RAND WATER	REQUEST FOR QUOTATION SERVICES	Form No: RW SCM 00016 F Revision No: 11 Effective Date: 1 Aug 2026

BID NUMBER:	**10419003**	**CLOSING DATE:**	**06 November 2026**	**CLOSING TIME:**	23h59
DESCRIPTION:	**Request for Quotation for SAP Technical and Functional Support and Maintenance Services for SAP ECC 6.0 EHP7 and SAP S/4HANA (12 Months**				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	**N/A**	**BRIEFING SESSION VENUE**	**N/A**		
ISSUE DATE	**29 October 2026**				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

BUYER		**SOURCING MANAGER**	
CONTACT PERSON	**Khutso Ramafalo**	**CONTACT PERSON**	**Ntikane Radebe**
TELEPHONE NUMBER	**SCM is not always available on landline number. Please submit correspondence via email**	**TELEPHONE NUMBER**	**SCM is not always available on landline number. Please submit correspondence via email**
E-MAIL ADDRESS (Submissions must be made to this address)	kramafal@randwater.co.za	**E-MAIL ADDRESS**	radebe@randwater.co.za

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
PHYSICAL ADDRESS				
TELEPHONE NUMBER	**CODE**		**NUMBER**	
CELLPHONE NUMBER				
E-MAIL ADDRESS 1				
E-MAIL ADDRESS 2				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	**TAX COMPLIANCE SYSTEM PIN:**		**CENTRAL SUPPLIER DATABASE No:**	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐Yes ☐No		**B-BBEE STATUS LEVEL SWORN AFFIDAVIT** (EMEs and QSEs)	[TICK APPLICABLE BOX] ☐Yes ☐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.
- Responses that fail to meet pre-qualifying criteria stipulated (where applicable) will not be further evaluated.
- Rand Water will provide any clarifications / addenda / extension of closing date by no later than one (1) calendar day before the closing date.

Bidder's signatures confirmation checklist

All bidders are required to ensure that this RFQ document is duly completed and signed.

Below are declarations which must be duly completed and signed:

Item	Description	Signed (Yes or No)
5	SBD4	
4.2.2	Company's Resolution Letter	
7	Authorization	

1. SCOPE OF WORK

Specifications/Scope of Work

1.1 DESCRIPTION

Rand Water seeks to appoint a suitably qualified SAP Support and Maintenance Partner(s) to provide technical and functional SAP support and maintenance services for a period of twelve (12) months, with the option of cancelling the contract with one (1) month's written notice at no cost to Rand Water.

Services will be rendered on a **Time and Material basis** and provided as and when required.

The appointed Service Provider shall provide support, maintenance, enhancement, configuration, development, integration, testing, training, documentation, and advisory services across the Rand Water SAP landscape.

1.2. SAP FUNCTIONAL AND TECHNICAL SCOPE

The scope of services includes, but is not limited to, support and maintenance for the following SAP modules and technologies:

Functional Modules

- SAP Sales and Distribution (SD)
- SAP Human Capital Management (HCM)
- SAP Payroll
- SAP PPM Technical Consultant with ABAP and EPM Integration Expertise

Technical Components

- SAP ABAP Development
- SAP HANA Database
- SAP Integration Services
- SAP Workflow Development

SAP Integration Landscape

Support, maintenance and enhancement of integrations between SAP and:

- Enterprise Project Management (EPM)
- Third-Party Applications
- Other Rand Water business systems

Additional SAP Requirements

- Configure SAP ECC6 EHP7 to accommodate additional Company Codes with compliant business processes.

- Support for organisational structure changes and business expansion initiatives.

1.3 SERVICE AVAILABILITY AND WORKING HOURS

Support and maintenance services shall be provided during normal business hours:

- Monday to Friday
- 08h00 to 16h30

After-hours, weekend, and public holiday services shall only be provided upon prior written approval by the relevant Rand Water Contract Manager or Project Manager.

Emergency support services may be requested outside normal working hours.

1.4 SAP LANDSCAPE AND ACCESS

Access to Rand Water's SAP landscape will be granted through approved VPN access.

The SAP landscape consists of:

- Development (DEV)
- Quality Assurance (QA)
- Production (PRD)
- Disaster Recovery (DR)

The Service Provider shall comply with all Rand Water security, access management, and governance requirements.

1.5 CHANGE, RELEASE AND TRANSPORT MANAGEMENT

Change Control

All support calls, incidents, enhancements and change requests shall be logged and managed through the Rand Water Helpdesk.

Approval from the Change Control Committee (CCC) shall be mandatory for:

- Major enhancements
- New functionality
- New implementations
- High-risk changes

Production Transport Requirements

All transport to Production shall require:

- Configuration Documentation
- Functional Specification
- Technical Specification
- Successful Unit Testing
- Successful User Acceptance Testing (UAT)
- End User (Tester) Approval
- Business Process Owner Approval
- Contract/Project Manager Approval
- Approved Transport Request

The Service Provider shall manage all transport activities in accordance with Rand Water governance processes.

1.6. SUPPORT SERVICES AND RESPONSIBILITIES

1.6.1 Functional Support

The Service Provider shall provide:

- Incident and problem resolution
- Functional configuration changes
- Business process optimisation
- Legislative and regulatory changes
- Data correction support
- Master data support
- Month-end and year-end support
- User support and guidance
- Root Cause Analysis (RCA)
- Audit support and corrective actions

1.6.2 Technical Support

The Service Provider shall provide:

- SAP Basis administration
- SAP HANA database administration
- SAP security and authorisation support

- SAP monitoring and performance tuning
- SAP archiving administration
- SAP backup and restore activities
- SAP system health checks
- System patching and upgrades

1.6.3 Development and Enhancement Services

The Service Provider shall provide:

- ABAP developments
- Reports, Interfaces, Conversions, Enhancements, Forms and Workflows (RICEFW)
- Smart Forms, SAP Script and Adobe Forms development
- User exits and BAdI implementations
- Workflow development and maintenance
- Interface development and support
- Custom SAP reporting solutions

1.6.4 SAP PPM Support

The Service Provider shall provide support for:

- Integration between SAP PPM and EPM

1.6.5 Incident Management

The Service Provider shall:

- Analyse and resolve incidents
- Investigate system issues
- Provide workaround solutions
- Escalate unresolved defects
- Maintain incident resolution records
- Provide Root Cause Analysis reports for recurring incidents

1.7. BUSINESS CONTINUITY AND DISASTER RECOVERY

The Service Provider shall provide:

- Disaster Recovery Planning Support
- Disaster Recovery testing support

- Recovery execution support
- DR User Testing support
- DR reporting and sign-off documentation

The Service Provider shall participate in all scheduled Disaster Recovery exercises initiated by Rand Water.

1.8. DEVELOPMENT, IMPLEMENTATION AND TESTING

The Service Provider shall provide:

- Data migration support
- Configuration activities
- System restoration activities
- Requirement gathering and analysis
- Functional design
- Technical design
- Unit Testing
- Integration Testing
- User Acceptance Testing (UAT)
- Deployment support
- Post-production support

1.9. KNOWLEDGE TRANSFER AND TRAINING

The Service Provider shall:

- Transfer knowledge to Rand Water personnel
- Provide refresher training when required
- Maintain a knowledge transfer register
- Provide updated training material
- Conduct technical workshops for SAP support staff
- Ensure adequate handover before consultant replacement or contract termination

1.10. DOCUMENTATION REQUIREMENTS

The Service Provider shall maintain complete and current documentation, including:

- Functional Specifications
- Technical Specifications
- Configuration Documents
- Training Manuals
- User Guides

All documentation remain the intellectual property of Rand Water.

1.11. GOVERNANCE AND SERVICE MANAGEMENT

The Service Provider shall attend:

- Weekly Meetings
- Project Meetings
- Disaster Recovery Planning Meetings
- Steering Committee Meetings (where required)

1.12. MONTHLY DELIVERABLES

The Service Provider shall submit:

- Incident Register
- Risk
- Timesheets
- Knowledge Transfer Log

1.13. OPERATIONAL

The Service Provider shall:

- Continuously improving SAP processes
- Identify automation opportunities
- Propose system optimisation initiatives
- Improve SAP system maturity
- Improve system performance
- Assist with audit findings and advice on corrective actions

- Support compliance initiatives

1.14. PRICING AND COMMERCIALS

Pricing shall be based on hourly rates per resource category.

Requirements:

- Rates must be all-inclusive.
- No travel or accommodation claims will be accepted separately.
- No retainer fees.
- No minimum guaranteed hours.
- Maximum billable hours per resource: 160 hours per month.
- All hours must be approved and supported by timesheets and evidence of work performed.
- Remote support services and as and when physical

1.15. SERVICE LEVEL AGREEMENT (SLA)

The service provider will be required to enter into an SLA with Rand Water to ensure that services will be provided within stipulated timelines.

Severity Level	Response Time	Resolution Target	Description
Severity 1 (Critical)	30 Minutes	4 Hours	System unavailable or severely degraded
Severity 2 (High)	1 Hour	8 Hours	Critical business functions affected
Severity 3 (Medium)	4 Hours	3 Business Days	Partial system impact requiring investigation
Severity 4 (Low)	1 Business Day	Mutual Agreement	Minor issues, requests and enhancements

Severity Definitions

Severity 1

- Complete system outage
- Production unavailable
- Major business interruption

Severity 2

- Critical functionality unavailable

- Significant business impact
- High operational risk

Severity 3

- Medium business impact
- Workaround available
- Requires technical investigation

Severity 4

- Minor defects
- Information requests
- Service requests
- Enhancements and change requests

This combined Scope of Work provides comprehensive SAP Support and Maintenance covering functional support, technical support, Basis, Security, ABAP, PPM, HCM, FI/CO, integrations, governance, reporting, DR, knowledge transfer, and operational requirements for Rand Water.

2. AWARDING STRATEGY

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

3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

3.1. Test for Responsiveness/ Pre- qualification

3.1.1. Pricing Schedule for 3.3.1 must be fully completed

3.1.2. The service provider must submit a letter to confirm that they are a recognized and Authorised SAP implementation support partner for SAP ECC6 EHP7 and S/4HANA

3.2. Functionality evaluation (BID SPECIFIC)

Bid submissions will be evaluated on the criteria outlined in items (1-4) below. Each Item (1 to 4) has an assigned “Weight” and “Rating” scale. During the evaluation process, Bidders shall be assigned a “Rating” for each item in 1 to 4.

The maximum “Score” that a Bidder can achieve will be equal to the “Weight” for a particular item. The Total Scores of each functionality criterion will be multiplied by its weight and then the total score summed up to a total score out of 100.

A detailed description of the “Rating” scales and associated adjudication documentation are as follows:

ADJUDICATION / FUNCTIONALITY CRITERIA	WEIGHT
Previous Related Experience (as per the scope of work) Signed reference letter on referee’s company letter head with a description of a project, contactable contact details, project start date, project end date, and contract value or Completion Certificate. The rating of this item is based on a four-point scale: • None = 0 % - No submission or not relevant to scope of work • Weak = 33.3% - 1 Company reference letter • Moderate = 66.7% - 2 Company reference letter Good = 100% - 3 or more Company reference letter	40
Human Resource Capacity 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 project team capacity as per scope of work and ability to undertake the work. **Required Human Resource capacity (end user to list)** **a) SAP ABAP Development** **b) SAP Human Capital Management (HCM)** **c) SAP Payroll** **d) SAP Sales and Distribution (SD)** **e) SAP Workflow Development** **f) SAP Integration Services**	60

ADJUDICATION / FUNCTIONALITY CRITERIA	WEIGHT
The rating of this item is based on a four-point scale. • None = 0 % - No submission or not relevant to scope of work • Weak = 33.3% - 2 CVs of SAP Consultants as per above mentioned modules, with 3 years' experience • Moderate = 66.7% - 2 CVs of SAP Consultants as per above mentioned modules, with 5 years' experience • Good = 100% - More than 2 CVs of SAP Consultants as per above mentioned modules, with 6 and more years' experience	
Equipment Resource Capacity *Adjudicated based on Equipment Resource Capacity (*Plant, Equipment, vehicles, computers, software's etc.) The purpose is to establish an overall picture of the company's equipment resource capacity related to scope of work and ability to undertake the work. The rating of this item is based on a four-point scale: **Required Equipment Resource capacity** **a)** **b)** **c)** **d)** **e)** The rating of this item is based on a four-point scale. • None = 0 % - No submission or not relevant to scope of work • Weak = 33.3% - Minimal capacity in relation to the scope • Moderate = 66.7% - Capacity meets the scope requirements with some gaps • Good = 100% - Capacity meets the scope requirements	0
Work Breakdown / Schedule / Project Programme Aligned with Contractual requirements, credible and acceptable **Proposed Duration Date: (end user to provide)** **Project Duration: End user to provide estimated** The rating of this item is based on a four-point scale: • None = 0 % - No submission or not relevant to the scope of work • Weak = 33.3% - The work breakdown/ schedule / project program is submitted with no project duration. • Moderate = 66.7% - The work breakdown/ schedule / project program is submitted with duration not within estimated project timelines. • Good = 100% - The work breakdown/ schedule / project program is submitted and has a clear indication of the duration and within estimated project timelines. .	0

ADJUDICATION / FUNCTIONALITY CRITERIA	WEIGHT
TOTAL	100

Responses are required to meet a **minimum of 70 percent** to be further evaluated.

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.	SAP ABAP and Workflow	Ad hoc		725 hrs	
2.	SAP HCM, Payroll and SD	Ad hoc		725 hrs	
3.	SAP PPM Technical Consultant with ABAP and EPM Integration Expertise	Ad Hoc		100 hrs	
4.	SAP Integration and HANA Database	Ad Hoc		100 hrs	
SUB TOTAL EXCLUSIVE OF VAT					
VAT OR OTHER APPLICABLE TAXES (WHERE APPLICABLE)					
TOTAL INCLUSIVE OF ALL TAXES					

*Failure to price **all items** will result in disqualification.*

It is the bidder's responsibility to be registered for Value-Added Tax (VAT) with South African Revenue Services (SARS), where applicable. Rand Water shall not be held liable for any claims, losses, or additional costs arising from Bidder's failure to register for VAT or to comply with any VAT related obligations. All prices submitted are deemed to include all applicable taxes, duties and statutory obligations.

Bidders who submit their bid and of which the offer amount excludes Value Added Tax, shall not be allowed to charge VAT nor add any VAT after award of the Bid/Contract. To the extent that any tax is the responsibility of the Bidder, such a Bidder agrees that they will not, under any circumstances, pass through the obligation to pay any such tax to Rand Water.

3.3.2. *SPECIFIC GOALS*

Rand Water specific goals are 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 points
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

4.1.2. Functionality evaluation supporting documents.

4.2. Compulsory Returnable Documents

4.2.1. Completed and signed SBD 4 Form (Declaration of Interest)

4.2.2. Company Resolution Letter (Proof of authority)

5. BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……
……

2.4 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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ……., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……...

Designation Name of bidder

6. GENERAL TERMS AND CONDITIONS

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

1. DEFINITIONS

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

1.1. **"PURCHASE ORDER"** means a formal document issued by Rand Water to a Bidder detailing the products or services agreed upon for purchase at specified prices.

1.2. **"DELIVERY"** means delivery in accordance with the conditions of the Purchase Order at the stated delivery point.

1.3. **"FAILURE"** means any instance where the Bidder does not deliver the goods in accordance with the requirements, specifications, timelines, or standards set out in the Purchase Order, including but not limited to:

1.3.1. Non-delivery or incomplete delivery of the goods;

1.3.2. Delivery of goods that are defective, deficient, damaged, or not in compliance with agreed specifications;;

1.3.3. Failure to meet the fixed timeframes or delivery dates stipulated in the Purchase Order;

1.3.4. Failure to replace or rectify goods rejected by Rand Water within the prescribed period;

1.3.5. Any breach of essential obligations under the Purchase Order that endangers the quality of the goods; and

1.3.6. Failure to comply with applicable laws, regulations or contractual requirements.

1.4. **"SUPPLIES"** means any services, equipment, goods, items or materials to be delivered by the Bidder in terms of the Purchase Order

1.5. **BIDDER"** means the party appointed by Rand Water and with whom Rand Water places the Purchase Order.

2. SPECIFICATIONS

2.1. The Bidder shall ensure that the goods 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.

2.2. Rand Water shall be entitled to inspect and reject any goods that are defective, incomplete, damaged, or that deviate from the agreed specifications within seven (7) days after delivery. Any goods so rejected shall, at the Bidder's own cost, be promptly replaced or rectified to the satisfaction of Rand Water. Rand Water shall not be liable for any costs associated with the return, replacement or rectification of such goods.

3. 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.

4. DELIVERY TIME OR DATE

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

5. PURCHASE ORDER

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

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

6. DISPATCH OF SUPPLIES

6.1. Rand Water shall not be responsible for any risk in and to the goods before delivery of such goods has taken place. The Bidder shall bear all risk, liability and responsibility for the goods until such time as delivery has been duly made, completed and confirmed in accordance with the Purchase Order requirements.

7. LIABILITY FOR COSTS, DAMAGES OR EXPENSES

7.1. Rand Water may deduct all costs, damages or expenses, or any other amount for which the Bidder is liable in terms of the Purchase Order, from monies due to or becoming due to the Bidder in terms of any subsequent Purchase Orders or the contract between the Bidder and Rand Water. Rand Water is herewith irrevocably and *in rem suam* ("for one's own benefit") authorized.

8. PENALTY AND PERFORMANCE CLAUSE

8.1. Should the Bidder fail to perform and make delivery in terms of the Purchase Order, exception of Force Majeure specified in Clause 12, 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 Bidder from its obligation to complete delivery of the goods or from any of its obligations and liabilities under the Purchase Order.

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

9. FORCE MAJEURE

9.1. Any Force Majeure event experienced by the Bidder 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 Bidder becoming aware of such circumstance. Force Majeure event means:

1.1.1. natural disasters;

1.1.2. war, act of foreign enemies;

1.1.3. riot, civil commotion;

1.1.4. strike, lockout, other labour disturbance (including those involving the Bidder's employees); or

10. GUARANTEE

10.1. Save for consumables, the Bidder guarantees that all goods, including the workmanship and materials and any components thereof will be free of any defects in design, material, and manufacture for a period of at least 12 (twelve) months after the acceptance thereof by Rand Water. Reasonable wear and tear will be accepted.

10.2. Should any defect or deficiency in the goods become apparent within this period, Rand Water shall notify the Bidder in writing, and the Bidder shall, at its own cost, promptly replace, repair, or rectify the goods to the satisfaction of Rand Water.

10.3. Any goods replaced or repaired under this clause shall carry the same guarantee period of twelve (12) months from the date of Rand Water's acceptance of the corrected goods.

11. PAYMENT

11.1. Rand Water does not allow advance payments to the Bidder.

11.2. 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.

11.3. Payments shall be affected within 30 (thirty) days after submission of the Bidder's monthly statement.

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

1.1.5. any other circumstances beyond the control of the Bidder and which in the absence of this paragraph will operate to frustrate the timeous delivery of the item.

12. WARRANTY

12.1. The Bidder warrants that all goods 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.

12.2. If Rand Water finds the warranted goods require repair, replacement, or correction, Rand Water shall so inform the Bidder in writing and the Bidder shall promptly and without expense to Rand Water replace, repair, or satisfactorily correct the goods to the satisfaction of Rand Water.

12.3. Any goods, services or parts thereof that are repaired, replaced, or corrected under this clause, shall also be subject to the provisions of this Clause and the warranties for such goods or parts thereof shall extend for twelve (12) months from the date of Rand Water's final acceptance of such corrected goods.

12.4. The Bidder further warrants the goods will meet the agreed specifications and will be suitable for the purpose intended. These warranties shall survive inspection, acceptance and payment. Goods that do not conform to the above warranties may, at any time within 12 (twelve) months after delivery to Rand Water, be rejected and returned to the Bidder, and if Rand Water has incurred any expenses as a result thereof, Rand Water will be entitled to recover such expenses from the Bidder.

13. 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 Bidder. If the Purchase Order is so terminated, then, within thirty (30) days following the Bidder's receipt of the termination notice, the Bidder shall submit a claim for equitable adjustment. Rand Water shall be obligated to pay only for goods satisfactorily delivered and accepted prior to the termination date. No payment shall be due in respect of undelivered or defective goods.

14. 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 Bidder:

i. fails to deliver in terms of the Purchase Order or perform the services within the time specified;
ii. ii. fails to make sufficient progress with the work, thereby endangering completion of performance within the time pecified; or
iii. iii. 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 Bidder does not cure the failure within ten (10) days after receiving the notice of such failure.

15. CONFIDENTIALITY

The Bidder shall treat all information, documentation, and data received from Rand Water as confidential and shall not disclose or use such information for any purpose other than fulfilling its obligations under the Purchase Order, unless required by law or with Rand Water's prior written consent.

16. INSURANCE AND IDEMNITY

The Bidder shall, at its own cost, maintain adequate insurance coverage, including professional indemnity, for the duration of the Purchase Order. The Bidder indemnifies and holds Rand Water harmless against any claims, damages, losses, or expenses arising from the Bidder's delivery, non-delivery or defective delivery of goods, including any breach of the Purchase Order, negligence, or failure to comply with applicable laws and regulations.

17. COMPLIANCE WITH LAWS

The Bidder shall comply with all applicable laws, regulations and Rand Water's procurement policies and procedures in supplying and delivering the goods under the Purchase Order.

18. GOVERNING 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 Bidder hereby irrevocably submits but without prejudice to Rand Water's right to take proceedings against the Bidder in other jurisdictions.

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20. AMENDMENT OF PURCHASE ORDER

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

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

21. 23. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

21.1. 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.

21.2. 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 domicilium 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.

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23. PROTECTION OF PERSONAL INFORMATION

Rand Water will process all information by the Bidder in terms of the requirements contemplated in Section the Protection of Personal Information Act as well as its Data Protection and Privacy Policy.

24. AUTHORITY TO BIND PARTIES

No Purchase Order, contract, amendment, or variation shall be valid, binding, or enforceable unless duly signed by the delegated authorities of both Rand Water and the Bidder. Each party warrants that its delegated authority has been properly appointed and vested with the necessary power to bind that party. Any Purchase Order, contract, amendment, or variation not signed by such delegated authorities shall be deemed invalid and of no effect

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7. AUTHORIZATION

Bidder:

SIGNED at----------on ----------

For and on behalf of Supplier

Who warrants being duly authorized

Name:

Designation