

		REQUEST FOR QUOTATION SERVICES			Form No: RW SCM 00016 F Revision No: 11 Effective Date: 1 Aug 2026	
BID NUMBER:		10419119	CLOSING DATE:		20 October 2026	CLOSING TIME: 23h59
DESCRIPTION:		Pilot project for the implementation of a Procurement Accelerator solution to streamline and automate Rand Water's sourcing value chain (Request for Quotation and Request for Bid use cases)				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME		N/A	BRIEFING SESSION VENUE		N/A	
ISSUE DATE		13 October 2026				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:						
BUYER				SOURCING MANAGER		
CONTACT PERSON	Nkululeko Mkhabela			CONTACT PERSON	Ntikane Radebe	
TELEPHONE NUMBER	011 682 7223			TELEPHONE NUMBER	011 682 0208	
E-MAIL ADDRESS (Submissions must be made to this address)	nmkhabel@randwater.co.za			E-MAIL ADDRESS	nradebe@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

1.1.1 Background and purpose. Rand Water intends to appoint one (1) service provider to implement a pilot of an AI-enabled, agentic-ready Procurement Accelerator. The pilot will test whether such a solution can streamline and automate the sourcing value chain. The aims are faster procurement, stronger compliance and audit trails, better visibility of suppliers and bids, better financial control, and less manual processing and rework.

1.1.2 Pilot use cases. The primary use case is on the Supply Chain Management Process focusing on the Request for Quotation (RFQ) process, where Rand Water has identified its most significant procurement pain points. A secondary use case, a Request for Bid (RFB)/tender process, will run in parallel. Rand Water's target is to have RFQ pilot results by December 2026. The RFB use case may extend into 2027.

1.1.3 Environment and integration. The pilot must be hosted in a secure environment, separate from production, in Rand Water's Microsoft Azure environment and under zero-trust security principles. The solution must integrate with Rand Water's current SAP ERP environment and be compatible with Rand Water's future SAP S/4HANA direction.

1.1.4 Relationship to e-procurement. The Procurement Accelerator must complement, and must not duplicate, Rand Water's planned e-procurement / procure-to-pay solution. Bidders must state clearly how their solution avoids functional overlap.

1.1.5 Pilot duration. The pilot period is six (6) months from the date of appointment. This award covers the pilot only and does not commit Rand Water to a full-scale implementation. Any future rollout will follow a separate Rand Water technology adoption and Supply Chain Management process.

1.1.6 Annexures. The detailed requirements are set out in the following annexures, which form part of this RFQ:

Annexure 1 – Detailed Scope of Work (including success measures and special conditions of contract);

Annexure 2 – Bidder Returnable Schedules.

1.1.7 Special conditions. The Special Conditions of Contract in Section 11 of Annexure 1 apply in addition to the General Terms and Conditions of this RFQ. Where the two conflict, the Special Conditions take precedence.

2. AWARDING STRATEGY

The maximum number of suppliers to be awarded this RFQ is one (1)

3. EVALUATION CRITERIA

The RFQ will be evaluated based on the criterion below:

3.1. Test for Responsiveness/ Pre- qualification

3.1.1. The Data Use, Confidentiality and AI Model Training Undertaking must be signed. It confirms that Rand Water data will not be used to train or improve any AI model outside the pilot environment without Rand Water's prior written consent, and that all Rand Water data will be returned and deleted at pilot close-out.

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) Experience in implementing procurement or sourcing automation, e-sourcing or AI-enabled procurement solutions, preferably for public-sector entities or state-owned companies and integrated with SAP. Evidence: reference letters on the client's letterhead, or case studies with contactable references. References should provide the score on the work conducted: 0% = Not happy with the work conducted 50% = At least half of the requirements were met 75% = At least three quarters of the requirements were met and on time 100% = All the requirements were met and on time. The rating of this item is based on a four-point scale: <i>None = 0% - No submission</i> <i>Weak = 33.3% - 1 relevant company reference or case study</i> <i>Moderate = 66.7% - 2 relevant company references or case studies</i> <i>Good = 100% - 3 or more relevant company references or case studies</i>	20
Human Resource Capacity	15

ADJUDICATION / FUNCTIONALITY CRITERIA	WEIGHT
Adjudicated based on Human Resource Capacity Schedule required for the execution of the scope of work. Adjudicated on the company organogram and the CVs of the proposed key personnel. Required Human Resource capacity The key roles are: project manager; solution architect / SAP integration specialist; AI and data specialist; cybersecurity specialist; and procurement process / change management lead. These personnel should be part of the pilot project. The rating of this item is based on a four-point scale. None = 0% - No submission Weak = 33.3% - Organogram only, or CVs submitted for fewer than three (3) of the five (5) key roles Moderate = 66.7% - Organogram, CVs submitted for three (3) or four (4) key roles, each with at least three (3) years' relevant experience Good = 100% - Organogram, CVs submitted for all five (5) key roles, each with at least three (3) years' relevant experience •	
Technical Solution, Security and AI Governance The evaluation will be based on the bidder's technical proposal, the Requirements Compliance Matrix in section 4.2, and the Security and Artificial Intelligence (AI) Disclosure Questionnaire in Annexure 2. To be deemed technically compliant, the bidder must fully complete and satisfy all mandatory requirements set out in section 4.2 and Annexure 2. The assessment will consider the extent to which the proposed solution aligns with the RFQ and RFB use cases; supports integration with SAP ERP and compatibility with SAP S/4HANA; applies zero-trust security principles and appropriate data-protection controls; and provides transparent disclosure of the AI models used, including their configuration. <i>Adjudicated based on Equipment Resource Capacity .</i> The rating of this item is based on a four-point scale: Required Equipment Resource capacity See above. b) None = 0% – No technical submission was provided.	25

ADJUDICATION / FUNCTIONALITY CRITERIA	WEIGHT
Weak = 33.3% – The submission provides only a generic product description, addresses fewer than seven requirement sections in section 4.2, or addresses fewer than ten disclosure requirements in Annexure 2. Moderate = 66.7% – The submission addresses at least seven requirement sections in section 4.2 and at least ten AI disclosure requirements in Annexure 2, but contains material gaps relating to SAP integration, security controls, or AI model disclosure. Good = 100% – The submission addresses all requirements and provides a clear solution architecture, a comprehensive SAP integration approach, appropriate security controls, and full disclosure of the AI models used. All mandatory requirements in section 4.2 and Annexure 2 are fully met. •	
Methodology, Project Programme and Pilot Evaluation Approach Adjudicated on the implementation methodology and project programme. Must be aligned with the phases in Annexure 1, credible within the pilot period, and include the approach to baselining and measuring the success measures. Aligned with Contractual requirements, credible and acceptable Proposed Duration Date: 2 Months or more Project Duration: End user to provide estimated The rating of this item is based on a four-point scale: <i>None = 0% - No submission</i> <i>Weak = 33.3% - The methodology covers less than half of the scope and the programme is unclear</i> <i>Moderate = 66.7% - The methodology covers at least half of the scope, but the programme or the approach to measuring the success measures is incomplete</i> <i>Good = 100% - A comprehensive methodology covering all phases, a credible programme that delivers RFQ pilot results by December 2026, and a clear baseline-and-measurement approach</i> •	40
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.	Preliminary and general items (project management, project plan, risk and issues register, progress reporting to Rand Water governance structures)		SUM	1	
2.	Inception and discovery: current-state assessment, baseline profiling of RFQ and RFB cycle times and pain points, requirements confirmation and solution design report		SUM	1	
3.	Procurement Accelerator licence / subscription for the pilot period (all modules and users required for the pilot)		Month	6	
4.	Environment set-up, installation, configuration and commissioning in Rand Water's Azure non-production environment		SUM	1	
5.	Integration with Rand Water's SAP ERP (non-production) and other required systems, including data reconciliations		SUM	1	
6.	Use Case 1: configuration, testing and live pilot run of the RFQ process		SUM	1	
7.	Use Case 2: configuration, testing and pilot run of the RFB / tender process (in parallel)		SUM	1	
8.	Finance controls, dashboards and reporting (budget and Delegation of Authority validation, exception dashboards, KPI reporting)		SUM	1	
9.	Control narratives, process documentation and audit-trail configuration		SUM	1	
10.	Training, change management and knowledge transfer to Rand Water personnel		SUM	1	

	MILESTONES / LINE ITEMS	Estimated delivery period (where applicable)	UNIT PRICE (where applicable)	QUANTITY (where applicable)	COSTING
11.	Integration and architecture roadmap (current SAP ERP to SAP S/4HANA) and scale-up business case, including life-cycle costing		SUM	1	
12.	Pilot evaluation, final report and presentation, and project close-out (including data return and deletion certificate)		SUM	1	
13.					
14.					
15.					
16.					
17.					
18.					
19.					
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)

4.2.3. Letter of Good Standing (COIDA) (where applicable)

4.2.4. Requirements Compliance Matrix.

For each requirement, the bidder must state its response and refer to the section of its proposal that supports it.

Code	Meaning
M – Mandatory	Required for the pilot. A response of "NC" to any Mandatory requirement makes the bid non-responsive (RFQ pre-qualification 3.1.3).
D – Desirable	Preferred for the pilot. Considered in functionality scoring (criterion 3).
F – Future	Not required in the pilot. The bidder must say whether and how the solution supports it, for the scale-up roadmap.
C / PC / NC	Bidder response: Comply / Partially comply / Not comply

Ref	Requirement	M/D /F	Response (C/PC/NC)	Proposal reference / comment
A. RFQ process (Use Case 1)				

Ref	Requirement	M/D /F	Response (C/PC/NC)	Proposal reference / comment
A1	Configurable end-to-end RFQ workflow from approved request to award and purchase-order handover, aligned to Rand Water process maps	M		
A2	Time-stamped status tracking at every stage, with cycle-time measurement and reporting	M		
A3	Automated reminders, escalations and notifications for overdue steps	M		
A4	Generation of RFQ documents from Rand Water templates	M		
A5	AI-assisted drafting and quality-checking of specifications, evaluation criteria and pricing schedules, with human review	D		
A6	Management of clarifications and addenda, and electronic receipt of quotations	M		
A7	Evaluation support (responsiveness, functionality, price and specific goals) with scoring worksheets and audit trail	M		
A8	Approval and award routing in line with the Delegation of Authority	M		
B. RFB / tender process (Use Case 2)				
B1	Configurable RFB/tender workflow, including bid committee stages, tested on one RFB in parallel with Use Case 1	M		

Ref	Requirement	M/D /F	Response (C/PC/NC)	Proposal reference / comment
B2	Demonstration of the full RFB lifecycle within the pilot period	D		
C. Supplier management				
C1	Consolidated supplier view, including compliance status (CSD, tax) and participation and award history	M		
C2	Automatic flagging of suppliers listed on the Register for Tender Defaulters or List of Restricted Suppliers, and of suspended suppliers	M		
C3	Tracking of supplier activity and performance across transactions	D		
D. Finance controls				
D1	Budget availability and account-assignment validation before an RFQ proceeds	M		
D2	Approval validation against the Delegation of Authority	M		
D3	Real-time purchase-order and supplier-payment status visibility (read from SAP)	M		
D4	Exception dashboards for aged orders, approval delays and procurement deviations	M		
D5	SAP reconciliations supporting completeness, accuracy and reconcilability	M		

Ref	Requirement	M/D /F	Response (C/PC/NC)	Proposal reference / comment
D6	Invoice-control analytics: duplicate invoice detection, three-way-match exceptions and missing-document identification (read-only)	D		
D7	Receipting validation and governance before invoice processing	D		
D8	Invoice-payment approval workflow aligned to the Delegation of Authority (subject to the procure-to-pay boundary)	F		
E. Compliance, reporting and analytics				
E1	Complete electronic audit trail of all actions, approvals and AI outputs	M		
E2	Automated checks against SCM policy thresholds and procurement deviations	M		
E3	Detection and trend reporting of potential bid splitting	M		
E4	Real-time and periodic dashboards linked to the success measures, with drill-down and export	M		
E5	Reporting that supports responses to recurring AGSA findings	D		
E6	Earned value reporting of pilot progress	D		
F. AI and agentic capability				
F1	Full disclosure of AI models, versions, hosting and configuration (Schedule C)	M		

Ref	Requirement	M/D /F	Response (C/PC/NC)	Proposal reference / comment
F2	No training or improvement of models on Rand Water data outside the pilot environment without written consent	M		
F3	Contract and document metadata extraction, with measured accuracy	M		
F4	Human approval of any AI-agent action with a financial, contractual or compliance consequence	M		
F5	Logging of AI inputs, outputs and confidence levels for audit	M		
F6	Agentic workflows that carry out defined multi-step tasks across systems (e.g. drafting, compliance checking, status chasing)	D		
G. Architecture and integration				
G1	Deployment in Rand Water's Azure environment, separate from production	M		
G2	Integration with the current SAP ERP environment through standard interfaces, with no modification to the SAP core	M		
G3	Compatibility with SAP S/4HANA	M		
G4	Open, documented APIs and data export in open formats	M		
G5	Data stored and processed in South African Azure regions	D		

Ref	Requirement	M/D /F	Response (C/PC/NC)	Proposal reference / comment
G6	Ability to interoperate with the future e-procurement / procure-to-pay solution	F		
H. Security and data protection				
H1	Single sign-on through Microsoft Entra ID with multi-factor authentication	M		
H2	Role-based access control with least privilege	M		
H3	Encryption of data in transit and at rest	M		
H4	Security testing before live data is used, and incident reporting within 24 hours	M		
H5	POPIA compliance and a signed operator agreement	M		
H6	Return and deletion of data at close-out, with a certificate	M		
H7	Recognised information security certification of the bidder or platform (e.g. ISO/IEC 27001)	D		
I. Usability, support and knowledge transfer				
I1	Role-based, browser-accessible user interface requiring minimal training	M		
I2	User support during the pilot with defined response times	M		
I3	Role-based training and technical handover to DTIM	M		

Ref	Requirement	M/D /F	Response (C/PC/NC)	Proposal reference / comment
I4	Mobile access for approvers	D		

I confirm that the responses above are true and accurate, and that the solution offered meets all requirements marked Mandatory (M) unless otherwise stated above.

Name of bidder	
Name of authorised signatory	
Designation	
Signature	
Date	

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. fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or
- 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 INDEMNITY

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