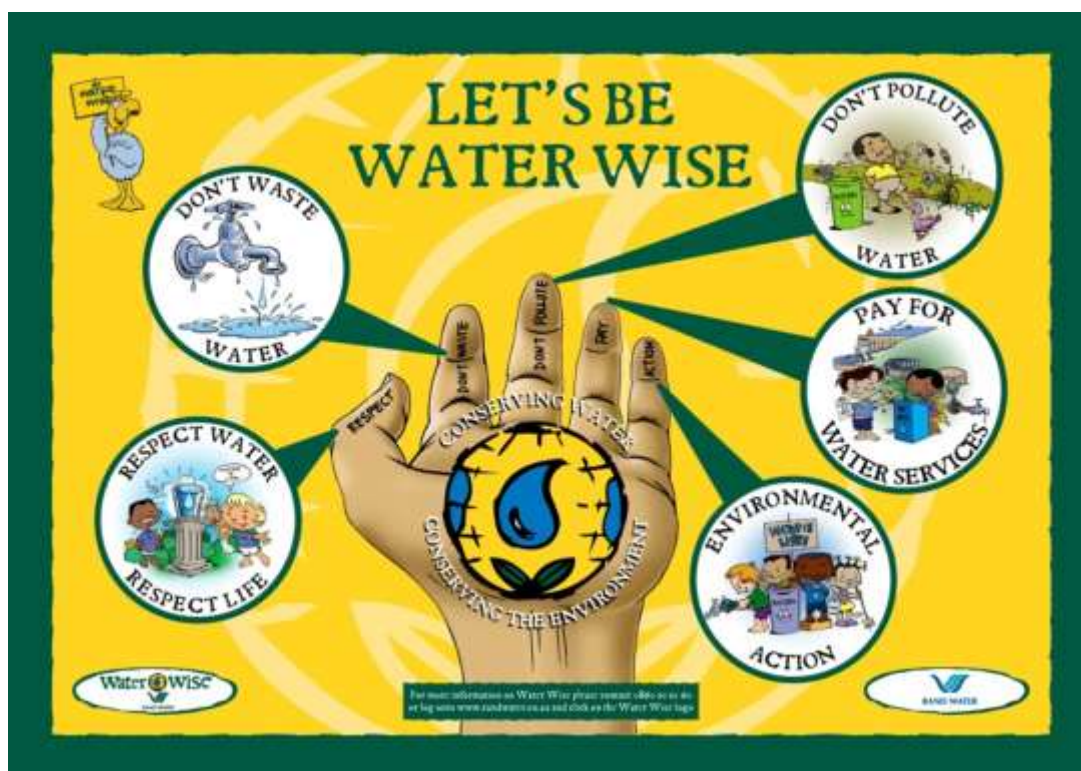


Figure 1: The six meanings of being Water Wise, which is the foundation of the Water Wise message.

Since October 2023, Rand Water has had an external supplier who developed two 30-minute roadshows (one aimed at Foundation Phase and the other aimed at Intermediate Phase learners). The service provider has been performing the roadshows in the field (at schools). Rand Water needs an external supplier to continue with the project from October 2025 to June 2028. The project will entail the following:

OCTOBER 2025-DECEMBER 2026 (15 months)

- * Performance of the existing Water Wise theatrical roadshows for Foundation and Intermediate phase learners. The team to comprise four staff, three staff with acting skills and high energy levels, and one support staff member (coordinator) that manages the logistics and resources required to implement the roadshows (e.g. sound system, props, transport, etc). Staff need to perform the roadshows in a professional manner upholding Rand Water's and Water Wise's high-quality standard and be able to manage different crowds.
- * The actors play different roles in the roadshows, with one actor to perform as Manzi, Rand Water's Water Wise tapdick (in the form of a puppet that has a voice in the show - Photos 1-4). Apart from performing the roadshows that is aimed at learners becoming aware/educated on various aspects of water, the staff will be required to dance two songs (one for Manzi's introduction and one at the end that focuses on the 6 meanings of being Water Wise) (Figure 1).
- * The ability of the interested bidders to meet the following PRE-REQUISITES will be assessed as part of awarding the contract:
 - * As and when required, to make/propose improvement changes to the existing performances/script.
 - * As and when required, adapt props and introduce new props in line with the changed/improved scripts.
 - * Practise the changes/improvements and introduce them into the roadshows.
 - * Advertise the roadshow to public and private schools and secure bookings according to the Department of Education requirements. (Rand Water will also provide contacts when requests are received from schools. Certain areas may also need to be concentrated on according to Rand Water's needs.)
- * Perform 150 performance during the period October 2025-December 2026 (15 months) in the following Gauteng municipal areas: City of Johannesburg, City of Tshwane, Ekurhuleni, Emfuleni, Lesedi, Merafong City, Metsimaholo, Midvaal, Mogale City and Rand West City, with a distribution of performances across the different municipalities.
- * The roadshow team needs to attend a full day training session with Rand Water that includes a visit to the Vaal Dam and Rand Water's water treatment works in Vereeniging.
- * Please allow for the training of any new actors during the period of the project.



Photos 1-4: Manzi and the actors on stage



* Development of two new Water Wise Roadshows, one aimed respectively at the Foundation Phase learners and one at the Intermediate Phase learners, both approximately 25-30 minutes long. This part of the scope of work to include:

- Development of scripts, props, costumes, choreography, etc.
- Development of two new songs, one for Manzi and one Water Wise song. The songs must be applicable to the target audiences. The Manzi song should be a short introductory song for Manzi to come onto stage. The Water Wise song should be a 2- 3-minute song that covers the 6 meanings of being Water Wise. Both songs need dance choreography that the learners will enjoy and be able to participate in.

- Training of the actors to perform these roadshows.

* Rand Water is open to any new modern ideas to develop and implement the roadshows, as the above is just a suggestion.

* Interested bidders will be assessed against their experience in developing choreographed roadshows.

FEBRUARY 2027 - JUNE 2028 (15 months, which excludes December 2027 and January 2028)

* Performance of the new Water Wise roadshows for Foundation and Intermediate phases with four staff, comprising three energetic actors and one support staff member (coordinator) that manages the team and resources / logistics required to implement the roadshows (e.g. sound systems, props, transport, etc).

* Advertise the roadshow to public and private schools and secure bookings according to the Department of Education requirements. (Rand Water will also provide contacts when requests are received from schools. Certain areas may also need to be concentrated on according to Rand Water's needs.)

* Perform 150 roadshows for the period February 2027-June 2028 (15 months) in the following Gauteng municipal areas: City of Johannesburg, City of Tshwane, Ekurhuleni, Emfuleni, Lesedi, Merafong City, Metsimaholo, Midvaal, Mogale City and Rand West City, with a distribution between the different municipalities.

GENERAL REQUIREMENTS FOR THE PROJECT

* The team must consist of a coordinator to oversee all the logistics of the project i.e. bookings, team management, props, music, etc.

* The bidder needs to perform their own administration related to appointment and remuneration of staff, etc.

* Performances at schools should not be repeated in each of the 18-month cycles.

* Market the roadshow to appropriate schools and areas, including both private and public schools.

* Regular promotion of the roadshow through the supplier's social media platforms. (Please ensure that the photos used have the necessary permission.)

* Ensure that a roadshow assessment is completed by the teachers at each roadshow.

* Capture all data and the performance figures from the roadshow assessments by teachers into a reporting table, supplied by Rand Water.

* Supply Rand Water with a monthly report.

* Attend a formal meeting with Rand Water's project manager once a month.

* Provide own PA system with music system, head microphones and the maintenance thereof.

* Provide own transport to travel to different venues/schools.

* Include decals on the vehicle that advertises the roadshow.

* Maintain all the equipment and props needed for the roadshows. This includes the Manzi puppet/mascot.

- * Produce a second Manzi puppet produced in the period July-Dec 2026. If the new roadshows require a different version of Manzi e.g. mascot, then this must be accommodated for instead of the puppet. This will be decided upon in the planning phase.
- * All the changes and new scripts need to be approved by Rand Water's project manager before they can be finalised.
- * All branding, songs, scripts and props will be Rand Water's copyright and at the end of the project, the service provider will be legally obligated to give them to Rand Water.
- * Produce one music video of the new Water Wise song, which can be used for educational purposes in Rand Water's Water Wise Education Programme.
- * The appointed supplier must provide proof that it has experience in the development and implementation of roadshows when quoting i.e. photos, videos, documents, etc.

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.
- * Ensure that Rand Water's ownership of copyright is included, and signed off, in the quotation.

2. AWARDING STRATEGY

The maximum number of suppliers to be awarded this RFQ is 1

3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

3.1. Test for Responsiveness/ Pre- qualification

- 3.1.1. Roadshow scripts and photographic (still and/or video) evidence of interactive roadshows performed for school-going learners.

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 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.	<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

ADJUDICATION CRITERIA	WEIGHT
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.	Performance and Development of Water Wise Roadshows (detailed quotation to be provided separately)			1	
2.					
3.					
4.					
5.					
6.					
7.					
TOTAL					
VAT					
TOTAL [VAT INCLUDED]					

Failure to price all items will result to disqualification

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

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
- 4.1.2 Functionality evaluation supporting documents.

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.

5.9. PAYMENT

5.12. FORCE MAJEURE

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

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

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

5.13. WARRANTY

- 5.13.1. The Supplier warrants that all goods and Services supplied under this Purchase Order will be in accordance with all contract requirements and free from defects or inferior materials, equipment, and workmanship for twelve (12) months after final acceptance of the goods or Services.
- 5.13.2. If Rand Water finds the warranted goods or Services need to be repaired, changed or re-performed, Rand Water shall so inform the Supplier in writing and the Supplier shall promptly and without expense to Rand Water replace or satisfactorily correct the goods or Services.
- 5.13.3. Any goods, services or parts thereof so corrected, shall also be subject to the provisions of this Clause, and the warranties for such goods, Services or part thereof shall be for twelve (12) months from the date of Rand Water's final acceptance of such corrected goods or Services.
- 5.13.4. The Supplier further warrants the goods/services will meet and are suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. Goods/services that do not conform to the above warranties may, at any time within 12 months after delivery to Rand Water, be rejected and returned to the Supplier, and if Rand Water has incurred any expenses as a result thereof, Rand Water will be entitled to recover same from the Supplier.

5.14. TERMINATION FOR CONVENIENCE

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

5.15. TERMINATION FOR DEFAULT

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

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

5.16. AMENDMENT OF ORDER

- 5.16.1. No amendment or variations to the Purchase Order shall be permitted without the written approval of Rand Water.
- 5.16.2. No price adjustments shall be accepted unless stipulated in the quotation document received. The Supplier shall be obliged to supply the goods and services on the quoted prices, if the Purchase Order was placed within valid time of quotation.

5.17. CESSION OF CONTRACTS

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

5.18. DISPUTE RESOLUTION

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

Rand Water does not allow advance payments to the Supplier.

- 5.9.1. Payment of an invoice shall not prevent Rand Water from subsequently disputing all or any of the fees in good faith whether during or after the term of the Purchase Order.
- 5.9.2. Payments shall be effected within 30 days after submission of monthly statement.
- 5.9.3. Rand Water shall endeavour to make payment within 30 days from date of monthly statement, date of the aforesaid monthly statement should reflect the last day of the month wherein the services being invoiced were rendered.

5.10. LIABILITY FOR COSTS, DAMAGES OR EXPENSES

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

5.11. PENALTY AND PERFORMANCE CLAUSE

- 5.11.1. Should the Supplier fail to perform and make delivery in terms of the Purchase Order, exception of Force Majeure specified in Clause 8.13, Rand Water shall be entitled to impose a penalty, which shall be deducted from the payment statement. The imposition of such penalty shall no relieve the Supplier from its obligation to complete the services or from any of its obligations and liabilities under the Purchase Order.
- 5.11.2. Every day, following the day on which a Failure arose ("day 1"), that a Failure persists without being rectified, shall be deemed a new incidence of a Failure for which the Supplier shall incur a penalty deduction.

5.19. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

- 5.19.1. The Parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of, and in connection with this Agreement, the physical addresses as they appear on the Purchase Order.

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

5.20. LAW

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

SIGNED at _____ on _____

For and on behalf of Supplier

Who warrants being duly authorised

Name:

Designation: