



REQUEST FOR QUOTATION (SUPPLY AND DELIVERY)

Form No: RW SCM 00015 F

Revision No: 06

Effective Date: 1 Aug 2024

BID NUMBER:	110411967 R	CLOSING DATE:	12.05.2025	CLOSING TIME:	23:30
DESCRIPTION:	Supply and Deliver: Low Value Assets to BWD				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	06.05.2025				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

BUYER		SOURCING MANAGER	
CONTACT PERSON	Minah Mochane	CONTACT PERSON	Semakaleng Mangoali
TELEPHONE NUMBER	011 682 0412	TELEPHONE NUMBER	011 682 0396
E-MAIL ADDRESS <small>(Submissions must be made to this address)</small>	mmochane@randwater.co.za	E-MAIL ADDRESS	smanogoal@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] <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:

- 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

1. Office Paper Shredder (Executive Manager)
Optimum Auto Feed +50
*PA Auto Cross Cut Paper Shredder

2. Washing Machine (Waterval)
Industrial Top End Loader Washing Machine
17 kg Load capacity
A Rating energy saving
Rinse Option

3. Three Quarter Bed, Mattress and Base (Esselenpark)

SUPPORT	Classic Bonnel Spring System
COMFORT LAYERS	Pillow Top Ultra Flex Foam Smart Active Foam Eco-Friendly Durapad
FABRIC	Laminated Fabric
WEIGHT RECOMMENDATION	130kg per side
GUARANTEE & WARRANTY	2 Year Guarantee 8 Year Warranty (10 Years Total)

4. A Frame Aluminium Industrial Ladder (Esselenpark)
Heavy duty stepladder for industrial use
Safe working load of 135kg's
Heavy duty riveted steps
Wide tread steps
Rubber non-slip feet
Red safety "no step"
Gusset step supports

5. Fridge/Freezer (Germiston)

gross capacity 222l
energy rating A
Water dispenser
freezer net capacity 63L
fridge interior light
fridge number of shelves/basket
annual energy consumption 304 kWh
product color satinelss steel titanium
model H310BIT-WD
shipping dimension 591mm(L) x583mm(W) x 1673mm(H)
noise level 42dB
Fridge net capacity 159 L

6. Fridge/Freezer (Benoni)

- Defrost Cooling: Automatically defrosts your fridge compartment (usually and auto-defrost combi fridge still requires manual freezer defrosting,
- An Energy Efficiency Class
- Recessed handle
- Long life LED light, energy saving: Energy efficient, long lasting, designed to cover more area and go deeper into the fridge which makes things easier to see on every level.
- Removable tempered glass shelves
- Reversible door design: The door can be changed to open in any direction to suit your kitchen layout.
- Adjustable level feet

7. Top Loader Washing Machine (Benoni)

Washing Capacity :19.0 kg
Drum type: 2nd Diamond
Pulsator: PP Dual Storm
Physical specifications: 637 x 1093 x 701mm
Net weight: 45kg
Panel Display: LED
Water Level: 10 Levels
Super Speed: Yes
Spin Speed: 700rpm
Smart Check: Yes
Soft Close Lid: Yes
Quick Wash: Yes
Rinse and Spin: Yes
Super Clean: Yes
Net Dimension (W x H x D): 637 x 1093 x 701 mm
Gross Dimension (W x H x D): 705 x 1175 x 748 mm
Gross Weight: 49kg

8. 4 Plate Stove Electrical and Gas (Benoni)

4 Solid Plates
1 Thermal Protection Plate
Heat switches and function select
Plate indicator lights
Usable volume: 78L
Warmer drawer
Side Racks, Full Glass Door
Removable inner glass, roast pan and chrome shelf
Gas
In case of Emergency Power Outages
Regulator and hose included
Automatic Piezo Ignition
Cylinder Pressure

9. Single Bed, Mattress and Base (Bloemendal)

10. Office Chair (Meyerton)

Rickstaker Chair (Black)



11. Submersible Pump (Meyerton)

1.3kW 380V Cast Iron Submersible Pump For Dirty Water. Without Float Switch.
Max Head 12m. Max Flow Rate 18m³/h.
Sewage Pump Equipped With Cutter System Is An Ideal Machine For Drainage Sewage.
380V Unit Not Fitted With Float Switch.
Max Immersion Depth 5m.
Max Particle Diameter 25mm.
50mm Discharge / Outlet Size.
Max Liquid Temp. 40 Degrees Celcius.



12. Petrol Chainsaw (Meyerton)

- Powerful, semi-commercial 33cc, 0.9KW, 2-stroke, easy-start, petrol engine.
 - Fuel tank capacity: 900ml.
 - Soft start pull-start mechanism.
 - Auto centrifugal safety clutch.
 - Full crank with double ball bearings and two piston rings for extended engine life.
 - Extra-long 4.0m reach.
 - 25cm Oregon chain and chain-bar.
 - Heavy-duty gear drive for long life.
 - Soft-grip and adjustable assist handle.
 - 500ml Chain-lube included.
 - 200ml 2-stroke high-performance oil included.
 - Spare spark plug included.
- Technical data:
• Power: 0.9KW, 2-stroke.
• Fuel tank capacity: 900ml.
• Chain bar: 25cm Oregon.



13. Ratcheting Pipe Threader (Meyerton)

RIDGID 36345 00-R Exposed Ratchet Threader Set, Ratcheting Pipe Threading Set of 1/2-Inch to 1-Inch NPT Pipe Threading Dies and Manual Ratcheting Pipe Threader, Red/Black, Small

BSP Style Die Sizes

- 1/4"
- 1/2"
- 1"
- 1,1/2"
- 2"



14. Cordless Drilling Machine - 18V DC (Amanzimtoti)

Li-ion battery has a longer run time, light weight and holds its charge longer
Heavy duty motor for longer product life with 2x 1500mAh batteries included
2-speed gear box with impact function, variable speed, and 21+drill+impact torque settings
Sturdy aluminium case with 160 piece accessories for various
LED work light & belt clip

15. Submersible Pump (Amanzimtoti)

[EASY TO HOOKUP] - Collocate with solar panels and 12V battery systems , can be powered
[WIDE USE] - An solution for remote watering needs without electric power, like garden, farm irrigation
[STRENGTH] - DC 120W Max Flow rate: 12LPM/3.2GPM, maximum lift: 230ft (70m), cable length:
[1 YEAR WARRANTY]

16. 14ft Aluminium Extension Ladder (Amanzimtoti)

Aluminium extension ladder prof 150kg (600mm)
product type push up ladders
code bst129032
extended length 6000
reach height 6000
step/rung material aluminium
applicatin commercial resident
height 6000
sku 652140

17. 6 Step A Frame Aluminium Step Ladder (Amanzimtoti)

6 step double sided A-frame aluminium step ladder 6.4 kg
Product Dimensions 180cm(L) x 49cm(W) x 17cm(H)
Shipping Weight 6.4 kg
Shipping Dimensions 180cm(L) x 49cm(W) x 17cm(H)

18. Circular Saw - Industrial (Civil)

20 Volt Circular saw
No-load speed: 4600rpm.
Blade diameter: 165mm.
Cutting capacity: 45°degree: 38mm, 90°degree: 55mm.
Adjustable cutting depth.
Adjustable bevel cutting.



19. Wheel Tape Measure (Civil)

Measuring Distance. 10 000 M.
Increments. 1 CM.
Wheel Circumference. 1 010 MM.
Zero Reset. Yes.
Wheel Diameter. 318 MM.
Handle Length. 170 MM.
Material. Plastic.

20. Heavy Duty Tile Cutter (Civil)

Max. Cutting Length:

620mm

Max. Diagonal Cutting Length:

430mm

Max. Cutting Depth:

6-20mm

Weight:

9.4kg

21. Rotary Hammer Drill (Civil)

– Voltage: 220V-240V~50/60Hz

– Input power: 1500W

– No-load speed: 850rpm

– Impact rate: 4400bpm

– Impact energy: 5.5J

– Max. drilling capacity: Concrete: 32mm, Steel: 13mm, Wood: 40mm

– SDS plus chuck system With 3 drills and 2 chisels

What's in the box

1 x Total Tools – Rotary Hammer – 1500W

3 x Drill Bits

2 x Chisels

1 x Plastic Carry Case

22. Cordless Medium Grinder

Voltage - 18V 5.0Ah – 4.0Ah – 3.0Ah – 1.5Ah

Capacity - Depressed Centre Wheel 115 mm

No Load Speed (r/min) - 8,500r/min

Dimensions (L x W x H) - 362 x 130 x 151 mm

Net Weight - 2.3 kg



23. Cordless Baby Grinder

Product Specifications

Rated power input: 800W

No-load speed: 11000rpm

Power Output: 500W

Length: 286mm

Height: 106mm

Weight: 1.5kg

Grinding Spindle Thread: M14

Disc Diameter: 115mm

Wire Cup Brush Diameter: 70mm



24. Ladder (Mechanical)

may add a picture

Folding ladders, extension ladders and A-frame ladders long reach extension ladder

1. We need the A-frame to be around 3.5m and take weight of 200kg
2. The double extension should open to 6m
3. The folding should open to 5m
4. The triple extension must be around 8m
5. The Heavy duty folding must take weight of up to 200kg

date: _____

25. Microwave (Instrumentation)

20L Electronic Microwave Black mirror finish
Code: RHEM21LB

26. Angle Grinder (Instrumentation)
650W Hg-650



27. Water Dispenser (Instrumentation)
Water Dispenser-AQA Drink 1 Free Standing Hot & Cold



28. Angle Grinder (Big) (Instrumentation)
Ryobi Angle Grinder
Dimensions-481x106x132mm
Net weight-4.9kg
Disc diameter-230mm(9")
Input 2,500W
Rated speed 6.600min



29. Soldering Station (Instrumentation)

WEP862BD+



30. Portable Air Compressor (Instrumentation)
Pilot Air Compressor
10HP/7.5KW 888L 415V



31. Telescopic Ladder (Instrumentation)
3,8M
Material: Aluminium
EN Certified



32. 4-Step Ladder (Electrical)
4ft Foldable Step Ladder
Light weight robust aluminium step ladder.
• Ideal for general household and outdoor use.
• Non Slip foot pads.
• Moulded plastic tray.
• Rust proof
• SABS Tested and Compliance

33. 6-Step Ladder (Electrical)
6ft Foldable Step Ladder
Light weight robust aluminium step ladder.
• Ideal for general household and outdoor use.
• Non Slip foot pads.
• Moulded plastic tray.
• Rust proof
• SABS Tested and Compliance

34. 8-Step Ladder (Electrical)

Step ladders

product

Alum Step Ladder Prof 8 Step 150kg (2400mm)

duty rating

Heavy-duty

Innovative front stile design.

- Hinge with double rivet connection and anti-pinch design.
- Slip resistant feet.
- Double-rivet step connection.
- 6-rivet connection to rail.

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

Click or tap here to enter text.

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.	Office Paper Shredder			1	
2.	Washing Machine			1	
3.	Three Quarter Bed, Mattress and Base			12	
4.	A Frame Aluminum Industrial Ladder			1	
5.	Fridge/Freezer			1	
6.	Fridge/Freezer			3	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
7.	Top Loader Washing Machine			1	
8.	4 Plate Stove, Electrical and Gas			4	
9.	Single Bed, Mattress and Base			20	
10.	Office Chair			21	
11.	Submersible Pump			4	
12.	Petrol Chainsaw			1	
13.	Ratcheting Pipe Threader			1	
14.	Cordless Drilling Machine -18V DC			2	
15.	Submersible Pump			2	
16.	14ft Aluminum Extension Ladder			2	
17.	Circular Saw Industrial			1	
18.	Wheel Tape Measure			1	
19.	Heavy Duty Tile Cutter			1	
20.	Rotary Hammer Drill			1	
21.	Cordless Medium Grinder			1	
22.	Cordless Baby Grinder			1	
23.	Ladder			3	
24.	Microwave			1	
25.	Angle Grinder			1	
26.	Water Dispenser			1	
27.	Big Angle Grinder			1	
28.	Soldering Station			1	
29.	Portable Air Compressor			1	
30.	Telescopic Ladder			1	
31.	4 - Step Ladder			1	
32.	6 - Step Ladder			2	
33.	8 - Step Ladder			3	
TOTAL					
VAT					
TOTAL [VAT INCLUDED]					

NB: Failure to price all items will result to disqualification.

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

4.1 Returnable Document/s Used for Scoring

Failure to provide all Returnable Documents used for purposes of scoring a RFQ, by the closing date and time of this RFQ will not result in a disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.

- 4.1.1 B-BBEE Status Level Verification Certificate (SANAS Approved) / Sworn Affidavit (For EMEs& QSEs)/ the dtic B-BBEE Certificate

4.2 Essential Returnable Documents

- 4.2.1 Completed and signed SBD 4 Form (Declaration of Interest)
- 4.2.2 Company Resolution Letter (proof of authority).

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

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.

.....
2.3 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 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
.....

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

5. GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to the award. The Supplier agrees to adhere to the terms and conditions.

5.1. DEFINITIONS

5.1.1. In the General Conditions of Purchase, the terms below shall have the following meanings, unless it is inconsistent with the context of the Purchase Order:

"PURCHASE ORDER"	means the order between Rand Water and the Supplier;
"DELIVERY"	means delivery in accordance with the conditions of the Purchase Order at the stated delivery point;
"SUPPLIES"	means any services, equipment, goods, items or materials to be delivered by the Supplier in terms of the Purchase Order;
"SUPPLIER"	means the party appointed by Rand Water and with whom Rand Water places the Purchase Order.

5.2. FIXED PRICE

The price stated in the Purchase Order shall be regarded as fixed and is invariable and not subject to adjustments unless otherwise agreed between the parties in writing.

5.3. DELIVERY TIME OR DATE

The delivery time or date stated in the Purchase Order shall be regarded as fixed and the Supplier shall adhere strictly thereto. Rand Water reserves the right to cancel any order issued if delivery is not made as agreed and the Supplier will not be entitled to any cancellation fees.

5.4. PURCHASE ORDER

5.4.1. In terms of this order Rand Water undertakes to procure, and the Supplier undertakes to supply the products and/or services as contained on the Purchase Order. This however, does not prohibit Rand Water to procure additional products/services, and or to procure the same/similar products/services, from any other Supplier.

5.4.2. The Purchase Order number stated in the Order shall be indicated clearly on all documentation to be issued by either party to the other.

5.5. CANCELLATION OF ORDER

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

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

5.6. DISPATCH OF SUPPLIES

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

5.7. SPECIFICATIONS

5.7.1. The Supplier shall ensure that the service to be rendered shall in all respects be in accordance with the requirements

5.12. FORCE MAJEURE

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

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

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

5.13. WARRANTY

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

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

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

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

5.14. TERMINATION FOR CONVENIENCE

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

5.15. TERMINATION FOR DEFAULT

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

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

5.16. AMENDMENT OF ORDER

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

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

5.17. CESSION OF CONTRACTS

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 no relieve the Supplier from its obligation to complete the services or from any of its obligations and liabilities under the Purchase Order.
- 5.11.2. Every day, following the day on which a Failure arose ("day 1"), that a Failure persists without being rectified, shall be deemed a new incidence of a Failure for which the Supplier shall incur a penalty deduction.

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: