| RAND WATER | REQUEST FOR QUOTATION SERVICES | Form No: RW SCM 00016 F<br>Revision No: 11<br>Effective Date: 1 Aug 2026 |
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|---|---|---|---|---|---|
| **BID NUMBER:** | **10419331** | **CLOSING DATE:** | **02 December 2026** | **CLOSING TIME:** | 23h59 |
| **DESCRIPTION:** | **Request for Quotation for Support and Maintenance of the ESRI ArcGIS system at Rand Water for a period of 12 months or 1440 hours** | | | | |
| **NON-COMPULSORY BRIEFING SESSION DATE AND TIME** | **N/A** | **BRIEFING SESSION VENUE** | **N/A** | | |
| **ISSUE DATE** | **25 November 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]<br>☐Yes ☐No | | **B-BBEE STATUS LEVEL SWORN AFFIDAVIT**<br>(EMEs and QSEs) | [TICK APPLICABLE BOX]<br>☐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**

### Introduction

Rand Water seeks support and maintenance services for the ESRI ArcGIS 10.9.1 System for a period of 12 months or 1440 hrs. (whichever comes first).

The support and maintenance services to include but should not be limited to the list below. These services will be time and material based, i.e., provided as and when services are required.

**The Service Provider to provide overall support regarding the following:**

- Support and maintenance of all the ESRI ArcGIS 10.9.1 System environments by resolving defects and/or incidents
- Changes to the system as per Rand Water requirements or Legislative requirements.
- On-site or virtual support services as and when required.
- Provide a risk mitigation measure against disruption of business due to down time. i.e., assurance that the system can be maintained and that it will remain operational and available for business continuity.
- Skills transfer on functionality changes (i.e., for super users and support /technical personnel).
- Updated skills transfer/handover documentation
- Skills transfer log to be provided and managed
- Application optimization (performance) report
- Application bug fixes
- Application hardening (security)
- Functionality changes
- New application features
- Deployment of software patches

- System restores (for potential system restore failures or any other reason)
- Data transfer, software installation, configuration
- Development of applications with third-party tools
- Developing and implementing dashboards
- Ensure that all environments including DR environment are synchronized and running smoothly
- Gathering and translating end-user requirements into implementable Spatial Data requirements
- Testing, UAT sign-off and implementation

**Documentation.**

- A full set of system documentation to be available in a format that allows the Rand Water team to maintain the ESRI ArcGIS System. This should include operational procedures, system instructions, and user material.

**Environment Technical details.**

- Data store which provides built-in storage for ArcGIS enterprise.
- ArcGIS portal which is the front-end user for the ArcGIS enterprise system.
- ArcGIS Server which provides imagery services and power geo-processing.
- ArcGIS server which contains the ArcGIS Web Adaptors that are hosted on the web server and servers as a reverse proxy to the Application.
- Microsoft SQL 2016 database which is on a cluster.

**Pricing.**

The table below in 3.3.1 Pricing Schedule should indicate hourly rates as follows:

- -The rates should be inclusive of any costs for travel and accommodation/reimbursements (if incurred) and no other separate rates will be considered.
- Remote indicates either over weekends, during working hours or after hours.
- Weekends and after hours will be regarded as emergency assistance.

- Time & material-based contract on hourly rates for resources as per specialist skills required.
- There will be no retainer and no minimum guaranteed hours.
- Monthly hours will be capped at 120 hours for all resources and controlled by the workload.
- Services will be required On-site at Rand Water Head-Office in Glenvista (08h00 – 16h30).
- All hours billed will be during the above times with relevant timesheets and proof of work done. Remote services will only be agreed upon depending on the situation. After-hours or weekend work must be approved at the discretion of the relevant Project Manager.

**Service Level Agreement (SLA)**

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

## 2. AWARDING STRATEGY

The maximum number of suppliers to be awarded this RFQ is 1.

## 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 in 3.3.1 must be fully completed

3.1.2. Valid official letter from ESRI confirming that the service provider is an official ESRI partner.

### 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)**<br><br>The bidder must submit three (3) signed reference letters from three (3) different clients, on the respective referees' company letterheads, confirming the bidder's previous experience relevant to the scope of work. Each reference letter must include the project description, description of the work/services performed, project start date, project end date, contract value, and contactable referee details.<br><br>The rating of this item is based on a four-point scale:<br>• None = 0 % - No submission or not relevant to scope of work<br>• Weak = 33.3% - 1 Signed company reference letter provided<br>• Moderate = 66.7% - 2 Signed company reference letters provided<br>• Good = 100% - 3 or more Signed company reference letters provided | 30 |
| **Human Resource Capacity**<br><br>Adjudicated based on Human Resource Capacity Schedule required for the execution of the scope of work. The bidder must submit CVs of the proposed resources demonstrating the required capacity, qualifications and experience relevant to the scope of work.<br><br>**Required Human Resource capacity )**<br><br>**a**) GIS (Developer/Analyst/Specialist) (3-5 years' experience)<br><br>The rating of this item is based on a four-point scale.<br><br>• None = 0 % - No submission or not relevant to scope of work<br>• Weak = 33.3% -2 CVs with 3-5 years' experience of either GIS Specialist and GIS Analyst or GIS Developer<br>• Moderate = 66.7% 3 CVs with 3-5 years' experience of either GIS Specialist and GIS Analyst or GIS Developer<br>• Good = 100% - More than 3 CVs with 3-5 years' experience of being a GIS Specialist and GIS Analyst and GIS Developer | 70 |
| **Equipment Resource Capacity**<br><br>*Adjudicated based on Equipment Resource Capacity* ***NOT APPLICABLE*** *(*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.<br><br>The rating of this item is based on a four-point scale: | 0 |

| ADJUDICATION / FUNCTIONALITY CRITERIA | WEIGHT |
|---|---|
| **Required Equipment Resource capacityNot Applicable**<br><br>**a)**<br>**b)**<br>**c)**<br>**d)**<br>**e)**<br><br>The rating of this item is based on a four-point scale.<br>• None = 0 % - No submission or not relevant to scope of work<br>• Weak = 33.3% - Minimal capacity in relation to the scope<br>• Moderate = 66.7% - Capacity meets the scope requirements with some gaps<br>• Good = 100% - Capacity meets the scope requirements | |
| **Work Breakdown / Schedule / Project Programme**<br><br>Aligned with Contractual requirements, credible and acceptable<br>**Proposed Duration Date: (*NOT APPLICABLE*)**<br><br>**Project Duration: End user to provide estimated**<br><br>The rating of this item is based on a four-point scale:<br>• None = 0 % - No submission or not relevant to the scope of work<br>• Weak = 33.3% - The work breakdown/ schedule / project program is submitted with no project duration.<br>• Moderate = 66.7% - The work breakdown/ schedule / project program is submitted with duration not within estimated project timelines.<br>• Good = 100% - The work breakdown/ schedule / project program is submitted and has a clear indication of the duration and within estimated project timelines.<br>. | 0 |
| **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.** | GIS (Developer/Analyst/Specialist) | 1 month | | 1440 hours | |
| **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 |

| B-BBEE Status Level of Contributor | Number of points |
|---|---|
| 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** |
|---|---|---|
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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)** |
|---|---|
| | |
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**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.

**22. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES**

22.1. 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.

22.2. 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.

**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

**25. AUTHORITY TO BIND PARTIES**

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## 7. AUTHORIZATION

**Bidder:**

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

For and on behalf of Supplier

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Who warrants being duly authorized

Name:

Designation