



## REQUEST FOR QUOTATION

Form No: RW SCM 00016 F

Revision No: 09

Effective Date: 31 Jan 2023

<b>BID NUMBER:</b>	10408040	<b>CLOSING DATE:</b>	01 March 2024	<b>CLOSING TIME:</b>	23:59
<b>DESCRIPTION:</b>	SUPPORT & MAINTENANCE FOR BI TOOLS such as TABLEAU, SAP BO and POWER BI AT RAND WATER AS AND WHEN REQUIRED, FOR THE PERIOD OF 24 MONTHS.				
<b>NON-COMPULSORY BRIEFING SESSION DATE AND TIME</b>	N/A	<b>BRIEFING SESSION VENUE</b>	N/A		
<b>ISSUE DATE</b>	23 February 2024				

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

BUYER		SOURCING MANAGER	
<b>CONTACT PERSON</b>	Faith Segwe	<b>CONTACT PERSON</b>	Jabulile Molema
<b>TELEPHONE NUMBER</b>	011 682 7223	<b>TELEPHONE NUMBER</b>	011 682 0393
<b>E-MAIL ADDRESS</b> (Submissions must be made to this address)	<a href="mailto:fsegwe@randwater.co.za">fsegwe@randwater.co.za</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:jmolema@randwater.co.za">jmolema@randwater.co.za</a>

### SUPPLIER INFORMATION

<b>NAME OF BIDDER</b>				
<b>POSTAL ADDRESS</b>				
<b>STREET ADDRESS</b>				
<b>TELEPHONE NUMBER</b>	CODE		NUMBER	
<b>CELLPHONE NUMBER</b>				
<b>FACSIMILE NUMBER</b>	CODE		NUMBER	
<b>E-MAIL ADDRESS 1</b>				
<b>E-MAIL ADDRESS 2</b>				
<b>VAT REGISTRATION NUMBER</b>			<b>CIDB GRADING</b>	
<b>SUPPLIER COMPLIANCE STATUS</b>	TAX COMPLIANCE SYSTEM PIN:		<b>CENTRAL SUPPLIER DATABASE No:</b>	MAAA
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</b>	[TICK APPLICABLE BOX]		<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT (EMEs and QSEs)</b>	[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> 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.**
- No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members / persons in the service of the state."
- Rand Water will provide any clarifications / addenda / extension of closing date by no later than one (1) calendar*

*day before the closing date.*

## 1. SCOPE OF WORK

### 1.1. DESCRIPTION

Rand Water seeks the services of a Support and Maintenance Partner(s) to do technical and functional support and maintenance for BI TOOLS such as TABLEAU Dashboarding Tool, SAP BO and POWER BI, for a period of (24 months) with an option of cancelling with a 1 months' notice without any cost to Rand Water.

The support and maintenance services will ensure that the BI TOOLS like TABLEAU Dashboarding Tool, SAP BO and POWER BI maintenance and enhancements needs at Rand Water are properly catered for.

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

Rand Water will retain the right to award more than one Supplier with this Support & Maintenance Contract. Support & Maintenance services will be required during working hours (08h00 – 16h30) Mondays - Fridays. After hour/weekend work is dependent on prior approval by the Rand Water Contract/ Project Manager before commencing.

Access to Rand Water BI TOOLS. i.e. TABLEAU Dashboarding Tool, SAP BO and POWER BI environments will be granted via VPN access, on request. Rand Water has 3 environments (Development, QA and Production) and Disaster Recovery (DR). The consultants will be working on the Development, QA and Production environments of the respective TABLEAU Dashboarding Tool, SAP BO and POWER BI tools.

Approval from the Change Control Committee is required for major enhancements/new implementations before transporting to the Production Environment.

All calls will be managed and controlled via Rand Water Helpdesk and the Support Manager or Project Manager in charge of the function.

Transports into production requires approval from the end user, BP

Service Level Agreement (SLA).

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

Professional Services to include and must be specific to the list below. These services will be time and material based, i.e. provided as and when required for 24 months.

TABLEAU is a reporting and dashboarding tool.

SAP BO - SAP BusinessObjects Business Intelligence is a centralised suite for data reporting.

POWER BI is a Microsoft tool for reporting and dashboarding.

The RFQ is raised for the following scope/activities but not limited to:

- 1) SAP BO CONFIGURATION AND SUPPORT FOR 24 MONTHS.
  - Quick Scan and Validation Point exercise to be performed
  - Deployment Assessment (including scoping and Sizing)
  - Deployment Preparation
  - Install and configure the SAP BO 4.3 into the Rand Water environment (3 tier landscape).
  - Set up the Central Management Console environment to maintain the servers.
  - Post Installation Testing and Support of the Dev, QA, and Production environment.
  - Solution Configuration
  - Give access rights to users as per the agreed personnel rights onto the system.
  - Report building of identified business cases.
  - User Role Matrix (Authorisation)

## 2) MAINTAIN AND SUPPORT TABLEAU DASHBOARDING TOOL, SAP BO and POWER BI

- Install, configure and Upgrade Tableau Server when required
- Troubleshoot data errors on database structures
- Upgrade Tableau Desktop/Server, SAP BO and POWER BI as requested
- Provide system support for Tableau desktop and server when system and data errors UAT SIGN OFF AND IMPLEMENTATION
- Provide system support for SAP BO and POWER BI when system and data errors arise.

## 3) DEVELOPMENT AND TESTING (TABLEAU, SAP BO and POWER BI)

- Develop dash boards as per business requirements
- Enhancements to Tableau reports on Desktop and server, SAP BO reports & dashboards and POWER BI reports and dashboards
- Integrate into flat files and database sources when required
- Develop data structures tables, procedures and views for Tableau where required in Oracle/Microsoft relational databases.
- (FDS, TDS, KT, Training) Documentation
- Integration
- Development of applications with third-party tools
- Understanding Change Control Procedures
- Ensure that all platforms including DR environment are synchronized and running smoothly

## 4) TRAINING/ KNOWLEDGE TRANSFER

- Knowledge Transfer for maintenance configuration of SAP BO 4.3
- Training for SAP BO administration (Central Management Console)
- Skills Transfer and hands-on training (i.e., Training of super users and support personnel)
- Updated training/handover documentation
- Skills transfer log to be provided and managed

## 5) APPLICATION OPTIMISATION (Performance)

- Application bug fixes
- Application Hardening (Security)
- Functionality changes
- New application features
- Deployment of software patches
- Upgrade Preparation
- Determine upgrade increments
- Upgrade users & authorizations
- Execute Incremental Upgrade
- Post Upgrade Testing and Support
- Transport to Quality and/or Production
- Go Live
- Post Go Live Support

## 6) DATABASE MAINTENANCE

Service will be related to SQL 2008 (or higher) Configuration and Maintenance related to applicable Databases.

- Configuration of Database Maintenance Plan(s) to meet Rand Water 's specific needs
- Monitoring of Database Maintenance Plan(s)
- Maintenance of SQL Alerts / Notifications via integrated Mail Service
- Monitoring of Database Backups
- Running and Monitoring of Database Integrity / health checks
- Database pruning /resizing as required
- Running of customized scripts from time to time as requested.
- Upgrades, Maintenance, Responder Configuration and ad-hoc technical support

## 7) SYSTEM RESTORE (For potential system restore failures or any other reason)

- Data Transfer
- Installation
- Configuration

## 8) SAP BO REPORT DEVELOPMENT

- Gathering and translating end-user requirements into implementable solutions.
- Conduct Reporting Scope Definition Workshop
- Integration with Source Systems
- Universes
- Reporting Development using full SAP BusinessObjects platform capabilities (i.e., Web Intelligence, Analysis for

Office)

- Developing and implementing enterprise scale reports and dashboards.
- Develop data structures tables, procedures and views for SAP BO where required in SAP ECC/ BW environment.
- Knowledge Transfer Sessions

#### 9) UAT SIGN-OFF and IMPLEMENTATION

- Testing, User acceptance testing, and sign-off facilitation
- Quality Assurance (QA)
- 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 SAP BO 4.3 solution, going forward effectively.
- Full business requirements for any newly developed report solutions.
- Includes operational procedures, system instructions, and Training material.

#### 10) INTEGRATION such as

- SAP Integration via Microsoft BizTalk
- Integration to external sources where necessary

#### 11) CONSULTING SERVICES

- Business / Systems Analysis
- Documentation
- Telephone Consulting / Meetings

#### 12) TIME AND MATERIAL CALL OUT FEES

- Services provided will be on a Time & Material basis providing 3rd line support & skills transfer to the internal support team as well as Super Users & Business Process Owners.

Support & Maintenance services will be required during working hours (08h00 – 16h30) Mondays - Fridays.

- After hour/weekend work is dependent on prior approval by the relevant Manager before commencing.
- Access to Rand Water IT environment will be granted via VPN access.
- There will be no retainer and no minimum guaranteed hours - Monthly working hours will be capped at 160 hours per month per resource and billing will be managed via weekly timesheets submitted and approved by the relevant Manager reflecting the calls successfully completed and implemented in Production.

**It is imperative to complete the hourly rates with appropriate resources using the table below as a guideline.**

N.B. The tenderer must provide hourly rates for resources required for support and use the table below as a guideline (add relevant resources required for support).

#### 13) RAND WATER IT ARCHITECTURE / INFRASTRUCTURE

Database	Microsoft SQL Server, Oracle, SAP ECC, BW/Hana
Networks	Cisco (Core, Access & Distribution)
Data environment	HP & Dell Storage Area Networks
Integration	Use of Microsoft BizTalk, adaptors and/or web-services
Server Operating System	Windows 2007 and above
Virtualization	Microsoft Hyper-V
Application based on	Windows 7 and above
Backup	Disk to Disk backup, Offsite tape backup
Hardware/ Devices	OEM infrastructure platforms and virtualization
BCM Backup/ storage	Veritas NetBackup System, D 2 D storage, Adic Scalar I6000, DELL EMC Storage Area Network
Operating System	Windows OS 2010/2016

Note: The supplier not to complete the Rand Water Aspiration Price Column in the table provided below.

- 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 160 hours per resource and controlled by the workload.
- Services will be required remotely and On-site at Rand Water Head-Office in Glenvista (08h00 – 16h30) (when the need arises).
- 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 BI Project Manager.
- It is expected that On-site placements, where applicable, take leave from 16 December until the 1st working day of January every year of the contract, unless Rand Water requests in advance differently.

The table below (3.3.1 - PRICING SCHEDULE) should indicate hourly rates (as per daily rates).

Remote indicates either over weekends, during working hours or after hours.

Weekends and after hours would be regarded as emergency assistance.

Please populate the below table (3.3.1 - PRICING SCHEDULE) with relevant resources to support the entire SAP BO 4.3 Reporting Solution TABLEAU Dashboarding Tool and POWER BI, E.g., BI/BW Developer, Powe BI developer, Business Analyst (Enhancements), and any other relevant resources required.

Please note that the rates should be inclusive of any costs for travel and accommodation/reimbursements (if incurred) and no other separate rates will be considered.

The Service Provider shall attend to calls and non-conformances during Critical Availability Time based on the table below.

## 2. AWARDING STRATEGY

The maximum number of suppliers to be awarded this RFQ is 01.

## 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 should be fully completed.

3.1.2. Official letter from OEMs confirming that the service provider is a SAP, TABLEAU and, MICROSOFT partner.

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

### 3.2. FUNCTIONALITY CRITERIA

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

ADJUDICATION CRITERIA		WEIGHT
1.	<p><b>Previous Related Experience</b> (Similar to current RFQ Scope/Work)</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> <li>• None = 0 % - No submission</li> <li>• Weak = 33.3% - 1 Company reference</li> <li>• Moderate = 66.7% - 2 Company references</li> <li>• Good = 100% - 3 or more Company references</li> </ul>	30
2.	<p><b>Human Resource Capacity</b> Adjudicated based on Human Resource Capacity Schedule required for the execution of the scope of work. The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work.</p> <p>The rating of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> <li>• None = 0 % - No submission</li> <li>• Weak = 33.3% - 2 CVs of SAP consultants, 2 CVs of SAP BO Consultants and 2 CVs of POWER BI Consultants with 3 years' experience</li> <li>• Moderate = 66.7% - 3 CVs of SAP consultants, 3 CVs of SAP BO Consultants and 3 CVs of POWER BI Consultants with 3 years experience</li> </ul>	70

ADJUDICATION CRITERIA		WEIGHT
	• Good = 100% - <b>More than 3 CVs of SAP consultants, SAP BO Consultants and POWER BI Consultants with 3 years experience</b>	
3.		
4.		
<b>TOTAL</b>		<b>100</b>

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.	Project Manager	As and when required	Hourly Rate	1	
2	SAP BO front end resource	As and when required	Hourly Rate	1	
3.	SAP BO back-end BW Resource	As and when required	Hourly Rate	1	
4.	SAP BO Administrator / Configurator	As and when required	Hourly Rate	1	
5.	Tableau Desktop/Server Developer	As and when required	Hourly Rate		
6.	SQL Developer	As and when required	Hourly Rate		
7.	SAP BW4HANA Developer/ Configurator	As and when required	Hourly Rate		
8.	Business Analyst				
	The Supplier can add additional Skills-set where necessary				
<b>TOTAL</b>					
<b>VAT</b>					
<b>TOTAL [VAT INCLUDED]</b>					

Estimated duration of the contract: 24 Months will be used and controlled by the workload and timesheets.

NOTE: The SKILLS provided above may not be fully comprehensive for this request.

The Supplier may add any other skill, that is deemed necessary for the provisioning of the required services, in the MILESTONE/LINE ITEMS column.

### **3.3.1. SPECIFIC GOALS**

*Rand Water specific goals is 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>B-BBEE Status Level of Contributor</b>	<b>Number of points</b>
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**

The following documents **must** be returned together with this RFQ:

### **Required for Evaluation**

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

### **Required for before award**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

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

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## 5. GENERAL TERMS AND CONDITIONS

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

### 5.1. DEFINITIONS

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

<b>"PURCHASE ORDER"</b>	means the order between Rand Water and the Supplier;
<b>"DELIVERY"</b>	means delivery in accordance with the conditions of the Purchase Order at the stated delivery point;
<b>"SUPPLIES"</b>	means any services, equipment, goods, items or materials to be delivered by the Supplier in terms of the Purchase Order;
<b>"SUPPLIER"</b>	means the party appointed by Rand Water and with whom Rand Water places the Purchase Order.

### 5.2. FIXED PRICE

The price stated in the Purchase Order shall be regarded as fixed and is invariable and not subject to adjustments unless otherwise agreed between the parties in writing.

### 5.3. DELIVERY TIME OR DATE

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

### 5.4. PURCHASE ORDER

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

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

### 5.5. CANCELLATION OF ORDER

5.5.1. Should the Supplier fail to deliver the goods at the time agreed to, or should it not comply with any other essential condition of the Purchase Order, Rand Water shall be entitled in writing to cancel the Purchase Order, without any adverse cost implications for Rand Water.

5.5.2. The aforesaid cancellation shall not prevent Rand Water from exercising any of its rights available in terms of the Purchase Order.

### 5.6. DISPATCH OF SUPPLIES

Rand Water shall not be responsible for any risk in and to the goods before delivery of such goods has taken place.

### 5.7. SPECIFICATIONS

5.7.1. The Supplier shall ensure that the service to be rendered shall in all respects be in accordance with the requirements and stipulations set out in the Purchase Order. All materials and consumable items if applicable shall be new and unused, unless otherwise agreed to in writing.

5.7.2. Rand Water shall be entitled to return any goods with defects or deviations from the agreed specification within 7 days after date of delivery and will not be liable for any cost.

### 5.8. GUARANTEE

### 5.12. FORCE MAJEURE

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

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

### 5.13. WARRANTY

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

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

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

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

### 5.14. TERMINATION FOR CONVENIENCE

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

### 5.15. TERMINATION FOR DEFAULT

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

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

### 5.16. AMENDMENT OF ORDER

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

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

### 5.17. CESSION OF CONTRACTS

The Supplier may not, cede, delegate, relinquish or transfer to anyone his rights and/or obligations without the prior written consent of Rand Water.

### 5.18. DISPUTE RESOLUTION

All disputes between the parties shall, when all efforts to resolve such dispute by negotiation have failed shall be resolved by way of arbitration under the auspices of the Arbitration Foundation of Southern Africa ("AFSA") as per AFSA's rules, in Sandton,

Save for consumables, the Supplier guarantees the workmanship and materials and any components thereof will be free of any defects for a period of at least 12 (twelve) months after the acceptance thereof by Rand Water, reasonable wear and tear will be accepted.

#### 5.9. PAYMENT

**Rand Water does not allow advance payments to the Supplier.**

- 5.9.1. Payment of an invoice shall not prevent Rand Water from subsequently disputing all or any of the fees in good faith whether during or after the term of the Purchase Order.
- 5.9.2. Payments shall be effected within 30 days after submission of monthly statement.
- 5.9.3. Rand Water shall endeavour to make payment within 30 days from date of monthly statement, date of the aforesaid monthly statement should reflect the last day of the month wherein the services being invoiced were rendered.

#### 5.10. LIABILITY FOR COSTS, DAMAGES OR EXPENSES

Rand Water may deduct all costs, damages or expenses, or any other amount for which the Supplier is liable in terms of the Purchase Order, from moneys due to or becoming due to the Supplier in terms of any subsequent Purchase Orders or the contract between the Supplier and Rand Water. Rand Water is herewith irrevocably and *in rem suam* authorized.

#### 5.11. PENALTY AND PERFORMANCE CLAUSE

- 5.11.1. Should the Supplier fail to perform and make delivery in terms of the Purchase Order, exception of Force Majeure specified in Clause 8.13, Rand Water shall be entitled to impose a penalty, which shall be deducted from the payment statement. The imposition of such penalty shall no relieve the Supplier from its obligation to complete the services or from any of its obligations and liabilities under the Purchase Order.
- 5.11.2. Every day, following the day on which a Failure arose ("day 1"), that a Failure persists without being rectified, shall be deemed a new incidence of a Failure for which the Supplier shall incur a penalty deduction.

Johannesburg. Either party shall however be entitled to proceed to the South Gauteng High Court (to which jurisdiction the parties hereby consent) for any urgent, interim or interdictory relief, as that party may deem necessary in the circumstances in order to protect its rights or interests under a Purchase Order or these terms and conditions.

#### 5.19. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

- 5.19.1. The Parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of, and in connection with this Agreement, the physical addresses as they appear on the Purchase Order.
- 5.19.2. 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.

#### 5.20. LAW

The Purchase Order shall be governed and interpreted in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the South African courts to which the Supplier hereby irrevocably submits but without prejudice to Rand Water's right to take proceedings against the Supplier in other jurisdictions.

SIGNED at \_\_\_\_\_ on \_\_\_\_\_

For and on behalf of Supplier

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Who warrants being duly authorised

Name:

Designation: