

REQUEST FOR QUOTATION

Form No: RW SCM 00016 F

Revision No: 08

Effective Date: 28 June 2022

BID NUMBER:	10401738 R	CLOSING DATE:	15 December 2022	CLOSING TIME:	11:00 p.m
DESCRIPTION:	SOIL AMELIORATION AND ASSOCIATED WORK TO ALLOW GRASS GROWTH AND COVERAGE ON AREAS AFFECTED DURING PIPELINE CONSTRUCTION ON THE H39B PIPELINE IN MIDRAND.				
BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	12 December 2022				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

BUYER		SOURCING MANAGER	
CONTACT PERSON	Cindy Mokoena	CONTACT PERSON	Semakaleng Mangoali
TELEPHONE NUMBER	016 430 8835	TELEPHONE NUMBER	011 682 0396
E-MAIL ADDRESS (Submissions must be made to this address)	cmokoena@randwater.co.za SCMBuyer22 <Buyer_22@randwater.co.za	E-MAIL ADDRESS	smangoal@randwater.co.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS 1			
E-MAIL ADDRESS 2			
VAT REGISTRATION NUMBER			CIDB GRADING
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT (EMEs and QSEs) ☐ Yes ☐ No

BID SUBMISSION:

- Bids must be submitted by the stipulated time to the email address stipulated above. Late bids will not be accepted for consideration.
- All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document.
- No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members / persons in the service of the state."

- *Rand Water will provide any clarifications / addenda / extension of closing date by no later than one (1) calendar day before the closing date.*

1. SCOPE OF WORK

1.1. DESCRIPTION

Rand Water SAM Department has successfully installed the H39B Pipeline through various sections including properties in Midrand. During the construction of the pipeline, the area was left with a scar. The Rand Water EMS section needs to rehabilitate the footprint through the veldt grass seeding to ensure that the area is not susceptible to erosion and allow grass cover. The clarification of these sections will be confirmed at a site meeting. Rehabilitation of the area will be efficient to adhere to the Environmental Authorization, Environmental Mmanagement plan and Water Use license requirements, thus Rand Water need to comply with the above-mentioned legislation.

The Contractor shall confirm the size of the area to be seeded as per the scope of work.

1.1.1. OBJECTIVES OF THE REQUIRED WORK

The objective of the required work would be to rehabilitate the scarred area as per legislative requirements and ensured that are met or adhered to. The proposed work will comprise in re-vegetating the scarred area by planting of veld grass on the areas affected by the installation of the pipeline.

1.1.2. SCOPE OF WORK

- ⊖ The key milestones of the project are:
- ⊖ Cultivate the compressed soil to promote the growth of vegetation.
- ⊖ Re-vegetate the specified area with seeding.
- ⊖ Application of fertilizer.
- ⊖ Maintenance of the area
- ⊖ Weeding the site until handover
- ⊖ Watering/irrigation

1.1.3. GRASS SEEDING OF THE AFFECTED AREA









Figure 1-6: Shows the areas that require seeding after the installation of the pipeline. The area for seeding is approximately 15 200m2.

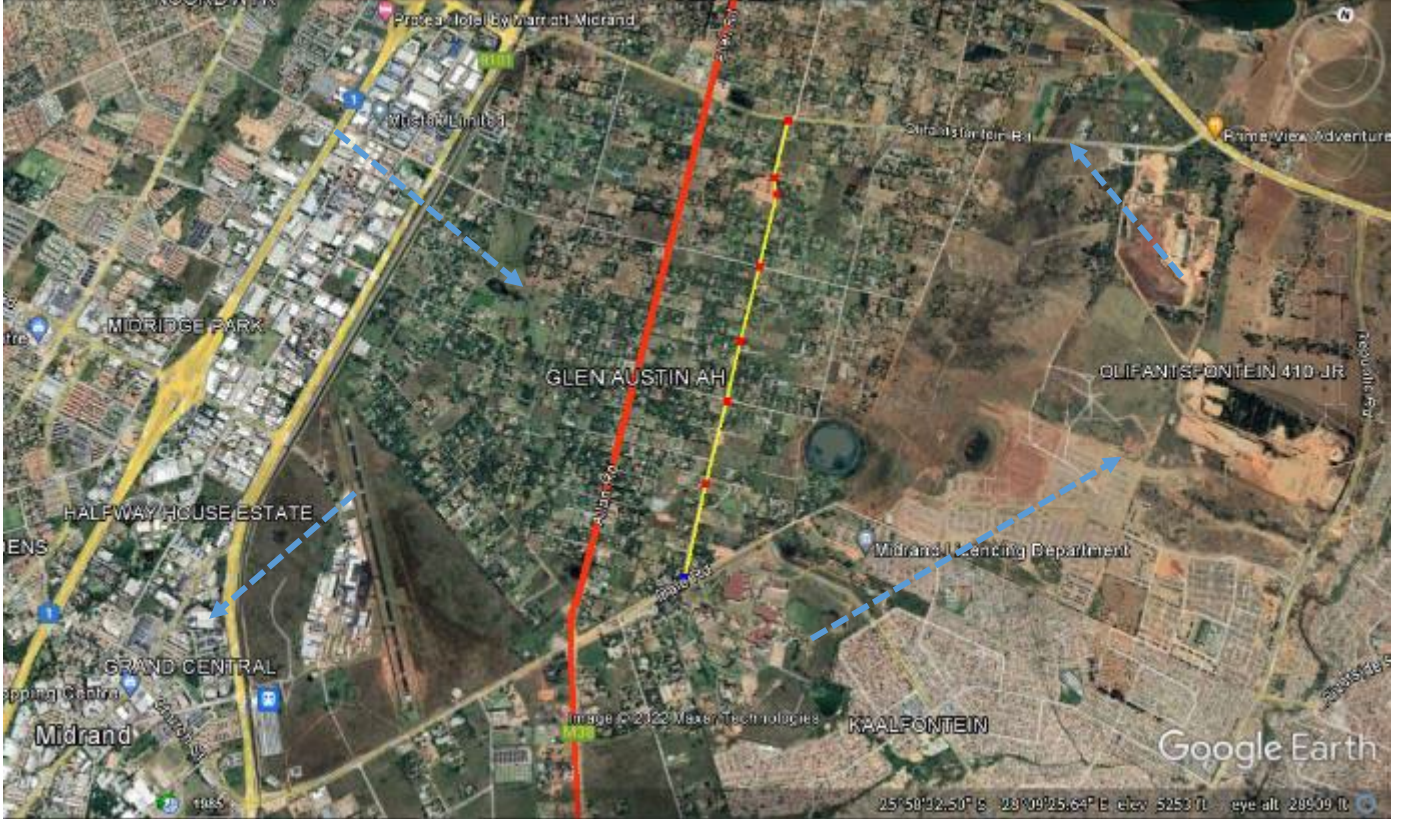
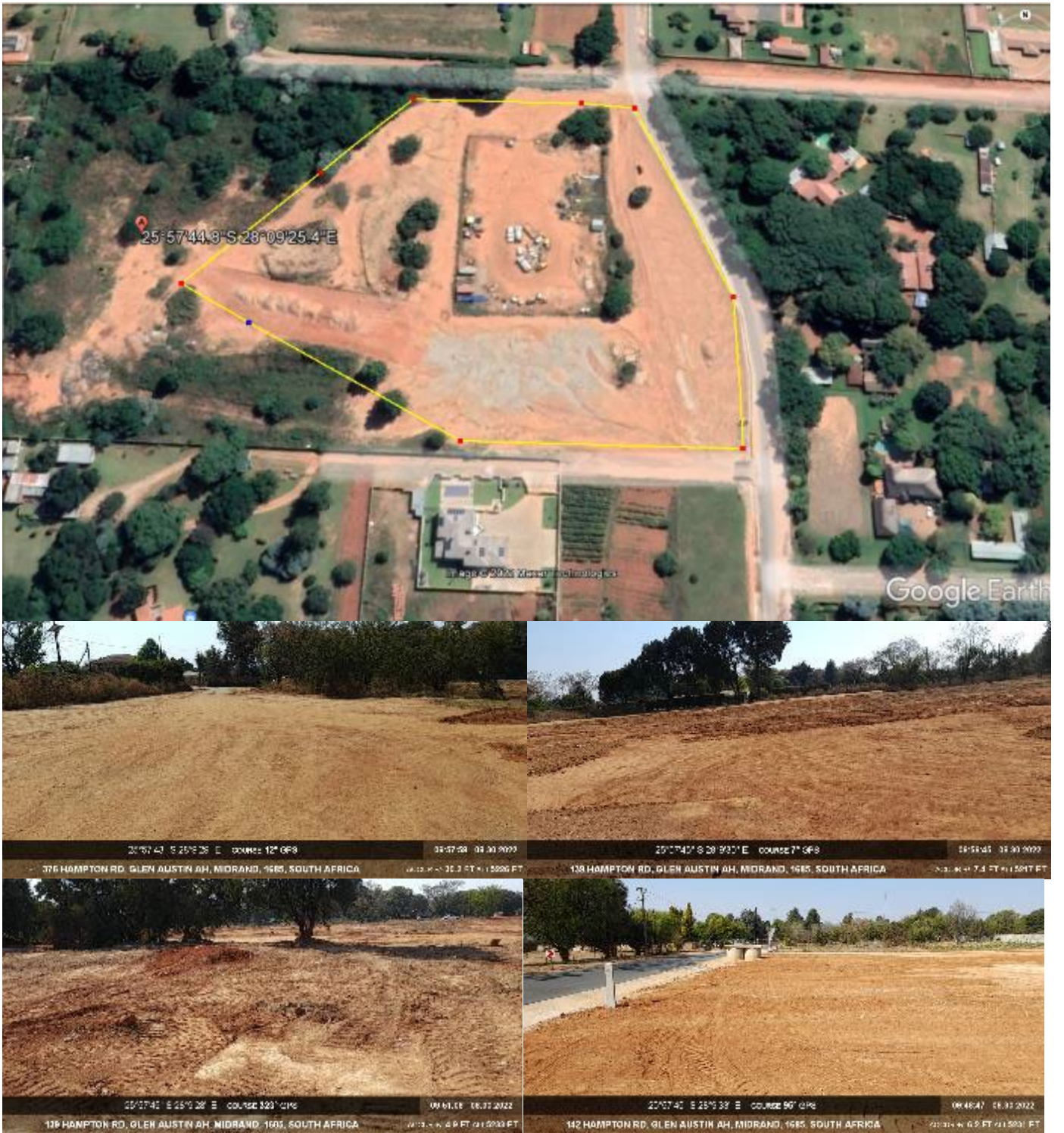




Figure 7-13: Depicts the road reserves along Hampton Road that require grass seeding that were impacted by the Installation of the H39B Pipeline with the area of approximately 19 652m2.



Rehabilitation require soil samples to be taken and a fertilization recommendation made, it will be done at Rand Water's cost.

1.1.5.3 APPLICATION RATE OF FERTILIZER

- ⊖ Superphosphate and 2:3:2 must be applied at a rate of 5kg/100m² over the entire scarred area, at given intervals.
- ⊖ Should an alternative fertilizer be used/supplied the relative application rate will be given by the EMS representative together with the relevant fertilizer intervals.
- ⊖ Chicken Manure.

1.1.5.4 FERTILIZING INTERVALS

Superphosphate must be applied when seeding.

FOUR WEEKS AFTER SEEDING

- ⊖ A follow up fertilization with 2:3:2 must be applied, 5kg/100m².
- ⊖ Eight weeks thereafter (twelve weeks after seeding or planting) a second application of 2:3:2 must be applied.
- ⊖ Any additional/alternative fertilizer requirements to ensure continued healthy plant growth must be done in consultation with the Environmentalist Rehabilitation officer.

1.1.6 MULCHING OF SEEDED AREA

On completion of sowing the seed, the site may also be covered with a very light layer of veld grass as mulch. This mulch layer shall be no thicker than 2-3mm deep.

1.1.7 WATERING OF GRASS

If the installation of a temporary irrigation is not feasible, the contractor will be responsible for providing irrigation as required until the 95% cover as required. Watering of the site should be done twice a week for a period of 3 months.

1.1.9 WEEDING GRASSED AREAS

All grassed areas must be kept free of weeds, always until the site is handed over. Either by means of physical or chemical weeding. Where chemical weeding is used, the product to be used must first be discussed with the Environmentalist: Rehabilitation officer. Staff applying chemicals must be fully trained, competent, and certified. The MSDS sheets of chemicals must be always kept on site. The appointed contractor will be requested to have the PCO License. Weeding should be inclusive of the invasive alien plant species.

1.1.10 MAINTENANCE

- ⊖ The site will be maintained until the grass growth has reached 20cm in height or 95% grass cover.
- ⊖ Keeping adequate barricading up, to prevent pedestrian traffic from damaging the newly germinated grass.
- ⊖ The contractor should continuously monitor the site and correct when minimal damage occurs on the germinating grass.
- ⊖ Adequate watering of the area to ensure optimum growth.
- ⊖ Payment will be linked with rate of application and growth percentage of seeding, germination and with the average height of 20cm or 95% grass cover.
- ⊖ Seeding payment will be done in parts i.e., during germination and when growth is 20cm.

1.1.11 RESEEDING

The Contractor shall consistently monitor the germination and the growth of the seedlings. Should the identify bare or die back areas, the Contractor shall take immediate measures to have those areas reseeded or plant plugs at his cost within 14 days from the date of notification by the Environmentalist Rehabilitation.

1.1.16 OTHER REQUIREMENTS

- ⊖ Contractor's will have to undergo appropriate induction Rand Water before commencing work.
- ⊖ The Environmentalist Rehabilitation must be informed of the starting date BEFORE starting.
- ⊖ Induction certificates must be always available when work is carried out on site.
- ⊖ Toilets available are to comply with safety and health requirements.

1.1.17 DIRECTIONS TO SITE

The Site is situated in Midrand area, directions to the site will be shown during the clarification meeting.

Coordinates

Start:

25°59'23.91" S

28°09'09.66" E

Middle:

25°59'02.44" S

28°09'32.19" E

End:

25°56'49.78" S

28°09'28.46" E



1.1.18 THE CONTRACTOR MUST

- ⊗ Be fully conversant with the scope.
- ⊗ Be fully conversant with all environmental legislation and ensure compliance.
- ⊗ Ensure that all the environmental and safety specifications contained within scope of work are adhered to on site.
- ⊗ Regularly liaise with the Manager Environmental Rehabilitation on matters relating to the environment.
- ⊗ Confine activities to the demarcated construction site.
- ⊗ Ensure that safety comes first in all activities.
- ⊗ That all requirements of the tender are adhered to and addressed.

1.1.19 STANDARDS THAT APPLY

- ⊗ Returnable documents
- ⊗ Agreements and contract data
- ⊗ Pricing data
- ⊗ Schedules
- ⊗ Environmental Authorization
- ⊗ Environmental Management plan
- ⊗ Water Use License

1.1.20 DELIVERABLES

- ⊗ Site to be 95% covered in veld grass as per specification and at a height of 20cm.
- ⊗ Grass seeded.
- ⊗ Site should be weed free.
- ⊗ Watering of the grassed area.
- ⊗ Well germinating grass.
- ⊗ Handover will be done after the 3 months' maintenance period and once the standard is met.

1.1.21 TO BE SUPPLIED BY THE CONTRACTOR

- ⊖ Staff who are fully trained and experienced and comply with all standards set in document.
- ⊖ Workers who comply with all standards set in document.
- ⊖ All tools and materials.
- ⊖ Documents as requested in schedules.
- ⊖ Photographic progress should be taken and kept throughout project.
- ⊖ Photographs are to be done on digital format accompanied with one print out.
- ⊖ Development of Biweekly and Monthly progress report through the project life cycle.
- ⊖ Fertilizers (organic and inorganic)
- ⊖ Seeds
- ⊖ Water/ Irrigation

1.1.21 TO BE SUPPLIED BY RAND WATER

- ⊖ Tender document and order for work.
- ⊖ Inspection of work and acceptance of receipt.
- ⊖ Payment.
- ⊖ Environmental Authorization
- ⊖ Environmental Management plan
- ⊖ Water Use License

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

3.1.1. N/A

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

3.2. The functionality evaluation criteria are as follows:

ADJUDICATION CRITERIA		WEIGHT
1.	Previous Related Experience (Similar to current RFQ Scope/Work) The rating of this item is based on a four-point scale: • None = 0 % - No submission • Weak = 33.3% - 1 Company reference • Moderate = 66.7% - 2 Company references • Good = 100% - 3 Company references	25
2.	Human Resource Capacity Adjudicated based on Human Resource Capacity Schedule required for the execution of the scope of work. The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work. The rating of this item is based on a four-point scale: • None = 0 % - No submission • Weak = 33.3% - Company organogram not reflecting the resource needs for the scope of work • Moderate = 66.7% - Company organogram partially addressing the resource needs for the scope of work • Good = 100% - Company organogram adequately addressing the resource needs for the scope of work	25

ADJUDICATION CRITERIA		WEIGHT
3.	Equipment Resource Capacity <i>Adjudicated based on Equipment Resource Capacity (Plant, Equipment, vehicles, computers, software's etc.) The purpose is to establish an overall picture of the company's equipment resource capacity and ability to undertake the work and will therefore be services/goods specific.</i> The rating of this item is based on a four-point scale: - None = 0 % - No submission - Weak = 33.3% - Minimal capacity in relation to the scope - Moderate = 66.7% - Capacity meets the scope requirements with some gaps - Good = 100% - Capacity meets the scope requirements	25
4.	Work Breakdown / Schedule / Project Programme Aligned with Contractual requirements, credible and acceptable The rating of this item is based on a four-point scale: - None = 0 % - No submission - 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. PRICING SCHEDULE

The Supplier must complete the following pricing schedule:

	MILESTONES / LINE ITEMS	MINIMUM THRESHOLD FOR LOCAL CONTENT	TIMEFRAME (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
1.	Full compliance to legislative requirements as well as Rand Water and external standards referred to this contract document, EA and EMP. (Refer to all other requirements)	N/A			SUM	
2.	Site Facilities, Equipment, Project Management, Safety compliance and contractual obligations	N/A			SUM	
3.	GRASS SEEDING AREA COSTS					
3.1	Soil preparations	N/A			55 390m2	
3.2	Supply and apply fertilizer @ 5kg/100m ²	N/A			55 390m2	
3.3	Supply and application of mulch	N/A			55 390m2	
3.4	Grass Germination	N/A			55 390m2	
3.5	Grass 20cm	N/A			55 390m2	

	MILESTONES / LINE ITEMS	MINIMUM THRESHOLD FOR LOCAL CONTENT	TIMEFRAME (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
3.6	1st follow up: fertilizing	N/A			55 390m2	
3.7	2nd follow up: fertilizing	N/A			55 390m2	
4.	MAINTENANCE (Twice a week for 3 months)					
4.1	Weeding				55 390m2	
4.2	Watering of grass until 20cm in height	N/A			55 390m2	
TOTAL						
VAT						
TOTAL [VAT INCLUDED]						

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

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

4. RETURNABLE DOCUMENTS

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

Required for Evaluation

- 4.1. Local Content Declaration Forms (not applicable).
- 4.2. Functionality evaluation supporting documents.
- 4.3. A B-BBEE Status Level Verification Certificate (SANAS Approved) / Sworn Affidavit (For EMEs& QSEs) must be submitted in order to obtain preferential points.
- 4.4. Completed and signed SBD 4 Form (Declaration of Interest)
- 4.5. Company Resolution Letter (proof of authority).
- 4.6. Letter of Good Standing, COID

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**

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.

- 2.1.1 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 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.

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.

- 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. LETTER OF AWARD

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

5.6. CANCELLATION OF ORDER

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

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

5.7. DISPATCH OF SUPPLIES

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

5.8. SPECIFICATIONS

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

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

5.9. GUARANTEE

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

5.10. PAYMENT

5.13. FORCE MAJEURE

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

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

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

5.14. WARRANTY

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

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

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

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

5.15. TERMINATION FOR CONVENIENCE

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

5.16. TERMINATION FOR DEFAULT

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

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

5.17. AMENDMENT OF ORDER

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

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

5.18. 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.

5.19. DISPUTE RESOLUTION

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

5.20. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

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

Rand Water does not allow advance payments to the Supplier.

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

5.11. LIABILITY FOR COSTS, DAMAGES OR EXPENSES

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

5.12. PENALTY AND PERFORMANCE CLAUSE

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

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

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

5.21. LAW

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

SIGNED at _____ on _____

For and on behalf of Supplier

Who warrants being duly authorised

Name:

Designation: