

	REQUEST FOR QUOTATION		Form No: RW SCM 00016 F	
			Revision No: 10	
			Effective Date: 1 Aug 2024	

BID NUMBER:	10413816	CLOSING DATE:	16 April 2025	CLOSING TIME:	23:30pm
DESCRIPTION:	Request for Quotation for the provision of a service provider to conduct a comprehensive assessment and financial analysis for the implementation of IT/OT as a Service (IT/OTaaS) for six months				
NON-COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	08 April 2025				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Khutso Ramafalo	CONTACT PERSON	Jabulile Molema
TELEPHONE NUMBER	SCM is currently not available on landline number Since to COVID -19. Please submit correspondence via email	TELEPHONE NUMBER	SCM is currently not available on landline number Since to COVID -19. Please submit correspondence via email
E-MAIL ADDRESS (Submissions must be made to this address)	kramafal@randwater.co.za	E-MAIL ADDRESS	jmolema@randwater.co.za

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS 1			
E-MAIL ADDRESS 2			
VAT REGISTRATION NUMBER			CIDB GRADING
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:
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.

- 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 is exploring the implementation of IT/OT as a Service (IT/OTaaS) to modernize its IT and OT infrastructure, improve operational efficiency, and reduce costs. To ensure a successful transition, we are seeking a qualified service provider to conduct a comprehensive assessment of our current IT/OT environment and provide a detailed financial analysis of the proposed IT/OTaaS model.

The assessment will help identify gaps, risks, and opportunities, while the financial analysis will provide a clear understanding of the costs, benefits, and ROI associated with adopting IT/OTaaS.

1.1.1 Background

Rand Water is a bulk water utility that operates in the Gauteng region 24 x 7 x 365 to produce bulk water to its customers. The organization has business critical systems identified that the organization relies on to carry out the normal business operations that keep the business running successfully. Rand Water is requiring a secure and efficient IT and OT environment. We aim to explore the transition to IT/OTaaS to enhance operational efficiency, cybersecurity, and cost-effectiveness. The selected vendor will provide a structured analysis to guide decision-making for potential implementation.

1.1.2 Requirements:

The successful bidder must provide the following:

Current State Assessment:

Conduct a detailed assessment of Rand Water's existing IT/OT infrastructure, including hardware, software, networks, and industrial control systems (ICS).

Evaluate the current cybersecurity posture, including vulnerabilities, threats, and compliance with industry standards (e.g., NIST, IEC 62443).

Identify gaps in performance, scalability, and reliability of the current IT/OT environment.

Assess Rand Water's readiness for transitioning to an IT/OTaaS model, including cultural, operational, Current capacity and resources (i.e. Human Capital and Finances) and technical considerations.

Human Resources (HR) Analysis

Evaluate the current workforce's skills, competencies, and capacity to support the IT/OTaaS model.

Identify skills gaps and training needs for employees to adapt to the new IT/OTaaS environment.

Assess the potential impact of the transition on roles, responsibilities, and organizational structure.

Provide recommendations for workforce planning, including upskilling, reskilling, and change management strategies.

Future State Recommendations:

Develop a high-level design for the future IT/OTaaS environment, including architecture, tools, and services.

Define key performance indicators (KPIs) and success metrics for the IT/OTaaS implementation.

Provide recommendations for optimizing IT/OT operations and improving cybersecurity.

Financial Analysis

Conduct a detailed financial analysis, including:

Cost Comparison: Compare the total cost of ownership (TCO) of the current IT/OT environment with the proposed IT/OTaaS model.

ROI Analysis: Estimate the return on investment (ROI) and payback period for implementing IT/OTaaS.

Budgeting: Provide a detailed cost breakdown for the transition, including setup costs, recurring fees, and potential savings.

Risk Assessment: Identify financial risks associated with the transition and recommend mitigation strategies.

Implementation Roadmap

Develop a phased implementation roadmap for transitioning to IT/OTaaS, including timelines, milestones, and resource requirements.

Provide recommendations for vendor selection, contract negotiation, and service level agreements (SLAs).

3. Proposal Requirements

Letter of Good Standing (COIDA) must be submitted before the works commence on site.

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

N/A

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.	Previous Related Experience Previous Related Experience relevant to the current scope/work (Similar to current RFQ Scope/Work) - locally or internationally Proven experience in IT/OTaaS assessments and financial modelling Expertise in IT/OTaaS implementation planning None = 0% - non-submission Weak = 33.3% - only one (1) company reference on the IT/OTaaS environment assessment or implementation conducted locally or internationally. A signed letter/affidavit from a client to whom the project or service was delivered as per the scope. Moderate = 66.7% - two (2) company references on the IT/OTaaS environment assessment or implementation conducted locally or internationally. A signed	30

ADJUDICATION CRITERIA		WEIGHT
	letter/affidavit from a client to whom the project or service was delivered as per the scope. Good = 100% - three (3) or more company references on the IT/OTaaS environment assessment or implementation conducted locally or internationally. A signed letter/affidavit from a client to whom the project or service was delivered as per the scope. Note: the below is applicable to all the above rating scales: Detailed company reference with the project name, description of the project, and scope of work.	
	Human Resource Capacity Adjudicated based on Human Resource Capacity Schedule (including company's team member list including CV's and Qualifications). The purpose is to establish an overall picture of the company's human resource capacity and ability to undertake the work. The Service Providers resources must have a minimum Three years' experience on the IT/OT environment or convergence. Please attach proof of qualifications and CVs for the said resources. 1. Project Manager Oversee the entire engagement, ensure timely delivery, and act as the primary point of contact for Rand Water. Skills and Qualifications: 5 years experience in managing IT/OT transformation projects. Strong understanding of IT/OT infrastructure, cybersecurity, and cloud-based service models. Excellent communication, stakeholder management, and project planning skills. Certifications: Project Management Professional (PMP)/PRINCE2 Practitioner/Agile Certified Practitioner (PMI-ACP)	
2.	2. IT/OT Infrastructure Specialist Conduct the technical assessment of Rand Water's current IT/OT environment, including hardware, software, networks, and industrial control systems (ICS). Skills and Qualifications: Deep knowledge of IT/OT systems, including SCADA, PLCs, and IoT devices. 3 years experience in assessing and optimizing IT/OT infrastructure for performance, scalability, and reliability. Familiarity with industry standards such as NIST, IEC 62443, and ISO 27001. Certifications: Certified Information Systems Security Professional (CISSP)/Certified SCADA Security Architect (CSSA)/ITIL Foundation (for IT service management)	40
	3. Cybersecurity Specialist Evaluate Rand Water's current cybersecurity posture and provide recommendations for securing the IT/OTaaS environment. Skills and Qualifications: Expertise in cybersecurity frameworks, threat detection, and vulnerability management. 3 years experience in securing OT environments and industrial control systems (ICS). Knowledge of compliance requirements for critical infrastructure sectors. Certifications: Certified Information Security Manager (CISM) or Industrial Cyber Security Professional (ICSP) or Certified Ethical Hacker (CEH)	
	4. Financial Analyst Conduct the financial analysis, including cost comparison, ROI analysis, and budgeting for the IT/OTaaS implementation. Skills and Qualifications: Strong background in financial modelling, cost analysis, and ROI calculations. 3 years experience in analyzing IT/OT infrastructure costs and cloud-based service models. Ability to identify financial risks and recommend mitigation	

ADJUDICATION CRITERIA		WEIGHT
	strategies. Certifications: Chartered Financial Analyst (CFA) or Certified Management Accountant (CMA) or IT Financial Management (ITFM) Certification	
	5. Human Resources (HR) and Change Management Specialist Conduct the HR analysis, including skills gap assessment, workforce readiness, and change management strategies. Skills and Qualifications: Expertise in workforce planning, skills assessment, and organizational change management. 3 years experience in IT/OT transformations and their impact on workforce roles and responsibilities. Strong understanding of training and development programs for technical and non-technical staff. Certifications: Society for Human Resource Management Certified Professional (SHRM-CP) or Prosci Change Management Certification or Certified Talent Management Practitioner (CTMP)	
	6. IT/OTaaS Architect Design the future IT/OTaaS environment, including architecture, tools, and services. Skills and Qualifications: Expertise in designing cloud-based IT/OT solutions and hybrid environments. Knowledge of IT/OT integration, data analytics, and IoT platforms. 3 years experience in developing implementation roadmaps for IT/OTaaS. Certifications: Any Solutions Architect certification (for cloud-based solutions)	
	7. Data Analyst Analyze data from the current IT/OT environment to identify trends, inefficiencies, and opportunities for improvement. Skills and Qualifications: Proficiency in data analysis tools and techniques (e.g., Python, SQL, Power BI). 3 years Experience in analyzing IT/OT performance data and generating actionable insights. Strong problem-solving and analytical skills. Certifications: Any Certified Data Analytics Professional (CAP)	
	8. Compliance and Risk Management Specialist Ensure the proposed IT/OTaaS solution complies with industry regulations and standards and assess associated risks. Skills and Qualifications: Expertise in regulatory compliance (e.g., NIST, IEC 62443, POPIA). 3 years experience in risk assessment and mitigation for IT/OT environments. Knowledge of business continuity and disaster recovery planning. Certifications: Certified in Risk and Information Systems Control (CRISC) or ISO 27001 Lead Auditor or Certified Business Continuity Professional (CBCP) 10. Communication and Stakeholder Engagement Specialist Role: Facilitate communication between Rand Water's internal teams and the vendor, ensuring alignment and transparency throughout the project. Skills and Qualifications: Expertise in stakeholder engagement and communication strategies. Experience in managing cross-functional teams and fostering collaboration. Strong presentation and reporting skills. Certifications: Certified Business Relationship Manager (CBRM) Change Management Certification (e.g., Prosci) International Association of Business Communicators (IABC) Certification	
	Team Composition Summary	

ADJUDICATION CRITERIA		WEIGHT
	The proposed team should include: 1 Project Manager 1 IT/OT Infrastructure Specialist 1 Cybersecurity Specialist 1 Financial Analyst 1 HR and Change Management Specialist 1 IT/OTaaS Architect 1 Data Analyst 1 Compliance and Risk Management Specialist	
	This team structure ensures that all aspects of the project—technical, financial, HR, and strategic—are covered by qualified professionals with the necessary skills and certifications. Let me know if you need further refinements or additional details! New chat The rating of this item is based on a four-point scale: None = 0 % - No submission or any CV of project team members with less than 3 years' experience or no required certification. Weak = 33.3% - 1 to 4 CV's any of the proposed team resource with minimum of 3 years' experience and a Project Manager with 5 years' experience. Moderate = 66.7% - 5 to 6 CV's any of the proposed team resource with minimum of 3 years' experience and a Project Manager with 5 years' experience. Good = 100% - 7 or more CV's any of the proposed team resource with minimum of 3 years' experience and a Project Manager with 5 years' experience.	
3.	Equipment Resource Capacity Adjudicated based on Equipment Resource Capacity (Tools, frameworks, and standards that will be used.) The purpose is to establish an overall picture of the company's equipment resource capacity and ability to undertake the work and will therefore be services/goods specific. The rating of this item is based on a four-point scale: None = 0 % - No submission Good = 100% - Capacity meets the scope requirements in terms of Tools, frameworks, and standards that will be used.	10
4.	Work Breakdown / Schedule / Project Programme Aligned with Contractual requirements, credible and acceptable. Aligned with employer's completion dates with the following specifications. Implementation plan Project Start and End date Project duration Project Milestone The rating of this item is based on a three-point scale: None – 0% No Submission. Moderate – 66.7% The work breakdown/ schedule / project programme is submitted and has some indication of the duration. Good – 100% The work breakdown/ schedule / project programme is submitted and has a clear indication of the duration and delivery date. Project milestone activities include	20

ADJUDICATION CRITERIA		WEIGHT
	resources assigned.	
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.	Current State Assessment Report			1	
2.	HR Analysis Report			1	
3.	Financial Analysis Report			1	
4.	Future State Design Document:			1	
5.	Implementation Roadmap			1	
6.	Final Presentation and Workshop			1	
TOTAL					
VAT					
TOTAL [VAT INCLUDED]					

Failure to price all items will result to disqualification

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-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 Essential Returnable Documents

- 4.2.1 Completed and signed SBD 4 Form (Declaration of Interest)
- 4.2.2 Company Resolution Letter (proof of authority).

SBD 4

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 interest¹ 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**

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 consortium² 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

¹ 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 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.

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

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:

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

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.

5.12. 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:

- natural disasters
- war, act of foreign enemies
- riot, civil commotion
- 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:

- fails to deliver in terms of the Purchase Order or perform the services within the time specified;
- fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or
- 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, 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

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.

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

Who warrants being duly authorised

Name:

Designation: