

	<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: 04	
			Effective Date: 28 June 2022	

BID NUMBER:	10402412	CLOSING DATE:	14December 2022	CLOSING TIME:	23hrs
DESCRIPTION:	Supply and deliver spares as per scope at Mechanical Vereeniging pumping station				
BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	08 December 2022				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Brian Xulu	CONTACT PERSON	Aphilile Thuntulwane
TELEPHONE NUMBER	011 682 0859	TELEPHONE NUMBER	011 682 4000
E-MAIL ADDRESS (Submissions must be made to this address)	bxulu@randwater.co.za	E-MAIL ADDRESS	athuntul@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) [TICK APPLICABLE BOX] <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

Supply and deliver spares as per scope below

Supply and deliver:

150mm White Kannaflex PVC Hose *30m long

C166-180 H/Duty Clamp *8 off

200mm Red Layflat Hose 8 Bar * 30m long

C190-204 H/Duty Clamp *8 off

6" Perrot Seal/O-ring *8 off

200mm Bauer Seal/O-rings *8 off

200mm Bauer Male *4 off

200mm Bauer Female *4 off

Supply and deliver Klinger gasket

3 mm Klinger Hygrade LS highly compressible expanded PTFE

Temperature: -196 to 200 C ; Pressure: 60 Bar @ 50 C & 10 Bar @ 200 C

1200mm x 1000mm * 4 sheets

Supply and deliver IMPELLERS for KSB Pump - 2 off

Type: KWP-K 300-400

Serial No.:23722-431/1

Impeller diameter: 380/350

Flow: 833.3 m3/h

Head: 11.5m

Speed: 990rpm

Power: 35 kW

Supply and deliver SUCTION LINERS for KSB pump - 2 off

Type: KWP-K 300-400

Serial No.:23722-431/1

Impeller diameter: 380/350

Flow: 833.3 m3/h

Head: 11.5m

Speed: 990rpm

Power: 35 kW

Supply and deliver Gate valves - 5 off

Type: Wedge gate valve

Nominal size: DN 80mm

Test pressure: PN 16

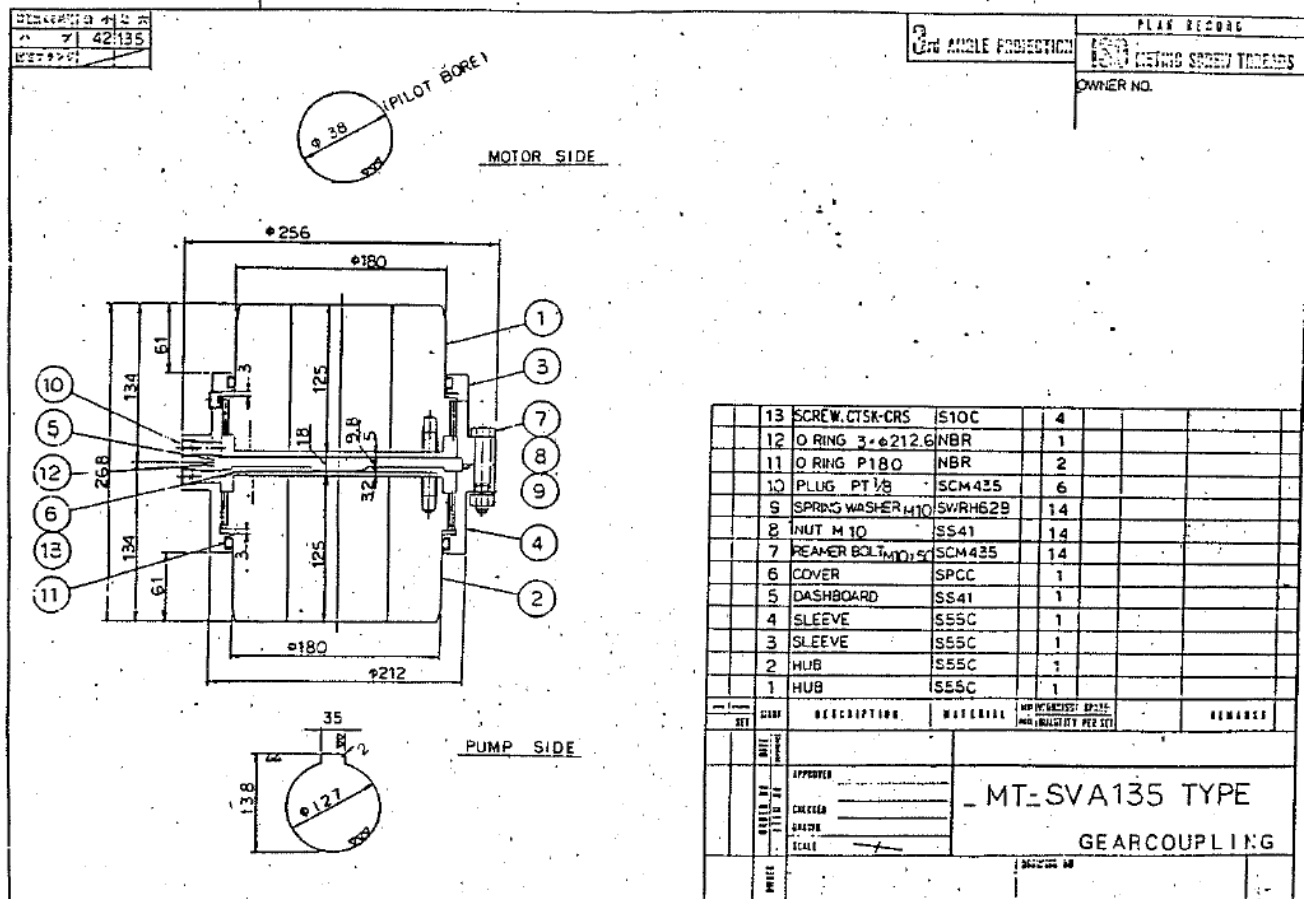
Metal to Metal sealing

Flange Pitch Circle Diameter (PCD) - 160mm

Valve Face-to-Face dimension: 205mm

Number of holes: 8
Holes drilling: 18mm

Supply and deliver Gear Coupling - 2 set
Type: MT-SVA-135 Gear coupling
Coupling to be supplied drilled Pilot hole



Supply and deliver STUFFING BOX/COVER PLATE for Warman Pump spares - 10 off

Type: 3/2C R Type warman pump
Warman part No.: C078HS1

Supply and deliver Mechanical seals - 10 off

Cartridge seal type
Part Number: 46512-150
Pump make: Gorman Rupp - T series, self-priming centrifugal pump
Pump model No.: T3A3-B

Supply and deliver the below:
100mm Female Perrot Coupler with hose tail *10 off
C112-126 High Duty Clamps * 30

Supply and deliver the below:



700 MM X 12 M RAZOR WIRE CONCERTINA (12 METER ROLLS- 34 OFF)
40 MM X 40 MM X 6MM X 6 METER ANGLE IRON (10 OFF)

Supply and deliver the below:

25-50mm Mitutoyo External Micrometer with setting piece *1 off

The new setting piece must be taken by the awarded service provider for calibration at a SANAS Accredited Lab and the calibration certificate must be issued (The micrometer won't be accepted without a set piece calibration certificate)

N.B: End user to confirm micro-meter purchased before the set pieces can be taken for calibration

Supply and deliver the below:

75mm Female Perrot Coupler with hose tail * 10 off

C86-91 High duty clamps *20 off

Supply and deliver Valves Gearboxes - 5 off

Gearbox Manufacture: Republic Transmissions

Type: RW 90SP

Serial Number: 07104517

Ratio: 160:1

See nameplate below:



Supply and deliver LABYRINTH for Warman Pump spares - 10 off

Type: 3/2C R Type warman pump
Warman part No.: C06210ME62

Supply and deliver bearings

7326B Angular contact ball bearing - 4 off
NU 313 Cylindrical roller bearings - 4 off
6313 C3 Deep groove ball bearings - 4 off

Supply and deliver steel metals

Square tube 50 x 50 x 2mm (6m long) - 15 off
Hot rolled sheet 1.6mm (2.4 x 1.2) Mild steel- 10 off
Angle iron 40 x 40 x 5 (6m long) - 15 off
Hot rolled sheet 3mm (2.4 x 1.2) - 10 off
Hot rolled sheet 2.5mm (2.4 x 1.2) - 10 off
Square tube 25 x 25 x 2mm (6m long) - 10 off
Angle iron 30 x 30 x 3 (6m long) - 10 off
Hot rolled sheet 2 mm (2.4 x 1.2) - 15 off
Flat bar 25 mm x 5 mm (6m long) - 10 off
Flat bar 50mm x 5mm (6m long) - 10 off

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. Submission of completed SBD 6.2 local content declaration and Annexure C for the designated sectors, *stated in the Pricing Schedule*. The local content annexures are accessible from the DTI website or

3.1.2.

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.	<p>Previous Experience in Supply and Delivery</p> <p>The purpose is to establish an overall picture of the company's ability in the supply and delivery of goods</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	60
2.	<p>Equipment Resource Capacity</p> <p>The purpose is to establish an overall picture of the company's ability to deliver the required goods.</p> <p><i>Adjudicated based on Equipment Resource Capacity (vehicle/s, means of delivering goods)</i> The rating of this item is based on two-point scale:</p> <ul style="list-style-type: none">• No = 0% -• Yes = 100%	20
3.	<p>Work Breakdown / Schedule / Project Programme</p> <p>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.	20
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.	150mm White Kannaflex PVC Hose (30m long)	100%			1	

	MILESTONES / LINE ITEMS	MINIMUM THRESHOLD FOR LOCAL CONTENT	TIMEFRAME (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
2.	C166-180 H/Duty Clamp				8	
3.	200mm Red Layflat Hose 8 Bar (30m long)				1	
4.	C190-204 H/Duty Clamp				8	
5.	6" Perrot Seal/O-ring				8	
6.	200mm Bauer Seal/O-rings				8	
7.	200mm Bauer Male				4	
8.	200mm Bauer Female				4	
9.	3 mm Klinger Hygrade LS highly compressible expanded PTFE (1200mm x 1000mm)				4 sheets	
10.	Supply and deliver IMPELLERS for KSB Pump				2 off	
11.	Supply and deliver SUCTION LINERS for KSB				2 off	
12.	Supply and deliver Gate valves	70%			5 off	
13.	Supply and deliver Gear Coupling				2 off	
14.	Supply and deliver STUFFING BOX/COVER PLATE for Warman Pump spares				10 off	
15.	Supply and deliver Mechanical seals				10 off	
16.	100mm Female Perrot Coupler with hose tail				10 off	
17.	C112-126 High Duty Clamps				30 off	
18.	700 MM X 12 M RAZOR WIRE CONCERTINA (12 METER ROLLS)	70%			34 off	
19.	40 MM X 40 MM X 6MM X 6 METER ANGLE IRON	70%			10 off	
20.	25-50mm Mitutoyo Micrometer with set piece (Setting piece with calibration certificate)				1 off	
21.	75mm Female Perrot Coupler with hose tail				10 off	
22.	C86-91 High duty clamps				20 off	
23.	Supply and deliver Valves Gearboxes				5 off	

	MILESTONES / LINE ITEMS	MINIMUM THRESHOLD FOR LOCAL CONTENT	TIMEFRAME (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
	Type: RW 90SP Serial Number: 07104517 Ratio: 160:1					
24.	Supply and deliver LABYRINTH for Warman Pump spares				10 off	
25.	7326 B Angular contact bearing				4 off	
26.	NU 313 Cylindrical roller bearings				4 off	
27.	6313 C3 Deep groove ball bearings				4 off	
28.	Square tube 50 x 50 x 2mm (6m long)				15 off	
29.	Hot rolled sheet 1.6mm (2.4 x 1.2) Mild steel				10 off	
30.	Angle iron 40 x 40 x 5 (6m long)				15 off	
31.	Hot rolled sheet 3mm (2.4 x 1.2)				10 off	
32.	Hot rolled sheet 2.5mm (2.4 x 1.2)				10 off	
33.	Square tube 25 x 25 x 2mm (6m long)				10 off	
34.	Angle iron 30 x 30 x 3 (6m long)				10 off	
35.	Hot rolled sheet 2 mm (2.4 x 1.2)				15 off	
36.	Flat bar 25 mm x 5 mm (6m long)				10 off	
37.	Flat bar 50mm x 5mm (6m long)				10 off	
38.						
39.						
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 .

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

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

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.

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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

5.13. 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

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

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 not 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.

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:

- 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.

5.17. 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 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 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.

5.21. 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: