

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

<b>BID NUMBER:</b>	10400936	<b>CLOSING DATE:</b>	07 April 2023	<b>CLOSING TIME:</b>	23:30
<b>DESCRIPTION:</b>	I Supply and Deliver Bolts nuts and washers as per site request and delivery schedule				
<b>NON-COMPULSORY BRIEFING SESSION DATE AND TIME</b>	n/a	<b>BRIEFING SESSION VENUE</b>	n/a		
<b>ISSUE DATE</b>	05 April 2023				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
<b>CONTACT PERSON</b>	Salome Mametja	<b>CONTACT PERSON</b>	Bongani Ndwandwe
<b>TELEPHONE NUMBER</b>	011 682 7132	<b>TELEPHONE NUMBER</b>	011 682 0724
<b>E-MAIL ADDRESS</b> (Submissions must be made to this address)	<a href="mailto:smametja@randwater.co.za">smametja@randwater.co.za</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:bndwandw@randwater.co.za">bndwandw@randwater.co.za</a>

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

BID SUBMISSION:
<ul style="list-style-type: none"> <li>Bids must be submitted by the stipulated time to the email address stipulated above. Late bids will not be accepted for consideration.</li> <li><b>All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document.</b></li> <li>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."</li> <li><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></li> </ul>

## 1. SCOPE OF WORK

### 1.1. DESCRIPTION

Bolts and Nuts must be made of Steel Galvanised, Hex Head, Galvanised Hex Nut, Full Size Shank, and Standard

Thread Length. Bolts and Nuts must have approval marking on bolts and nuts.

Bolts and nuts must be packed in durable packets of 10 each.

Partial deliveries will not be accepted; bidders have to ensure that they have adequate transport to make full deliveries

Material and manufacture of steel bolts and screws

Method of production

Bolts and screws may be produced by cold forging or hot forging at the discretion of the manufacturer.

Material grades

For various strengths grades, refer to BS EN ISO 898-1 Table 2

High Tensile Bolts & Nuts

Hexagon Head Bolts DIN 931 / ISO 4014

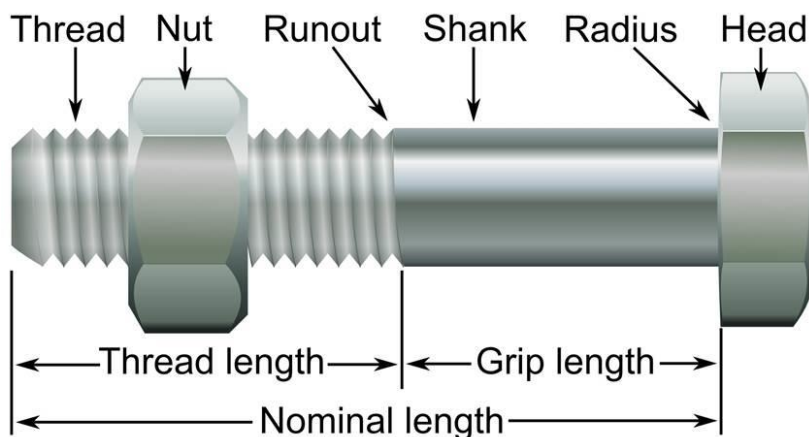
Hexagon Head Set Screws (Full Thread Bolts) DIN 933 / ISO 4017

Friction Grip Bolts DIN 6914 / ISO 7412/BS EN14399

Friction Grip Nuts DIN 6915 / ISO 4775/BS EN14399

Hexagon Socket Head Cap Screws DIN 912 EN ISO 4762 / 6912 / 7984

Hexagon Socket Countersunk Head Screws DIN 7991 EN ISO 10643 2.7 Hexagon Nuts DIN 934 / ISO 403



Must be packed in packets of 10 or 100 site will identify packaging on site meeting once PO awarded  
Reputable manufacturing brands are a requirement, where a manufacturing brand is specified (Specification or in the table below) the equivalent thereof will also be accepted based on certification and accreditation.

\*NO INFERIOR quality will be excepted

Material	Short Text	Quantity Requested	Unit of Measure
3384	BOLTS & NUTS HEX BLACK 6 X 25MM	600	EA

3386	BOLTS & NUTS HEX BLACK 8 X 40 MM	450	EA
3388	BOLTS & NUTS HEX BLACK 10 X 25 MM	600	EA
3389	BOLTS & NUTS HEX BLACK 10 X 30 MM	300	EA
3390	BOLTS & NUTS HEX BLACK 10 X 40 MM	300	EA
3391	BOLTS & NUTS HEX BLACK 10 X 50 MM	450	EA
3392	BOLTS & NUTS HEX BLACK 10 X 65 MM	300	EA
3394	BOLTS & NUTS HEX BLACK 10 X 100 MM	300	EA
3396	BOLTS & NUTS HEX BLACK 12 X 25 MM	600	EA
3398	BOLTS & NUTS HEX BLACK 12 X 40 MM	600	EA
3399	BOLTS & NUTS HEX BLACK 12 X 50 MM	300	EA
3401	BOLTS & NUTS HEX BLACK 12 X 65 MM	450	EA
3409	BOLTS & NUTS HEX BLACK 16 X 40 MM	300	EA
3410	BOLTS & NUTS HEX BLACK 16 X 50 MM	300	EA
3411	BOLTS & NUTS HEX BLACK 16 X 55 MM	600	EA
3412	BOLTS & NUTS HEX BLACK 16 X 65 MM	300	EA
3413	BOLTS & NUTS HEX BLACK 16 X 70 MM	600	EA
3414	BOLTS & NUTS HEX BLACK 16 X 75 MM	600	EA
3416	BOLTS & NUTS HEX BLACK 16 X 100 MM	450	EA
3421	BOLTS & NUTS HEX BLACK 20 X 65 MM	900	EA
3422	BOLTS & NUTS HEX BLACK 20 X 75 MM	300	EA
3423	BOLTS & NUTS HEX BLACK 20 X 90 MM	300	EA
3424	BOLTS & NUTS HEX BLACK 20 X 100 MM	900	EA
3425	BOLTS & NUTS HEX BLACK 20 X 115 MM	300	EA
3426	BOLTS & NUTS HEX BLACK 20 X 125 MM	300	EA
3427	BOLTS & NUTS HEX BLACK 20 X 150 MM	300	EA
3430	BOLTS & NUTS HEX BLACK 24 X 90 MM	600	EA
3431	BOLTS & NUTS HEX BLACK 24 X 100 MM	450	EA
3433	BOLTS & NUTS HEX BLACK 24 X 125 MM	300	EA
3434	BOLTS & NUTS HEX BLACK 24 X 150 MM	300	EA
3435	BOLTS & NUTS HEX BLACK 30 X 100 MM	900	EA
3437	BOLTS & NUTS HEX BLACK 30 X 150 MM	300	EA
3440	BOLTS & NUTS HEX BLACK 36 X 130 MM	300	EA
3441	BOLTS & NUTS HEX BLACK 36 X 150 MM	300	EA
3442	BOLTS & NUTS HEX BLACK 36 X 165 MM	300	EA
3443	BOLTS & NUTS HEX BLACK 36 X 200 MM	450	EA
3444	BOLTS RAWL 10 MM	600	EA
3445	BOLTS RAWL 8 MM X 65MM	600	EA
3728	BOLTS BARREL BRASS 75 MM	90	EA

## 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. None

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:

	<b>MILESTONES / LINE ITEMS</b>	<b>Estimated delivery period (where applicable)</b>	<b>UNIT PRICE (where applicable)</b>	<b>QUANTITY (where applicable)</b>	<b>COSTING</b>
1	BOLTS BARREL BRASS 75 MM			90	
2	BOLTS & NUTS HEX BLACK 10 X 30 MM			200	
3	BOLTS & NUTS HEX BLACK 10 X 40 MM			200	
4	BOLTS & NUTS HEX BLACK 10 X 65 MM			200	
5	BOLTS & NUTS HEX BLACK 10 X 100 MM			200	

	<b>MILESTONES / LINE ITEMS</b>	<b>Estimated delivery period (where applicable)</b>	<b>UNIT PRICE (where applicable)</b>	<b>QUANTITY (where applicable)</b>	<b>COSTING</b>
6	BOLTS & NUTS HEX BLACK 12 X 50 MM			200	
7	BOLTS & NUTS HEX BLACK 16 X 40 MM			200	
8	BOLTS & NUTS HEX BLACK 36 X 165 MM			200	
9	BOLTS & NUTS HEX BLACK 8 X 40 MM			300	
10	BOLTS & NUTS HEX BLACK 10 X 50 MM			300	
11	BOLTS & NUTS HEX BLACK 16 X 50 MM			300	
12	BOLTS & NUTS HEX BLACK 16 X 65 MM			300	
13	BOLTS & NUTS HEX BLACK 20 X 75 MM			300	
14	BOLTS & NUTS HEX BLACK 20 X 90 MM			300	
15	BOLTS & NUTS HEX BLACK 20 X 115 MM			300	
16	BOLTS & NUTS HEX BLACK 20 X 125 MM			300	
17	BOLTS & NUTS HEX BLACK 20 X 150 MM			300	
18	BOLTS & NUTS HEX BLACK 24 X 125 MM			300	
19	BOLTS & NUTS HEX BLACK 24 X 150 MM			300	
20	BOLTS & NUTS HEX BLACK 30 X 150 MM			300	
21	BOLTS & NUTS HEX BLACK 36 X 130 MM			300	
22	BOLTS & NUTS HEX BLACK 36 X 150 MM			300	
23	BOLTS & NUTS HEX BLACK 36 X 200 MM			300	
24	BOLTS & NUTS HEX BLACK 6 X 25MM			400	
25	BOLTS & NUTS HEX BLACK 10 X 25 MM			400	

	<b>MILESTONES / LINE ITEMS</b>	<b>Estimated delivery period (where applicable)</b>	<b>UNIT PRICE (where applicable)</b>	<b>QUANTITY (where applicable)</b>	<b>COSTING</b>
26	BOLTS & NUTS HEX BLACK 12 X 25 MM			400	
27	BOLTS & NUTS HEX BLACK 12 X 65 MM			450	
28	BOLTS & NUTS HEX BLACK 16 X 100 MM			450	
29	BOLTS & NUTS HEX BLACK 24 X 100 MM			450	
30	BOLTS & NUTS HEX BLACK 16 X 55 MM			500	
31	BOLTS & NUTS HEX BLACK 12 X 40 MM			600	
32	BOLTS & NUTS HEX BLACK 16 X 70 MM			600	
33	BOLTS & NUTS HEX BLACK 16 X 75 MM			600	
34	BOLTS & NUTS HEX BLACK 24 X 90 MM			600	
35	BOLTS RAWL 10 MM			600	
36	BOLTS RAWL 8 MM X 65MM			600	
37	BOLTS & NUTS HEX BLACK 20 X 65 MM			900	
38	BOLTS & NUTS HEX BLACK 20 X 100 MM			900	
39	BOLTS & NUTS HEX BLACK 30 X 100 MM			900	
<b>TOTAL</b>					
<b>VAT</b>					
<b>TOTAL [VAT INCLUDED]</b>					

### **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>B-BBEE Status Level of Contributor</b>	<b>Number of point</b>
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 interest<sup>1</sup> 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.

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<sup>1</sup> 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 consortium<sup>2</sup> 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

<sup>2</sup> 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: