

	<h1>REQUEST FOR QUOTATION</h1>	Form No: RW SCM 00016 F
		Revision No: 08
		Effective Date: 28 June 2022

<b>BID NUMBER:</b>	10395811	<b>CLOSING DATE:</b>	25 August 2022	<b>CLOSING TIME:</b>	23:59
<b>DESCRIPTION:</b>	Calibration of Portable Instruments				
<b>BRIEFING SESSION DATE AND TIME</b>	N/A	<b>BRIEFING SESSION VENUE</b>	N/A		
<b>ISSUE DATE</b>	23 August 2022				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
<b>CONTACT PERSON</b>	Faith Segwe	<b>CONTACT PERSON</b>	Jabulile Molema
<b>TELEPHONE NUMBER</b>	011 682 0470	<b>TELEPHONE NUMBER</b>	011 724 9027
<b>E-MAIL ADDRESS</b> (Submissions must be made to this address)	<a href="mailto:fsegwe@randwater.co.za">fsegwe@randwater.co.za</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:jmolema@randwater.co.za">jmolema@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

Calibrate, attach calibration sticker and issue SANAS Accredited calibration certificate.

#### 1.1.1. 1X Clamp Meter / Fluke 376

Asset No: 126266

#### 1.1.2. 1X Digital Pressure Gauge

Manufacture: Fluke

Model: 700G08

1000 PSIG

Asset No: 158570

#### 1.1.3. 1X MT500 Megger

Manufacture: Major Tech

Asset No: 128984

#### 1.1.4. 1X High Voltage AC Proximity Detector / Hi-Prox

Asset No: 130621

#### 1.1.5. 1X 11KV Voltage detector

#### 1.1.6. 4X Ultrasonic Thickness Gauges

Time TT100

SN: 1667000039

SN: 16676000040

SN: 16676000010

Sadt

SN: 71839

#### 1.1.7. 4X Toptronic Insulation-Continuity Tester

Analog- Model: T5010

SN: 12714D

SN: 13614D

Digital - Model T1851

SN: 1536138

Model: T1800

SN: 9666534

#### 1.1.8. 1X TAltek – 20mA Signal Analyzer

Model 234

SN: 161781

#### 1.1.9 1X Gold Source - DC Power Supply

SN: DF1730SB5A

#### 1.1.10. 29X Fluke 177 True RMS Multimeter

EKS

SN: 24430499

MPS

SN: 17650302

SN: 18012012

PMS

SN: 91160801

SN: 27840111

EMD

P/06133/07; 8005900; 95050229; 94950774; 16110052; 20890024; 21490302; 32070240; 32900514; 32900513; 32900511; 32240002; 32900512; 36170792; 36170795; 36170787; 91160801

IMD

16570189; 16360288; 16360201; 20970084; 20970086; 39320194; 20970089;

1.1.11. 4X Fluke Digital 77 Series II Multimeter

EKS

SN: 68460658

IMD

SN: 32240003; 32210121; 32900510

1.1.12. 3X Fluke i400 Clamp Meters

EMD

SN: 95090618

SN: 27302

SN: 95090601

1.1.13. 1 X Toptronic Earth leakage tester

EMD

SN: TEL1TLB

1.1.14. 1 X Adret Surge Generato-SG50016 MK4

EMD

SN: 01413006

1.1.15. 1 X Megger Battery Impedence Tester - BITE 2P

EMD

SN: 9754

9745

29435-2

8656 80164

1.1.16. 1 X KYORITSU 8031phase rotation meter

EMD

SN: 0314046

1.1.17. 1 X Raytek Infrared Thermometer Raynger ST-2

EMD

SN: 203151-01-0003

1.1.18. 1 X KNES M11E-11KV Phasing Stick

EMD

SN: 5194

1.1.19. 1 X Major Tech Capacitance Meter

EMD

SN: 130429854

1.1.20. 1 X Live Line Technology Voltage Detector

LLT-D275KV

EMD

SN: 1314684

1.1.21. 1X Fluke Digital 77 Series II Multimeter - Repair and calibrate

SN: 68460513

Fault: Incorrect readings and Display has ink stains

1.1.22. 1X Fluke 1587 Multimeter

SN: 92640028

1.1.23. 2X Tektronix Oscilloscopes TDS

Model: 2024B

SN: C041381

Model: 210

SN: B052346

1.1.24. 1XTektronix Oscilloscope TDS

Model: 2024B  
SN: C041381  
Model: 210  
SN: B052346

1.1.25. 1X Major Tech Multifunction Tester K6011A  
SN: 7012015

1.1.26. 1X Lutron Current Calibrator  
CC-420  
SN: 928507 (L0412025)

1.1.27. 1X Technoterm Digital Thermometer 7300 and Probe 9973/408  
SN: 0560 7300 401 3039 0735  
& Probe C

1.1.28. 1X Yokogawa Decade Resistance Box 2793  
SN: 54FT1087

1.1.29. 1X GW DC Power Supply  
SN: 7620932

1.1.30. 2X Multifunction Process Calibrator Memocal 81B Ero Electronic  
SN: 94.08.5797/93.38.3294  
SN: 84.39.0466

1.1.31. 2X JF Dry Block DBC150 EVJ-200S  
SN: 07343

1.1.32. 1X Fluke 62 Mini IR  
Thermometer  
SN: 95740840

1.1.33. 1X Fixturlaser S3 M3 Alignment machine  
SN: 1-0914  
1-0916

1.1.34. 2X Druck DPI 620  
PV 622G  
SN: 3301182, 3964497 & 3992677  
SN: 3301185, 3964496 & 3992670

1.1.35. 3X UNOMAT Multifunction Calibrator Druck  
SN: 3442

1.1.36. 2X Hanna Digital Thermometers  
224677  
236384

1.1.37. 1X Anton Paar Density Meter  
Model: DMA 35V.3  
SN: 81884285

1.1.38. 1X Kem Kyoto Density Meter  
Model: DA-130N  
SN: 05012834

1.1.39. Repair and calibrate  
3X Unomat Druck UPS-II  
Fault - Display faded, doesn't read mA's on all 3, and one doesn't source mA  
SN: 30390, 30393, and 30389

NB: Both asset and serial numbers to be on the calibration certificate

Service provider to issue SANAS/ANAB/ilac\_MRA Accredited certificates or OEM calibration certificates

Calibration certificates must have calibration and expiry dates

## 2. AWARDING STRATEGY

The maximum number of suppliers to be awarded this RFQ is .

## 3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

### 3.1. Test for Responsiveness/ Pre- qualification

3.1.1. N/A

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

### 3.2. The functionality evaluation criteria are as follows:

ADJUDICATION CRITERIA		WEIGHT
1.	<p><b>Previous Related Experience</b> (Similar to current RFQ Scope/Work)</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"><li>• None = 0 % - No submission</li><li>• Weak = 33.3% - 1 Company reference</li><li>• Moderate = 66.7% - 2 Company references</li><li>• Good = 100% - 3 Company references</li></ul>	25
2.	<p><b>Human Resource Capacity</b> Adjudicated based on Human Resource Capacity Schedule required for the execution of the scope of work. The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work.</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"><li>• None = 0 % - No submission</li><li>• Weak = 33.3% - Company organogram not reflecting the resource needs for the scope of work</li><li>• Moderate = 66.7% - Company organogram partially addressing the resource needs for the scope of work</li><li>• Good = 100% - Company organogram adequately addressing the resource needs for the scope of work</li></ul>	25
3.	<p><b>Equipment Resource Capacity</b> <i>Adjudicated based on Equipment Resource Capacity (Plant, Equipment, vehicles, computers, software's etc.)</i> The purpose is to establish an overall picture of the company's equipment resource capacity and ability to undertake the work and will therefore be services/goods specific.</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"><li>• None = 0 % - No submission</li><li>• Weak = 33.3% - Minimal capacity in relation to the scope</li><li>• Moderate = 66.7% - Capacity meets the scope requirements with some gaps</li><li>• Good = 100% - Capacity meets the scope requirements</li></ul>	25
4.	<p><b>Work Breakdown / Schedule / Project Programme</b> 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"><li>• None = 0 % - No submission</li><li>• Weak = 33.3% - The work breakdown/ schedule / project programme is submitted but is unclear.</li><li>• Moderate = 66.7% - The work breakdown/ schedule / project programme is submitted and has some indication of the duration.</li><li>• Good = 100% - The work breakdown/ schedule / project programme is submitted and has a clear indication of the duration and delivery date.</li></ul>	25
<b>TOTAL</b>		<b>100</b>

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:

	<b>MILESTONES / LINE ITEMS</b>	<b>MINIMUM THRESHOLD FOR LOCAL CONTENT</b>	<b>TIMEFRAME (where applicable)</b>	<b>UNIT PRICE (where applicable)</b>	<b>QUANTITY (where applicable)</b>	<b>COSTING</b>
1.	Calibrate Clamp Meter / Fluke 376	N/A			1	
2.	Calibrate Digital Pressure Gauge / Fluke	N/A			1	
3.	Calibrate High Voltage AC Proximity Detector	N/A			1	
4.	Calibrate MT500 Megger / Major Tech	N/A			1	
5.	Calibrate 11KV Voltage detector	N/A			1	
6.	Calibrate Ultrasonic Thickness Gauges	N/A			4	
7.	Calibrate Toptronic Insulation Testers	N/A			4	
8.	Calibrate Altek - 20mA Signal Analyzer	N/A			1	
9.	Calibrate Gold Source - DC Power Supply	N/A			1	
10.	Calibrate Fluke 177 True RMS Multimeter	N/A			29	
11.	Calibrate Fluke Digital 77 Series II Multimeters	N/A			4	
12.	Calibrate Fluke i400 Clamp Meters	N/A			3	
13.	Calibrate Toptronic Earth leakage tester	N/A			1	
14.	Calibrate Adret Surge Generato-SG50016 M	N/A			1	
15.	Calibrate Megger Battery Impedence Teste	N/A			1	
16.	Calibrate KYORITSU 8031phase rotation me	N/A			1	
17.	Calibrate Raytek Infrared ThermometerRay	N/A			1	
18.	CalibrateKNESM11E-11KV Phasing Stick	N/A			1	
19.	Calibrate Major Tech Capacitance Meter	N/A			1	
20.	CalibrateLive Line TechnologyVoltage Detector	N/A			1	
21.	Repair & Calibrate Fluke Digital 77	N/A			1	

	<b>MILESTONES / LINE ITEMS</b>	<b>MINIMUM THRESHOLD FOR LOCAL CONTENT</b>	<b>TIMEFRAME</b> (where applicable)	<b>UNIT PRICE</b> (where applicable)	<b>QUANTITY</b> (where applicable)	<b>COSTING</b>
22.	Calibrate Fluke 1587 multimeter	N/A			1	
23.	Calibrate Micronics Altra Sonic Flow Meter	N/A			1	
24.	Calibrate Tektronix Oscilloscopes TDS	N/A			2	
25.	Calibrate Major Tech Multifunction Teste	N/A			1	
26.	Lutron Current CalibratorCC-420	N/A			1	
27.	Technoterm Digital Thermometer 7300	N/A			1	
28.	Calibrate Yokogawa Decade Resistance Box	N/A			1	
29.	Calibrate GW DC Power SupplyGPC-3030D	N/A			1	
30.	Calibrate Multifuction Process Calibrato	N/A			2	
31.	Calibrate JF Dry BlockDBC150 EVJ-200S	N/A			1	
32.	Calibrate Fluke 62 Mini IR	N/A			1	
33.	Calibrate Fixturlaser S3 M3 Alignment ma	N/A			1	
34.	Calibrate Druck DPI 620PV 622G	N/A			2	
35.	Calibrate UNOMAT Multifunction Calibrato	N/A			3	
36.	Calibrate Hanna Digital Thermometer	N/A			2	
37.	Calibrate Anton Paar Density Meter	N/A			1	
38.	Calibrate Kem Kyoto Density Meter	N/A			1	
39.	Repair and calibrate Unomat Druck UPS-II	N/A			3	
<b>TOTAL</b>						
<b>VAT</b>						
<b>TOTAL [VAT INCLUDED]</b>						

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.
- 4.2.     Functionality evaluation supporting documents.
- 4.3.     A B-BBEE Status Level Verification Certificate (SANAS Approved) / Sworn Affidavit (For EMEs& QSEs) must be submitted in order to obtain preferential points.
- 4.4.     Completed and signed SBD 4 Form (Declaration of Interest)
- 4.5.     Company Resolution Letter (proof of authority).
- 4.6.     Letter of Good Standing, COID



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

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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.

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 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

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. 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.

### 5.13. FORCE MAJEURE

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

- natural disasters
  - war, act of foreign enemies
  - riot, civil commotion
  - strike, lockout, other labour disturbance (including those involving the Supplier's employees) or
- any other circumstances beyond the control of the Supplier and which in the absence of this paragraph will operate to frustrate the timeous delivery of the item and/or service.

### 5.14. WARRANTY

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

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

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

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

### 5.15. TERMINATION FOR CONVENIENCE

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

### 5.16. TERMINATION FOR DEFAULT

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

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

### 5.17. AMENDMENT OF ORDER

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

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

### 5.18. CESSATION 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

#### 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.

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: