

	<h1 style="text-align: center;">REQUEST FOR QUOTATION</h1> <h2 style="text-align: center;">(SUPPLY AND DELIVERY)</h2>		Form No: RW SCM 00015 F	
			Revision No: 05	
			Effective Date: 31 January 2023	

BID NUMBER:	10387952	CLOSING DATE:	8 May 2023	CLOSING TIME:	23:59:59
DESCRIPTION:	SUPPLY AND DELIVERY OF ITEMS AS PER THE SPECIFICATION FOR EMS				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	04 May 4, 2023				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Dorah Mashele	CONTACT PERSON	Bongani Ndwandwe
TELEPHONE NUMBER	011-682-7251	TELEPHONE NUMBER	011-682-0724
E-MAIL ADDRESS (Submissions must be made to this address)	dmashele@randwater.co.za	E-MAIL ADDRESS	bndwandw@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." <i>Rand Water will provide any clarifications / addenda / extension of closing date by no later than one (1) calendar day before the closing date.</i>

1. SCOPE OF WORK

1.1. DESCRIPTION

1. Supply and delivery of a portable and adjustable floor TV stand as per the following specifications:

- Must be suitable for use at displays and exhibitions i.e. the stand will be taken apart and re-assembled for different shows, displays, and exhibitions.
- Must have a bag that is easy to transport and load, ideally with wheels.
- Must be below 20 kg in weight.
- Must be portable, easy and simple to assemble by one person.
- Must be able to support smart, flat panel TVs from 40 inch to 60 inch.
- Must be sturdy and balanced.
- Must support more than 45 kg in weight.
- Screen height must be adjustable between 1200 mm and 1500 mm in vertical height.
- Must include a built-in cable management system.
- Must be made of aluminium and polished and powder coated in black.
- Please make sure all the following is included:
 - Wheels, base, poles, screws, bolts, allen keys etc., installation manual.

Water Wise provides displays and exhibitions at a few different shows and venues. This TV will be used to show various Water Wise videos and will be used in shell stands, outdoor shows, and conference centres. The TV needs to be portable, height-adjustable, and easy to assemble and move around.

2. DESIGN, DEVELOP, MANUFACTURE AND DELIVERY OF CUSTOM DESIGNED RECYCLED GLASS TROPHIES AND CERTIFICATE FRAMES

Water Wise works in collaboration with a few stakeholders within the Green Industry. Trophies and awards are presented at various events and awards ceremonies in conjunction with the stakeholders. The request is to design, develop, manufacture, and delivery custom-designed recycled glass trophies to be handed out at these events. Please see the requirements below:

- Preferably made from recycled glass.
- Will require a sandblasted/engraved logo and other effects.
- 50 of 150 mm x 220 mm trophies.
- Design and shape of trophy will be discussed with Water Wise once the project has been awarded.

3. SUPPLY AND DELIVERY OF GARDENING EQUIPMENT AND TOOLS

Water Wise works closely with schools and communities on education and training. One of the aspects of this is the growing of community and school subsistence vegetable gardens. In addition to training and assistance with the gardens, Water Wise also supplies the schools and communities with equipment and tools for use in the garden. Please supply and deliver the following:

180 units of each of the following:

a. Pairs of general-purpose gardening gloves.



b. Pairs of gardens secateur pruning shears: blade with of 30 mm; polypropylene handles; carbon steel blades.



c. Wheelbarrows: heavy duty, galvanised steel, 70 litres, concrete.



d. Watering cans: durable 10 litre plastic watering can.



e. Hosepipe sets: 1 x 30 m hard wearing, flexible, lightweight 3-ply construction with cross woven reinforcement hosepipe of 12 mm half diameter plus 1 x watering fittings set plus 1 x pyramid sprinkler per set.



f. Rakes: 16 tooth all steel heavy duty rake of 1300 mm length.



g. Spades: No. 2 steel shaft digging spade with blade width of 205 mm; handle length of 660 mm; steel shaft; carbon steel; hardened and tempered.



h. Forks: Four prong garden fork with blade width of 200 mm; polypropylene coated steel; 200 mm width; 1000 mm height.



i. Nozzles: adjustable jet nozzle with suitable hose connector set for garden irrigation hosepipes.



4. SUPPLY AND DELIVERY OF ASSORTED VEGETABLE SEED PACKS

200 x vegetable seed packs (+/- 5 to 30 grams) of the following (the smallest packet on offering for each of the below seed requirements):

- Spinach
- Cauliflower
- Cabbage
- Lettuce
- Tomatoes
- Green peppers
- California Wonder
- Beetroot
- Broccoli
- Carrot
- Pea
- Squash
- Sweet Corn
- Green beans

Below is an example of the seed packs.



5. SUPPLY AND DELIVERY OF DISPLAY SPOTLIGHTS

Please supply and deliver the following:

5 x stainless lamps 12 V; 35 W; IP44 (as per image below)



6. Rand Water Rietvlei is comprised of 187 hectars of natural site. According to the Environmental Management Plan (EMP) vegetation density growing at nature reserve area requires being measures by disc pasture meter plate. (Disc Pasture meter for Veld assessment)

The disc should be foldable, constructed of 5.6 mm thick acrylic plastic cut into 46-cm square and fitted with 3.8 cm center hole. The acrylic should be stable under varying humidity, readable and easy to work. A meter stick through the center hole measuring the plate height (PH) should able rest on the pasture canopy.



Request for the supply and delivery of the following small assets:

7.. 1x 50Liters inner capacity cooler box-Camp master, blue in colour.



8. 4x Wall Watch - White metal number plar with bar division number plate cover out of minerals glass (30cm) or shocked projected plex glass.



9. 2x 1.7 Litres kettle capacity, black in colour, Auto shut off feature and 2000 watt.



10. DESIGN, DEVELOP, MANUFACTURE AND DELIVERY OF CUSTOM DESIGNED RECYCLED GLASS TROPHIES AND CERTIFICATE FRAMES

Water Wise works in collaboration with a number of stakeholders within the Green Industry. Trophies and awards are presented at various events and awards ceremonies in conjunction with the stakeholders. The request is to design, develop, manufacture, and delivery custom-designed recycled glass trophies to be handed out at these events. Please see the requirements below:

- Preferably made from recycled glass.
- Will require a sandblasted/engraved logo and other effects.
- 50 of 110 mm x 150 mm trophies.
- Design and shape of trophy will be discussed with Water Wise once the project has been awarded.

11. SUPPLY AND DELIVERY OF Digital laborator scale:

- Capacity 30kg X 1gr readability.
- LCD Display Red
- Stainless steel weigh pan 280mmX230mm
- Rechargeable battery with power supply.



12. SUPPLY AND DELIVERY OF Eco-Friendly bamboo Wall Clock

The Eco Friendly bamboo Wall Clock - Dual power , Electro.



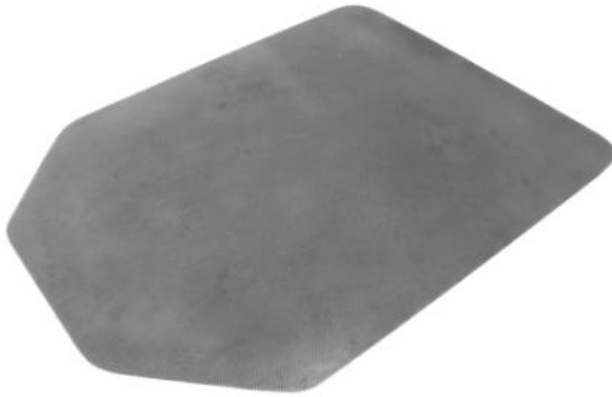
13. SUPPLY AND DELIVERY OF WW toolbox

This 182-piece hand tools set is a multi-purpose toolset and includes an assortment of common everyday components, as well as a convenient aluminium trolley case for storage.



14. SUPPLY AND DELIVERY OF Carpet Protector Non-Slip Silver Tapered

Carpet Protector (Non-Slip - Silver - Tapered Rectangle 1200x900x2.75mm



15 SUPPLY AND DELIVERY OF Digital Vernier Dexter



16. SUPPLY AND DELIVERY OF USB3.0 Type-C Universal Docking Station - 8 in 1

Product Name: type-C to PD + usb3 0 * 2 + SD + TF + HDMI + RJ45 + type-C docking station (8 in 1) Product brand: neutral (OEM / ODM) Product model: wc7367 Product material: aluminum alloy Product features: Conform to the type C interface specification, both positive and negative plug-in can be used; HDMI: 4K 30Hz downward compatible with 1080p, 720p, etc USB: up to 480m PD charging: up to 87W fast charging Type C female: 5V 500mA ~ 900mA SD/TF : usb 2.0 RJ45: 100M

17. SUPPLY AND DELIVERY OF NON-SLIP DESK PAD 800x300x3MM



18. SUPPLY AND DELIVERY OF BLUETOOTH KEYBOARD AND MOUSE COMBO.

5 x HP 230 Wireless Keyboard and 1600DPI Optical Mouse Ultra Slim Combo - Black
5 x HP Wireless keyboard and mouse combo CS500

Delivery to take place at the following address:

Rand Water EMS - Nursery

143 IR Kromvlei Road

Alberton

2000

GPS coordinates: 26°21'08"S - 28°04'02"E

Enquiries to be made to the following personnel:

Shaun van der Haar 011 724 9350/5 svdhaar@randwater.co.za

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

N/A

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

3.2. FUNCTIONALITY CRITERIA

3.2.1. Not Applicable

3.3. PREFERENTIAL POINT SYSTEM

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

3.3.1. PRICING SCHEDULE

The Supplier must complete the following pricing schedule:

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
1.	Supply and delivery of a portable and adjustable floor TV stand			1	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
2.	DESIGN, DEVELOP, MANUFACTURE AND DELIVERY OF CUSTOM DESIGNED RECYCLED GLASS TROPHIES AND CERTIFICATE FRAMES			50	
3.	SUPPLY AND DELIVERY OF GARDENING EQUIPMENT AND TOOLS			1	
4.	SUPPLY AND DELIVERY OF ASSORTED VEGETABLE SEED PACKS			1	
5.	SUPPLY AND DELIVERY OF DISPLAY SPOTLIGHTS			5	
6.	Supply, delivery Disc Pasture meter for Veld assessment			1	
7.	Supply, delivery and install one children slide.			1	
8.	50Liters inner capacity cooler box-Camp master, blue in colour.			2	
9.	Supply, delivery Wall Watch			4	
10.	Supply, delivery 1.7 Litres kettle capacity			4	
11.	DESIGN, DEVELOP, MANUFACTURE AND DELIVERY OF CUSTOM DESIGNED RECYCLED GLASS TROPHIES AND CERTIFICATE FRAMES			50	
12.	SUPPLY AND DELIVERY OF Digital laborator scale			2	
13.	SUPPLY AND DELIVERY OF Eco-Friendly bamboo Wall Clo			22	
14.	SUPPLY AND DELIVERY OF WW toolbox			5	
15.	SUPPLY AND DELIVERY OF Carpet Protector Non-Slip Silver Tapered			30	
16.	SUPPLY AND DELIVERY OF Digital Vernier Dexter			4	
17.	SUPPLY AND DELIVERY OF USB3.0 Type-C Universal Docking Station - 8 in 1			5	
18.	SUPPLY AND DELIVERY OF NON-SLIP DESK PAD 800x300x3MM			35	
19.	SUPPLY AND DELIVERY OF BLUETOOTH KEBOARD AND MOUSE COMBO.			10	
TOTAL					
VAT					
TOTAL [VAT INCLUDED]					

3.3.2. SPECIFIC GOALS

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

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

B-BBEE Status Level of Contributor	Number of point
1	20
2	18
3	14
4	12
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. 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.
- 4.2. Completed and signed SBD 4 Form (Declaration of Interest)
- 4.3. Company Resolution Letter (proof of authority).

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.

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.

Full Name	Identity Number	Name of institution	State

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.
- 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

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.

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

5.12. 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,

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.

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

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

5.10. LIABILITY FOR COSTS, DAMAGES OR EXPENSES

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

5.11. PENALTY AND PERFORMANCE CLAUSE

5.11.1. Should the Supplier fail to perform and make delivery in terms of the Purchase Order, exception of Force Majeure specified in Clause 8.13, Rand Water shall be entitled to impose a penalty, which shall be deducted from the payment statement. The imposition of such penalty shall not relieve the Supplier from its obligation to complete the services or from any of its obligations and liabilities under the Purchase Order.

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

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:

- a) fails to deliver in terms of the Purchase Order or perform the services within the time specified;
- b) fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or
- c) 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 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 domicile 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: