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

BID NUMBER:	10420847	**CLOSING DATE:**	**24 November 2026**	**CLOSING TIME:**	23h59
DESCRIPTION:	**INDEPENDENT TECHNOLOGY ASSURANCE ASSESSMENT**				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	**BRIEFING SESSION VENUE**	**N/A**		
ISSUE DATE	**17 November 2026**				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

BUYER		**SOURCING MANAGER**	
CONTACT PERSON	Faith Segwe	**CONTACT PERSON**	**Ntikane Radebe**
TELEPHONE NUMBER	**011 682 0470**	**TELEPHONE NUMBER**	**011 682 0208**
E-MAIL ADDRESS (Submissions must be made to this address)	fsegwe@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 Request for Quotation (RFQ) document is duly completed and signed.

Below are declarations which must be duly completed and signed:

Item	Description	Signed (Yes or No)
5	Standard Bidding Document 4 (SBD4)	
4.2.2	Company's Resolution Letter	
7	Authorization	

1. SCOPE OF WORK

Specifications/Scope of Work

1. **Background**

Rand Water experienced a cyber incident that affected its technology environment. Internal teams and service providers have since restored and rebuilt the affected systems. The organisation needs independent evidence that the recovery is sound.

Rand Water requires an **independent Technology Assurance Specialist** to work alongside the internal recovery teams. The specialist will establish how the attacker gained access and what was affected, test the security of the rebuilt systems, verify the backups and restores used in the recovery, and validate business data in the core applications. The specialist must report plainly on what has been verified and what remains uncertain.

2. EXPECTED OUTCOMES

- **Independent findings on the incident:** An assessor with no role in the recovery establishes the entry point, the affected systems and accounts, and whether data left the network.
- **Confidence in the rebuilt environment:** Testing confirms whether the attacker still has access and whether controls on servers, cloud services, remote access and security monitoring work as intended.
- **Verified recovery capability:** Rand Water knows which backups and recovery points are reliable and where restore gaps remain.
- **Audit-ready evidence:** Business data, interfaces and fixes are tested and documented in a form that management and AGSA can rely on.

3. Scope of Work

1. **Rapid Environment Scan & Health Check:** Conduct a diagnostic review of the active Information Technology (IT) and Operational Technology (OT) environment (Infrastructure, Storage, License position, Systems, tools and Software).
2. **Incident investigation:** Reconstruct how the attacker gained access, which systems were affected, and whether there is evidence that data was copied out.
3. **Security of rebuilt systems:** Check for signs of continued access and verify that compromised accounts have been secured. Test controls across servers, cloud services, remote access and security monitoring.
4. **Backup and restore checks:** Confirm which backups were used, verify the recovery points and witness selected test restores to identify possible gaps.
5. **Business data validation:** Check for missing, changed or duplicate records, and test key processes and interfaces across SAP (Systems, Applications and Products in Data

Processing), Billing, Maximo, Geographic Information System (GIS) and Laboratory Information Management System (LIMS) etc.

6. **Reporting and retesting:** Report what was verified and what remains uncertain, retest priority fixes, and document the evidence and outstanding actions for management and the Auditor-General of South Africa (AGSA).

SOFTWARE TOOL CAPABILITIES REQUIRED FOR THE ASSESSMENT

The bidder must use software tools with the following capabilities to perform the assessment. The submission must name each tool, its version and the license holder.

1. **Attacker entry and log analysis:** Collect and analyse firewall, virtual private network (VPN), Active Directory, endpoint and server logs to trace initial access, lateral movement, privilege escalation and outbound data transfers.
2. **Server vulnerability scanning:** Run authenticated scans of Windows and Linux servers, hypervisors and cloud workloads to detect missing patches, insecure configurations and signs of attacker persistence.
3. **Missing or corrupted data:** Compare restored databases and file stores against reference sources to detect missing, altered, duplicated or corrupted records.
4. **Backup and restore testing:** Verify backup integrity and recovery points, and record restore times and outcomes for each witnessed test restore.

CONDITIONS OF THE ASSESSMENT

- **Independence:** The bidder must not have taken part in the incident response, recovery or rebuild work it will assess, and must declare all services it provided to Rand Water in the 24 months before the closing date.
- **Evidence handling:** The bidder must keep a chain-of-custody record for all forensic evidence, store evidence only on encrypted media approved by Rand Water, and remove no data from the Rand Water environment without written approval.
- **Data protection:** The bidder must comply with the Protection of Personal Information Act, 2013 (POPIA). Each team member must sign a Rand Water non-disclosure agreement before receiving access.
- **Testing approval:** Scans, tests and restores must run in windows approved through Rand Water change management. No destructive or disruptive testing may run on production systems without written approval.
- **Working papers:** Working papers and evidence must be available to Rand Water Internal Audit and AGSA on request.

3.1 Key Deliverables

1. **Inception report and assessment plan:** Confirmed systems in scope, test approach, evidence-handling procedure, Rand Water inputs required and schedule, delivered within two weeks of the purchase order.
2. **Environment scan and health check report:** Condition of the IT and OT environment (Infrastructure, Storage, License position, Systems, tools and Software), with active risks.
3. **Incident investigation report:** Attack timeline, entry point, affected systems and accounts, and findings on whether data was copied out, with supporting evidence.

4. **Rebuilt systems security report:** Findings on continued attacker access, status of compromised accounts, and control test results for servers, cloud services, remote access and security monitoring.
5. **Backup and restore verification report:** Backups used in the recovery, verified recovery points, results of witnessed test restores, and recovery gaps.
6. **Business data validation report:** Results of checks for missing, changed or duplicate records and of process and interface tests across SAP, Billing, Maximo, GIS, LIMS and other systems in scope, with exceptions listed.
7. **Final assurance report and retest results:** What was verified and what remains uncertain, retest results for priority fixes, an outstanding actions register, and an indexed evidence pack for management and AGSA.

2. AWARDING STRATEGY

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

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

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, and project end date. References must relate to cyber incident investigation, compromise assessment or post-incident technology assurance work. 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 letters	25

ADJUDICATION / FUNCTIONALITY CRITERIA	WEIGHT
• Good = 100% - 3 or more Company reference letters	
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. Bidders must submit an organogram and a CV with copies of certificates for each role. **Required Human Resource capacity** **a) Project Manager / Engagement Lead** Plans and coordinates the assessment with the Rand Water recovery teams, obtains change approvals, manages risks and issues, and reports progress to management and AGSA. **b) Digital Forensics and Incident Response (DFIR) Lead** Reconstructs the attack, analyses log and endpoint evidence, determines whether data was copied out, and maintains chain of custody. Global Information Assurance Certification (GIAC) Certified Forensic Analyst (GCFA), GIAC Certified Incident Handler (GCIH) or equivalent certification. **c) Cybersecurity Specialist / Security Architect** Tests rebuilt systems for continued attacker access, reviews the security of compromised accounts, runs vulnerability scans and tests controls across servers, cloud services, remote access and security monitoring. Certified Information Systems Security Professional (CISSP), Offensive Security Certified Professional (OSCP) or equivalent certification. **d) Backup and Recovery Specialist** Verifies backup integrity and recovery points, and plans and witnesses test restores. **e) Data and Application Assurance Specialist** Tests data completeness and accuracy, and validates business processes and interfaces across SAP, Billing, Maximo, GIS and LIMS. Certified Information Systems Auditor (CISA) or equivalent certification, with SAP data experience. The rating of this item is based on a four-point scale. • None = 0 % - No CVs submitted for the required resources, or the submitted CVs are not relevant to the required roles and scope of work. • Weak = 33.3% - A Compliant CV is submitted for one (1) or two (2) of the five required resources, demonstrating qualifications, skills, and relevant experience aligned to the assigned role. • Moderate = 66.7% - Compliant CVs are submitted for three (3) or four (4) of the five required resources, demonstrating qualifications, skills, and relevant experience aligned to the assigned roles. • Good = 100% - Compliant CVs are submitted for all five (5) required resources, demonstrating relevant qualifications, skills, and experience aligned to the assigned roles and scope of work.	25
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	25

ADJUDICATION / FUNCTIONALITY CRITERIA	WEIGHT
equipment resource capacity related to scope of work and ability to undertake the work. *Bidders must list each tool with its name, version and proof of licence.* The rating of this item is based on a four-point scale: **Required Equipment Resource capacity** **a) Attacker entry and log analysis:** Security information and event management (SIEM) or log analytics platform and endpoint forensic tooling able to ingest firewall, VPN, Active Directory, endpoint and server logs. **b) Server vulnerability scanning:** Authenticated vulnerability scanner covering Windows and Linux servers, hypervisors and cloud workloads. **c) Missing or corrupted data:** Data comparison and reconciliation tooling able to test SAP and other application databases against reference sources. **d) Backup and restore testing:** Tooling to verify backup integrity and recovery points and to record witnessed restore results. **e) Identity and account security review:** Tooling to assess Active Directory and cloud identities for compromised, privileged and dormant accounts. **f) Forensic evidence handling:** Forensic workstations, disk and memory imaging tools, and encrypted evidence storage. The rating of this item is based on a four-point scale. • None = 0 % - No submission, the proposed tool is not relevant to the scope of work, or none of the six (6) required capability areas is demonstrated. • Weak = 33.3% - The proposed tool demonstrably supports two (2) to three (3) of the six (6) required capability areas. • Moderate = 66.7% - The proposed tool demonstrably supports four (4) to five (5) of the six (6) required capability areas. • Good = 100% - The proposed tool demonstrably supports all six (6) required capability areas.	
Work Breakdown / Schedule / Project Programme Aligned with Contractual requirements, credible and acceptable **Proposed duration: Three (3) months from the date of the purchase order** The programme must show each scope item in section 3, the deliverables in section 3.2, the Rand Water inputs and access required, and the retest window. The rating of this item is based on a four-point scale: • None = 0 % - No work breakdown, schedule, or project programme is submitted, or the submission is not relevant to the scope of work. • Weak = 33.3% - The work breakdown/ schedule / project program is submitted with no project duration but is aligned to the scope of work. • Moderate = 66.7% - The work breakdown/ schedule / project program is submitted with a duration, but not within estimated project timelines and it is not fully aligned to the proposed scope of work .	25

ADJUDICATION / FUNCTIONALITY CRITERIA	WEIGHT
• Good = 100% - The work breakdown/ schedule / project program is submitted and has a clear indication of the duration and is within estimated project timelines and fully aligned to the scope of work. .	
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.	**Inception report and assessment plan**	Weeks 1–2		1	
2.	**Environment scan and health check**	Weeks 2–5		1	
3.	**Incident investigation**	Weeks 2–7		1	
4.	**Security of rebuilt systems**	Weeks 4–9		1	
5.	**Backup and restore checks**	Weeks 4–8		1	
6.	**Business data validation (SAP, Billing, Maximo, GIS, LIMS and other systems in scope)**	Weeks 5–11		1	
7.	**Reporting, retesting and final assurance report with evidence pack**	Weeks 10–13		1	
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 South African National Accreditation System (SANAS) accredited Broad-Based Black Economic Empowerment (B-BBEE) certificate or sworn affidavit for Qualifying Small Enterprises (QSE) or Exempted Micro Enterprises (EME) or the Department of Trade, Industry and Competition (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 Central Supplier Database (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.

19. 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.

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