

	REQUEST FOR BID RFB-PROFESSIONAL SERVICES	Form No: RW SCM 00049 F Revision No: 05 Effective Date: 28 June 2022
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BID NUMBER: RW10394588/22R

**THE ACQUISITION AND IMPLEMENTATION OF A HYDRAULIC
MODELLING AND SURGE ANALYSIS TOOL INCLUDING MAINTENANCE
AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS AT RAND WATER**

ISSUE DATE:	15 DECEMBER 2022		
NON-COMPULSORY BRIEFING SESSION DATE:	N/A	N/A	
BRIEFING SESSION VENUE:			
CLOSING DATE:	31 JANUARY 2023	12H00	
SITE VIEWING DATE/S			

BIDDER INFORMATION				
BIDDER NAME				
POSTAL ADDRESS				
STREET 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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT (EMEs and QSEs)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
SENIOR BUYER		SOURCING MANAGER	
	Stanley Govender	CONTACT PERSON	Ntikane Radebe
TELEPHONE NUMBER	011 6820410	TELEPHONE NUMBER	011 6820208
E-MAIL ADDRESS (Submissions must be made to this address)	sgovend@randwater.co.za	E-MAIL ADDRESS	nradebe@randwater.co.za

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SECTION A: BID

PART T1: BIDDING PROCEDURES

T1.1. BID NOTICE AND INVITATION TO BID

<p>Rand Water invites bids to provide and implement a Hydraulic Modelling and Surge Analysis Tool at Rand Water for a DURATION OF FIVE (5) YEARS.</p> <p>Potentially emerging or other enterprises that satisfy criteria stated in the Bid Data portion of the document may submit their bid offers.</p>	
Procurement Procedure	Rand Water uses a single volume approach.
Awarding Strategy	The maximum number of suppliers to be awarded this bid is ONE (1) .
Access to the Bid Documents	<p>The bid documents are downloadable on the National Treasury e-Tender Publication portal which can be accessed through the following link: http://www.etenders.treasury.gov.za.</p> <p>No bid documents will be issued to Contractors at site meetings. Please ensure that bid documents have been downloaded from the National Treasury e-Tender Publication portal prior to the site meeting date.</p> <p>Bids shall only be submitted on the bid documentation that is issued by the Employer. This bid document (as issued through the National Treasury e-Tender Publication portal) must be submitted in full together with the returnable documents.</p>
Bid Clarifications	<p>Bidders can seek clarification by no later than fifteen (15) calendar days before the bid closing date.</p> <p>Rand Water will provide a final response on clarifications by no later than ten (10) calendar days before the closing date.</p>
Bid Addenda	Rand Water shall issue addenda, where applicable, by no later than ten (10) calendar days before the closing date. Bid addenda will be published on the eTender Publication Portal.
Bid Submission Location	<p>Bids must be submitted before or on closing date and time at the following address:</p> <p><i>Rand Water Head Office 522 Impala Road Glenvista 2058 (in the Bid Submissions Box at the Main Gate)</i></p>
Bid Validity	<p>To be valid for 180 days after closing date</p> <p>Rand Water reserves the right to extend the validity period for a period reasonable for business requirements.</p>

Subcontracting	<p>Bidders must utilise the National Treasury's Central Supplier Database (CSD) for identification of potential subcontractors from the pool of EMEs or QSEs to advance designated groups.</p> <p>The responsibility to subcontract with competent and capable subcontractors' rests with the main contractor/ supplier.</p> <p>As far as possible, the bidder must consider subcontractors from the area/s where the project will be taking place.</p>
Rotation of Suppliers	<p>In the spirit of providing equal opportunities to potential suppliers and in view of not supporting monopolies, Rand Water shall apply rotation of suppliers to ensure equitable share in Rand Water's awarded contracts.</p>
Site Viewing Date/s, Time and Venue	

T1.2. BID DATA

The Standard Conditions for Bidding are outlined below and must be read in conjunction with the applicable procurement legislative prescripts:

CLAUSE NUMBER	BID DATA
T1.2.1	The Employer is Rand Water.
T1.2.2	The bid documents issued by the Employer are detailed on the contents page of this bid document.
T1.2.3	The Employer's Representative/s is stated on the cover page of this bid document.
T1.2.4	The Employer shall evaluate this bid in accordance with the evaluation criteria stated in this bid.
T1.2.5	The arrangement for a non-compulsory site meeting (where applicable) is as stated in the Notice and Invitation to Bid.
T1.2.6	The due date for seeking clarification is as stated in the Bid Notice and Invitation to Bid.
T1.2.7	<p>Bidders may propose alternative bid offer only if the main tender offer, strictly in accordance with all the requirements of this bid document, is also submitted as well as a schedule that compares the requirements of this bid document with the alternative requirements that are proposed.</p> <p>An alternative bid offer will only be considered if the main bid offer is the winning bid. Additionally, the following statements shall apply:</p> <ul style="list-style-type: none"> • Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. • Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. • Pricing Data must reflect all assumptions in the development of the pricing proposal. • <i>The pricing of the alternative bid offer may not exceed the pricing of the main bid offer.</i> <p>Acceptance of an alternative bid offer will mean acceptance in principle of the offer. In the event that the alternative bid offer is accepted, it will be a contractual obligation for the Contractor to accept full responsibility and liability that the alternative bid offer complies in all respects with the Employer's standards and requirements.</p>
T1.2.8	Bidders must submit one (1) copy of the bid document and returnables. AND Compact disc (CD) or USB flash drive with pdf format of the bid document and returnables.

	<p>The Employer's address for delivery of the bid offers is stated in the Bid Notice and Invitation to Bid.</p> <p>The bid submission must be sealed and endorsed with both the bid number and the description of the bid, as it appears on the front cover of this bid.</p>						
T1.2.9	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.						
T1.2.10	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.						
T1.2.11	<p>The bid offer validity period is as stated in the Bid Notice and Invitation to Bid.</p> <p><i>No bid substitutions will be allowed after the closing date and time.</i></p>						
T1.2.12	See 2.1 List of Returnable Documents for a comprehensive list of certificates and additional documents required for submission with this bid.						
T1.2.13	<p><i>Rand Water's evaluation process comprises of the following steps. Specific criteria to be utilised for this bid are contained in <u>T1.3 Evaluation Criteria</u></i></p> <p>a) Test for responsiveness <i>Refer to the criteria as stated in T1.3 of this bid document. All test for responsiveness must be met in order for the bid submission to be considered further.</i></p> <p>b) Functionality evaluation <i>Refer to the criteria as stated in T1.3 of this bid document. A minimum score of 70 points must be obtained for the bid submission to be considered further.</i></p> <p>c) Price</p> <p>i. Price Analysis Rand Water uses a Financial Tolerance Range to assess how reasonable the market response prices are. These ranges will assist with eliminating bid prices that are deemed to be excessively high or low to complete the works. The higher limit ensures that Rand Water does not pay more that it believes the value of service or goods is worth, and the lower limit ensures that Rand Water is not exposed to risk of work not being completed or prices increasing subsequent to the award because the award price was too low to complete said scope.</p> <p>ii. Preference Point System</p> <p>WHERE PROCUREMENT VALUE IS R0 < R50 000 000 (INCL. VAT):</p> $P_s = 80 * \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>The following table will be used to calculate the score out of 20 for BBBEE:</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of Points</th></tr> </thead> <tbody> <tr> <td>1</td><td>20</td></tr> <tr> <td>2</td><td>18</td></tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of Points	1	20	2	18
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

WHERE PROCUREMENT RAND VALUE IS >= R50 000 000 (INCL. VAT):

$$P_s = 90 * \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

The following table will be used to calculate the points out of 10 for BBEE:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Where:

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

Rand Water does not bind itself to accept the bid with the lowest price

BBBEE STATUS (P_p = 10/20 maximum)

Quantification of procurement contribution to B-BBEE

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 point (90/10 system)	Number of point (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12

	<table><tr><td>5</td><td>4</td><td>8</td></tr><tr><td>6</td><td>3</td><td>6</td></tr><tr><td>7</td><td>2</td><td>4</td></tr><tr><td>8</td><td>1</td><td>2</td></tr><tr><td>Non-compliant contributor</td><td>0</td><td>0</td></tr></table> <p>Bidders will not be disqualified from the bidding process for not submitting a 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 10 for B-BBEE</p> <p>d) Objective Criteria Refer to the criteria as stated in <u>T1.3 Evaluation Criteria</u> of this bid document.</p> <p>A bid must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems (price and B-BBEE points), unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the bid to another bidder.</p> <p>SUMMARY</p> <p>The total number of functionality/ quality (PF) shall be the sum total of the product of quality criteria by weight allocated.</p> <p>The total number of adjudication points (PT) shall equal the sum of the bid price points (Ps) and the BBBEE status points (PP) i.e. PT = Ps + PP</p> <p>Rand Water does not bind itself to accept the bid with the highest number of adjudication points.</p>	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant contributor	0	0
5	4	8														
6	3	6														
7	2	4														
8	1	2														
Non-compliant contributor	0	0														
T1.2.14	The number of paper copies of the signed contract to be provided by the Employer is 1 (one).															

T1.3. EVALUATION CRITERIA

T1.3.1. TEST FOR RESPONSIVENESS

1. Fully completed and signed Form of Offer and Acceptance.
2. Fully completed and signed Pricing Schedule/ Bill of Quantities (BoQ) - (Annexure A)
3. The use of correction fluid or any other similar substance to make corrections is not permitted.

T1.3.2. FUNCTIONALITY EVALUATION

Bid submissions will be evaluated on the criteria outlined in items (A-E) below. Each Item (A to E) has an assigned "Weight" and "Rating" scale. During the evaluation process, Bidders shall be assigned a "Rating" for each item in A to E.

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:

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
A.	<p><u>Record of Previous Experience relevant to the current scope/ work (with contactable client reference.)</u></p> <p>This is based on contractor history and managing projects of a similar nature to this bid. The reference must be a written letter/affirmation or affidavit from clients.</p> <p>Adjudicated based on the Bidders Track 10 years record for implementation of an on-premise Hydraulic Modelling and Surge Analysis Tool.</p> <p>The Bidder must supply three contactable references where an on-premise Hydraulic modelling and Surge Analysis tool was implemented.</p> <p>The bidder must provide a company detailed profile with a minimum of three projects where the above services were provided.</p>	T2.2.10	10	<p>3-point scale</p> <p>Unacceptable – 0% A company with no experience or letter/affirmation/affidavit from a client or government customer to whom the on-premise Hydraulic Modelling and Surge Analysis Tool was implemented.</p> <p>Moderate – 67.7% A company with less than 10 years' experience and one to two letters/affirmations/affidavits from a client or government customer to whom the Hydraulic Modelling and Water Hammer Analysis ON PREMISE Application software solution. projects of services were delivered.</p> <p>Good – 100% A company with 10 or more years' experience and three or more letters/affirmations/affidavits from a client or government customer to whom the Hydraulic Modelling and Water Hammer Analysis ON PREMISE Application software solution. projects of services were delivered.</p>

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
				<p>NOTE: The below is applicable to all the above rating scales. A company reference must have details of the projects with project name, detailed scope of work with number of network points and including each letter/affirmation/affidavit must be dated, signed and on a client/customer letterhead and this will be with the following indicated:</p> <ul style="list-style-type: none"> - Client/customer name and physical address. - Customer contact person's name, telephone number and email address. - Project or service scope of work including the number of network points. - Project start and end-date
B.	<p><u>Human Resource Capacity</u></p> <p>Adjudicated based on Human Resource Capacity Schedule (including company's Project; Project Team Member List including five (5) CV's and Qualifications).</p> <p>The purpose is to establish an overall picture of the bidder's human resource capacity and ability to undertake the work.</p> <p>The resources must have a minimum of ten (10) years' experience in Hydraulic Modelling and Surge Analysis implementation projects. Please attach proof of qualifications and CV's for the said resources.</p> <p>The bidder must have at least one professional Software Developer, one Water engineer and one Civil and Mechanical engineer. Water Engineer(s) and Mechanical Engineer must at least have ten (10) years' experience specializing in Water Distribution Systems, modeling of water treatment works, water quality analysis and simulation, pumps, and training RW engineers and operators or technicians on model building, model calibration and validation, water distribution network analysis in real time, surge</p>	T2.2.11	20	<p>4-point scale</p> <p>None – 0%</p> <ol style="list-style-type: none"> 1. No submission. <p>Weak – 33.3%</p> <ol style="list-style-type: none"> 1. Two to three CVs of either software developer or water or mechanical or civil engineering or project manager. <p>Moderate – 66.7%</p> <ol style="list-style-type: none"> 1. four CVs for any of the following skills in line with the scope of work - software developer, water, mechanical and civil engineering and project manager. <p>Good – 100%</p> <ol style="list-style-type: none"> 1. Five CVs with software developer, water, civil, mechanical engineering and project manager relevant experience. <p>Note: Experience must be in-line with the scope of work.</p>

	CRITERION	RETURABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
	<p>analysis and design of surge devices, generation of a digital twin of the hydraulic systems, model maintenance and management etc. Software development must at least have five (5) years' specializing in designing and maintaining hydraulic modelling and analysis, and water hammer software systems. Please attach proof of qualifications and CVs for the said resources.</p> <p><u>Project Management Role</u></p> <p>Adjudicated based on the allocation of a Project Manager (PM) and previous experience in project management related to the Bid.</p> <p>The bidder must have a dedicate a project manager with a minimum of three (3) years' experience in Project Managing a project similar to the bid, the PM will manage the implementation process from beginning to end.</p> <p>The project manager must ensure availability of resources and that all project documentation including project charter, plans, design/ configuration documents and all other related documents are compiled.</p>			
C.	<p><u>Risk Introduced by Bid Qualifications (e.g. limitations, assumptions, limited liability etc.)</u></p>	T2.2.5	5	<p>2-point scale</p> <p>Significant – 0% Bid qualifications submitted by the bidder adversely change the bid scope.</p> <p>Significant qualifications may result in bid submissions being deemed non-responsive, should the bidder/s opt to retain such qualifications after consultation by Rand Water.</p> <p>None – 100% No bid qualification/s submitted</p>
D.	<p><u>Detailed Project Programme</u></p>	R1.16	5	<p>4-point scale</p>

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
	<p>Aligned with employer's completion dates with the following specifications.</p> <ul style="list-style-type: none"> on a Gantt chart format detail at least activity level 2 resource loaded monthly cost forecast to completion. Implementation plan 			<p>None – 0% No submission</p> <p>Weak – 33.3% Only Gantt chart format</p> <p>Moderate – 66.7% Only Gantt chart, resources loaded with activity level 2, monthly cost forecast to completion and an implementation plan</p> <p>Good – 100% Provided all of above (Gantt chart format, activity level 2, resources loaded, monthly cost forecast to completion per milestone /deliverable as per ANNEXURE A and an implementation plan)</p>
E.	<p><u>Fit for Purpose for the Tool</u> The tenderer shall submit a fully completed and signed ANNEXURE A</p>	ANNEXURE A	60	<p>4-point scale</p> <p>Very Weak – 0% ANNEXURE A scoring below 50 %</p> <p>Weak – 33.3% ANNEXURE A scoring from 50% but below 70 %</p> <p>Moderate – 66.7% ANNEXURE A scoring from 70% but below 90%</p> <p>Good – 100% ANNEXURE A scoring 90% and above</p>
TOTAL			100	

Further information can be obtained in [T.1.2 Bid Data](#).

T1.3.4. OBJECTIVE CRITERIA

Rand Water shall apply B-BBEE as an objective criterion.

Rotation of suppliers for bids will be done on the following conditions:

- a) *Aggregate value of R250 million (inclusive of all taxes) awarded.*
- b) *Where an award to be made to the supplier results in the cumulative value exceeding the rotation threshold for bids, that award can be made which will constitute the last award to the supplier in the financial year.*

- c) *As its objective criteria, Rand Water shall therefore not award to a Bidder that scores the highest points, if such Bidder has already exceeded the rotation threshold for bids.*

In making the determination on the aggregate value of work awarded to a supplier, Rand Water shall consider the supplier's relations and as such, where Rand Water had awarded work to entities and/or persons that are related and/or inter-related to the supplier, the value of such awards shall be used as a measure of assessing the aggregate value of the work awarded to the supplier.

PART T2: RETURNABLE DOCUMENTS

T2.1. LIST OF RETURNABLE DOCUMENTS

T2.1.1 All documentation listed in table T2.1 below shall form part of the Contract. *The Bidder must utilise this list as a checklist prior to bid submission.*

T2.1.2 Non-submission of any item listed only under the column "Required for Bid Evaluation" may result in the bid being rejected by the Employer.

T2.1.3 Attach additional pages if more space is required.

Table T2.1 List of Returnable Documents

ITEM	DESCRIPTION OF DOCUMENT TO BE RETURNED	REQUIRED FOR BID EVALUATION	ONLY REQUIRED AFTER BID AWARD
T2	Returnable schedules (supplied with the bid document)		
T2.2.1	Compulsory Enterprise Questionnaire including SBD 4 and 6.2	•	
T2.2.2	Record of Addenda to Bid Documents	•	
T2.2.3	Proposed Subcontractors	•	
T2.2.4	Alternative Bid	•	
T2.2.5	Qualifications to Bid	•	
T2.2.6	Requirements with regard to fluctuations in the cost of labour and materials	•	
T2.2.7	FOB Prices of imported equipment/materials for which foreign exchange would be required and importing charges	•	
T2.2.8	Declaration of Insurance	•	
T2.2.9	Socio-Economic Development Plan	Not applicable	
T2.2.10	Record of Previous Experience, Quality of Workmanship and Safety	•	
T2.2.11	Human Resource Capacity Schedule	•	
T2.2.12	Equipment Resource Capacity	•	
T2.2.13	Safety, Health, and Environment	Not Applicable	
T2.2.14	Details of Equipment (including manufacturer's data sheets and technical publications)	Not applicable	
T2.2.15	Recommended Spares, Special tools and servicing facilities	Not applicable	
T2.2.16	Project Risk Management	•	
T2.2.17	Penalty Table	Not Applicable	
C1.1	Letter of Bid (Form of Offer and Acceptance)	•	
C1.2	Contract Agreement		•
C2.2	Pricing Schedule / Bill of Quantities (BoQ) - <i>This is required for site inspection to determine the total Bid Price.</i>	•	

ITEM	DESCRIPTION OF DOCUMENT TO BE RETURNED	REQUIRED FOR BID EVALUATION	ONLY REQUIRED AFTER BID AWARD
	The Bidder is required to submit the following: <ul style="list-style-type: none"> - Excel® format of the completed pricing schedule or BoQ in a USB flash drive. - Printed format and signed version of the completed pricing schedule or BoQ. 		
C3.1	Dates for Delivery and Completion NOTE: A DETAILED PROJECT PROGRAMME MUST BE INCLUDED WITH THE BID SUBMISSION	•	
R 1	Required documentation not issued with the bid document:		
R 1.1	Proof of tax compliance status and a valid SARS Tax PIN		•
R 1.4	Resolution Letter for the Main Contractor (a letter authorising the person completing the bid to sign on behalf of the company)	•	
R 1.5	Resolution Letter for the Subcontractor/s (a letter authorising the person completing the bid to sign on behalf of the company)	•	
R 1.6	Subcontracting Agreement	•	
R 1.8	Certified copy of B-BBEE Certificate or Certified copy of Sworn Affidavit for EMEs or QSEs	•	
R1.9	Main Contractor's internal Safety and Health Policy and Project Specific SHE Plan (compliance with the project specific SHE specification)	•	
R 1.10	Comprehensive SHERQ Plan (compliance with SHERQ Specification, including written agreement on Safety, Health and Environmental matters and all documents required for SHERQ compliance)	Not Applicable	Not Applicable
R1.11	Contractors tools and Equipment Inventory		•
R1.12	Staff list		•
R1.13	Site Clearance Certificate	Not Applicable	Not Applicable
R1.14	Job Creation Report/Statistics (To be submitted Monthly)	Not Applicable	Not Applicable
R1.15	ISO 9001 Certification /proof of In-house Quality Management System (must include proof of a Document Control System and proof of a Non-conformity Management System) including Sample/template of Quality Control Plan and appointment of Quality Representative		•
R1.16	Detailed Project Programme in the following: <ul style="list-style-type: none"> a) Gantt Chart Format b) Level 2 schedule activities c) Credible and Aligned to Rand Water's Programme d) Resource loaded schedule e) Implementation plan Monthly cash flows, project to completion.	•	

T2.2. RETURNABLE SCHEDULES

T2.2.1. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CSD Number:

Section 4: Particulars of sole proprietors and partners in partnerships:

Name *	Identity Number *	Personal income tax number *

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration Number:	
Close Corporation number:	
Tax reference number:	

Section 6: SBD 4 issued by National Treasury must be completed for this bid.

Section 7: SBD 6 issued by National Treasury must be completed for this bid.

I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the employer to verify the Bidders tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Name of Bidder:

Signed by or on
behalf of Bidder:

Official
Capacity:

Date:

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 institution	State

- 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:

.....
.....

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.

- 2.3 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 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.

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.

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

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u> <u>(%)</u>				
1. N/A	N/A				
2. N/A	N/A				
3. Does any portion of the goods or services offered have any imported content? (Tick applicable box)					
<table border="1"><tr><td>YES</td><td></td><td>NO</td><td></td></tr></table>	YES		NO		
YES		NO			
3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.					

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. RW 10394588/22R

ISSUED BY: RAND WATER

NB

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and

then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

Name of Bidder: _____

Signed by or on _____ Official
behalf of Bidder: _____ Capacity: _____

Date: _____



Annex C

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

Pula EU GBP Doc No. RW SCM 00049 F

T2.2.3. PROPOSED SUBCONTRACTORS

We notify the Employer that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then on official award of Contract by the Employer to us, this list duly signed below shall be binding between us.

The appointment of the proposed Subcontractors shall be subject to the approval of the Employer.

Please note it is compulsory to declare the percentage of work to be completed by the Subcontractor.

Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1)		
2)		
3)		
4)		
5)		

Name of Bidder: _____

Signed by or on behalf
of Bidder: _____

Official
Capacity: _____

Date: _____

T2.2.4. ALTERNATIVE BID

- T2.2.4.1. Alternative bids will be accepted on the conditions described in [T1.2 Bid Data](#) (CIDB Clause C2.12)
- T2.2.4.2. Should the Bidder wish to submit an alternative bid he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his bid and referred to hereunder, failing which the bid will be deemed to be unqualified.
- T2.2.4.3. If no departures or modifications are described, the schedule shall be marked NIL and signed by the Bidder.

Page	Item	Proposed alternative	Price saving (if any) to the Employer if proposal is accepted

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official

Capacity: _____

Date: _____



T2.2.5. QUALIFICATIONS TO BID

Should the Bidder wish to qualify any aspect of the bid (e.g. limitations, assumptions, limited liability, etc.), he shall set out his terms clearly hereunder or alternatively state them in a covering letter attached to his bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

If no qualifications are made, the schedule shall be marked NIL and signed by the Bidder.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Name of Bidder:

Signed by or on
behalf of Bidder:

Official Capacity:

Date:

T2.2.6. REQUIREMENTS WITH REGARD TO FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS

T2.2.6.1. The Bidder shall delete whichever of the following statements are not applicable to the bid. *Where the Bidder has not indicated the applicability of fluctuations, Rand Water shall regard the fluctuations as not applicable.*

FLUCTUATIONS IN - Wages and allowances: *TO APPLY/NOT TO APPLY
Price of materials: *TO APPLY/NOT TO APPLY

* Delete whichever is not applicable.

FORMULAE OR BASIS FOR THE ADJUSTMENT OF THE BID PRICE

If firm prices are not quoted the Bidder shall supply the following information:

T2.2.6.2. Formula by which the bid price is to be multiplied in order to arrive at the adjusted price:

.....
.....

T2.2.6.3. Definition of all symbols used in the above formula:

.....
.....
.....
.....

T2.2.6.4. Any special materials or equipment to be excluded from the application of the formula stating the method and basis of price variation to be applied to such materials or equipment:

.....
.....
.....

Name of Bidder:

Signed by or on
behalf of Bidder:

Date:

Official
Capacity:

T2.2.7. F O B PRICES OF IMPORTED EQUIPMENT/MATERIALS FOR WHICH FOREIGN EXCHANGE WOULD BE REQUIRED AND IMPORTING CHARGES

- T2.2.7.1. The Bidder shall complete each schedule listing the F O B value of all items of equipment/materials for which foreign exchange would be required.
- T2.2.7.2. Bidders based on the supply of locally manufactured equipment and/or materials priced competitively, will be given preference by the Employer provided such equipment and/or materials, and the manufacture thereof, are of sufficiently high standard to meet the Employer's requirements.
- T2.2.7.3. If no items are to be imported or if firm prices are submitted the relevant section of the schedule shall be marked NIL. If the equipment contains imported equipment/materials then the Bidder shall complete the schedule listing the F O B value of all items of equipment/materials, which have been or are to be imported. Prices tendered for this imported equipment/material shall be quoted in **currency of origin**. It will therefore be the responsibility of the employer (Rand Water) to take out a Forward Cover for this imported equipment/material, when and if deemed prudent. All charges for the Employer's account referred to in the General Conditions of Contract and any changes in the rates of exchange will only be paid or allowed by the Employer in respect of items listed in this schedule. Bidder shall be expected to provide full documentation (i.e. Invoice, Bill of Lading, etc.) supporting foreign currency requirements for this imported equipment/material to support the Employer application to the SARB for the exchange control approval.
- T2.2.7.4. The Bidder shall sign each schedule.
- T2.2.7.5. For evaluation purposes, the prices of imported equipment/material sourced directly from outside South Africa quoted in currency of origin will be converted to Rand using the closing rate exchange rate published by SARB on the date, one week (7 day calendar days) prior to the closing date for the Bidder.

"Imported content" means that portion of the price represented by the cost of components, parts or materials which have been, or are still to be imported (whether by the Bidder or his suppliers or Subcontractors) and which cost includes the overseas cost plus direct importation costs, such as freight, all landing charges, dock dues, import duties and the like at the South African port of entry, as well as inward transportation and handling to the factory in the Republic where the equipment offered is produced, manufactured, processed, assembled, packed or otherwise prepared.

The Bidder shall state in the appropriate column the F O B values of equipment/materials, which have already been imported, and which still have to be imported.

Item	Description and country of origin	Rate of exchange	F O B value	
			Already imported	To be imported
			R	R
Total F O B values				

Table T2.2.7.1: F O B Prices

The exchange rate to be used for conversion of the foreign content to local content shall be the closing exchange rate published by South African Reserve Bank (SARB) on the date, one week (7-day calendar days) prior to the closing date of the Bid.

IMPORT PERMIT: The Bidder shall state what arrangements have been or are to be made to obtain the necessary import permit(s).

.....

.....

Item	Rate	Total
PORT OF LANDING	R	R
Freight on tons at		
Insurance on R		
Customs duty on R		
Landing charges on tons at		
Wharfage on tons at		
Forwarding and agency on tons at		
Railage on kg at		
Sundry importing charges		
.....		
TOTAL:		

Table T2.2.7.2: F O B Prices

Guaranteed date of shipping

Guaranteed date of delivery to railway authority

Name of Bidder: _____

Signed by or on _____ Official
behalf of Bidder: _____ Capacity: _____

Date: _____

T2.2.8. DECLARATION OF INSURANCES

I/We hereby declare that the insurance policies enumerated below have been effected by me/us in accordance with the Contract Data.

Cover effected	Insurer	Policy	Expiry date
COID			
Unemployment Insurance			
Employer's Liability			
Motor Vehicle Liability			
Contractor's Equipment			
Manufacturing/Fabrication Premises			
Professional Indemnity	as applicable		

Table T2.2.8: Declaration of Insurance

Copies of the abovementioned policies are attached.

In respect of COID, a copy of the current receipt and letter of good standing is attached.

tractor:

Signed by or on _____
behalf of Contractor: _____ city: _____

NOTE: This schedule shall be completed and submitted to Rand Water within 14 days from the commencement date of the contract and will serve as a condition precedent. The Contractor shall ensure that all policies are in place for the full period under the contract, and where policies need to be renewed and/or any changes effected, Rand Water is to be provided with the renewal confirmation and/or details of changes within 14 days of such renewal or changes.

T2.2.9. SOCIO-ECONOMIC DEVELOPMENT (NOT APPLICABLE TO THIS BID)

Rand Water intends to achieve the objective of promoting an environment that is health, safe, efficient, productive, harmonious, free from disruption and localises opportunities for communities in close proximity to the project. Such an environment will assist contractors in implementing the projects successfully. All contractors, subcontractors (including SMMEs) and site service providers within the project have a role and responsibility in achieving this objective. Accordingly, the Main Contractor is wholly responsible in ensuring the provision, implementation and maintenance of the required socio-economic deliverables, as approved by Rand Water.

The Bidder shall submit a plan with regard to SED targets set by Rand Water for each respective SED element during the Request for Bid (RFB) phase. Bidders have to submit SED plans as part of their proposals in reaction to the RFB. Bidders are required to demonstrate through their SED plans how the involvement of black persons and historically disadvantaged individuals (HDIs) will be secured, as well as their commitment to the respective SED elements.

Rand Water regards the **local-to-site area** as historically disadvantaged areas in the district municipality. In areas that are not demarcated according to district municipalities, the historically disadvantaged areas in the metropolitan municipalities shall be regarded as local-to-site areas.

Key performance areas and deliverables on SED are outlined as follows:

ITEM NO.	KEY PERFORMANCE AREAS	DELIVERABLES
1.	Participation of Local Enterprises	<ul style="list-style-type: none"> The Bidder must ensure that in the project implementation plan the following target is prioritized and this must be clearly outlined in the declaration of intent: <ul style="list-style-type: none"> Work allocation to local enterprises A minimum of 5% of the total work will be allocated to local black owned enterprises. The Bidder must specify in the SED plan the work items to be allocated to local enterprises that are minimum 51% black owned. This plan must also indicate the Rand value and the scope of work. Rand Water's Database of Local Business for the target area/s will be availed.
2.	Job Creation	<ul style="list-style-type: none"> The Bidder's workforce in the project must consist of locals (historically disadvantaged) as follows: <ul style="list-style-type: none"> Unskilled Labourers: 100% (50% women, 50% youth) Semi-skilled: a minimum of 30% (50% women, 50% youth) Skilled: a minimum of 25% (50% women, 50% youth) The method of recruitment must be pre-approved by Rand Water. It is acknowledged that people will be employed on a part-time basis in many instances. It is however required that employees who were employed at the unskilled level exit with a certificate of completion of accredited training.

ITEM NO.	KEY PERFORMANCE AREAS	DELIVERABLES
		<ul style="list-style-type: none"> A recruitment plan must be submitted which will indicate how the employment of local labour will be achieved versus the Bidder's existing (permanent) and seconded labour which will be assigned to the project.
3.	Skills Development	<ul style="list-style-type: none"> The Bidder must submit a proposed skills development programme targeting the following levels: <ul style="list-style-type: none"> Unskilled to Semi-skilled (50% Youth, 50% Women) Undergraduate (50% Youth, 50% Women) Graduate (50% Youth, 50% Women) The proposed programmes must be accredited, giving credit value to the beneficiaries. The programmes must incorporate workplace learning and/or on-the-job training with the theoretical knowledge provided. Programmes can only be implemented once approval has been provided by Rand Water.
4.	Social Responsibility	<ul style="list-style-type: none"> A programme must be structured to ensure effective delivery to address identified community needs in a significant and sustainable manner. The Bidder must submit proposed social responsibility initiative/s which could be rolled out across the project duration and must have impact beyond the project implementation. Examples may include Cooperative Development, NGO Support, School Support Programmes can only be implemented once approval has been provided by Rand Water.
5.	Social Facilitation	<ul style="list-style-type: none"> A key component in aiding the realisation of the SED objectives is effective community liaison with all the relevant role-players, structures, civic organisations and the community at large. Provision must be made for a Community Liaison Officer (CLO) for the duration of the project. The CLO must be sourced locally.

The Bidder agrees to adhere to the Rand Water's SED requirements.

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

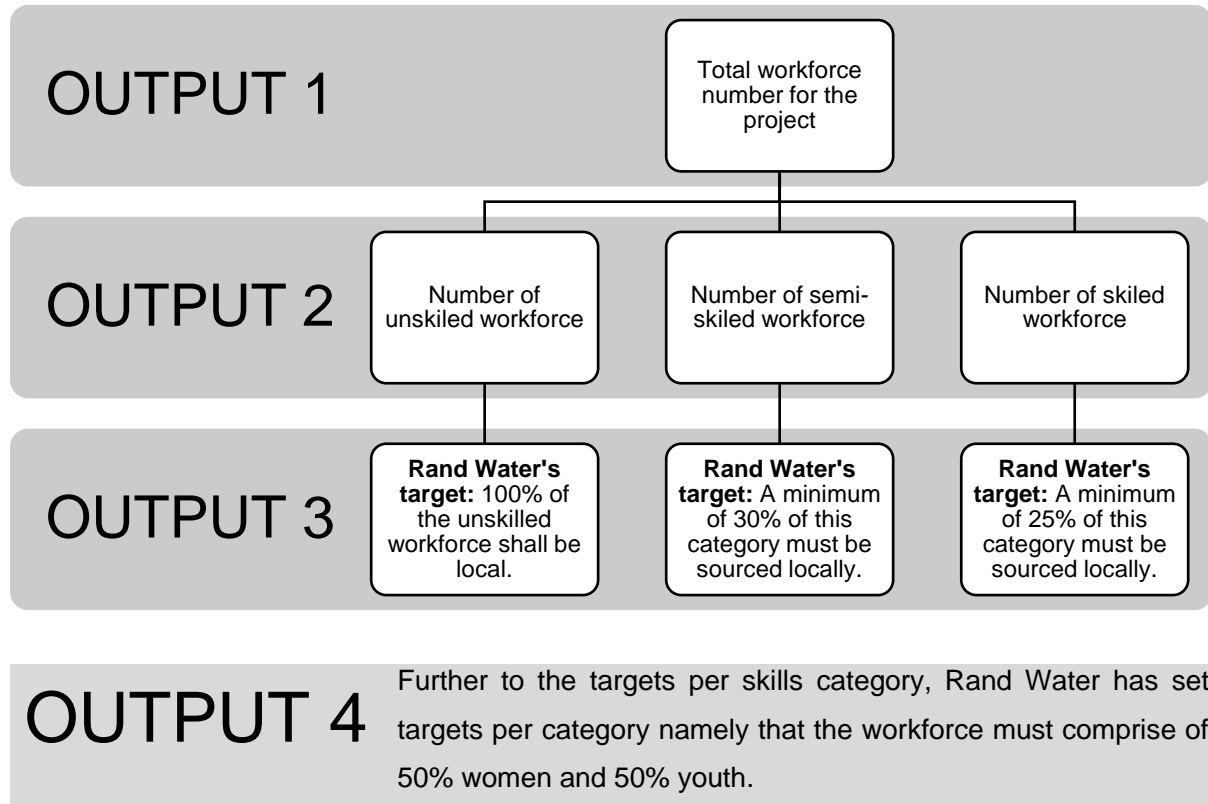
Official

Capacity: _____

Date: _____

T2.2.9.1. JOB CREATION REQUIREMENT

The Bidder's recruitment plan must indicate the following information:



The Bidder must ensure that the required recruitment plan adheres to the requirements of this section and must also include a proposed method of recruitment.

The Bidder agrees to adhere to the Rand Water's SED requirements.

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____

T2.2.9.2 SED MATRIX

KEY PERFORMANCE AREA	INDICATOR	MEASURE	TARGET	QUANTITY	COST	TIMELINE			COMMENTS
						START	END	DURATION	
Job Creation <i>Total workforce number for the project:</i> <i>(insert)</i> 	Employment: Unskilled <i>Insert Rate:</i>	Percentage of total projected workforce in the skills category	100%						
	Employment: Semi-skilled <i>Insert Rate:</i>	Percentage of total projected workforce in the skills category	Minimum 30%						
	Employment: Skilled <i>Insert Rate:</i>	Percentage of total projected workforce in the skills category	Minimum 25%						
Skills Development	Accredited Training Programmes: Unskilled (MANDATORY)	Rand Value	Rand value of 18.1 in the BoQ						
		Number of unskilled people trained on accredited training	Number of unskilled indicated in the Bidder's recruitment plan						
	Work Integrated Learning: Undergraduates	Rand Value	Rand value of 18.1 in the BoQ						
		Number of undergraduates trained and provided workplace experience	Number of unskilled indicated in the Bidder's recruitment plan						
	Professionalisation Programmes: Graduates	Rand Value	Rand value of 18.1 in the BoQ						
		Number of graduates trained	Number of unskilled indicated in the						

KEY PERFORMANCE AREA	INDICATOR	MEASURE	TARGET	QUANTITY	COST	TIMELINE			COMMENTS
						START	END	DURATION	
		and provided workplace experience	Bidder's recruitment plan						
Social Responsibility	Community development initiatives	Rand value	Rand value of 18.3 in the BoQ						
Social Facilitation	Appointment of CLOs	Rand value	Rand value of 18.4 in the BoQ						
Participation of Local Enterprises	Work allocated to local enterprises that are 51% black owned	Rand value	Rand value in section 5 item 5.3.6.5 and 5.3.6.6						
	Procurement of non-core services and materials from local enterprises that are a minimum 51% black owned	Rand value	100%						
TOTALS					The Bidder must indicate the total cost				

Rand Water will commence the monitoring of SED implementation three (3) months after the acceptance of the letter of award by the successful Bidder. The Bidder agrees to adhere to the Rand Water's SED requirements.

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____

T2.2.9.3. SED CHECKLIST

All items in this checklist must be completed. If any of the items are not addressed as required (i.e. indicated as "No" or no attachment where an attachment is required), the Bidder's submission will be deemed non-responsive.

	ITEM	REQUIREMENT	YES	NO
1.	Job Creation	Attach the Recruitment Plan (refer to T2.2.13.1)		
2.	Skills Development	Attach a comprehensive proposal for training programmes for unskilled, undergraduate and graduate, as applicable. The provision of accredited training for the unskilled group is a mandatory requirement.		
3.	Social Responsibility	Attach a comprehensive proposal for local community development.		
4.	Participation of Local Enterprises	<ul style="list-style-type: none"> The work highlighted for Participation of Local Enterprises is work that must be issued to local enterprises that are a minimum 51% black owned. This is a minimum. The Bidder must ensure that the work to be allocated to local enterprises amounts to a minimum of 5% of the whole work. This must be indicated clearly in the Bidder's SED plan. The sourcing of local enterprise shall be a competitive process. The method of sourcing must be pre-approved by Rand Water. Attach a procurement plan for non-core services and materials required. Rand Water's target is that the Bidder must procure 100% of these services and materials from local enterprises that are a minimum 51% black owned. 		
5.	Social Facilitation	The Bidder must provide the costing with reference to 18.4.		

The Bidder agrees to adhere to the Rand Water's SED requirements.

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official

Capacity: _____

Date: _____

T2.2.10. RECORD OF PREVIOUS EXPERIENCE, QUALITY OF WORKMANSHIP AND SAFETY

The Bidder shall provide details of **completed** works (similar to the work set out in this bid). Individuals listed as references must be contactable and willing to provide information relating to the performance of the Bidder (in terms of safety and health, workmanship, documentation, timeous completion, etc.). In order to verify the quality of workmanship, an inspection of the works may also be undertaken should Rand Water deem it necessary.

The Bidder must take into cognisance the functionality criteria in providing the record of previous experience. Information must be provided in the following format:

Description of Works	
Project Title :	
High level project description:	
Client :	
Contract No. :	
Contract Value (excl. VAT) :	
Role ^(Note 1) :	
Award Date :	
Completion Date :	
Location of Works :	
Project Manager :	
Construction Manager :	
Contact Details of Reference at Client Company	
Name :	
Position Held :	
Tel :	Cell :
Fax :	email :
<small>Note 1 – Role refers to the Contractor's responsibility w.r.t. the claimed experience. For example Single Contractor, Main Contractor but with electrical sub – contractor, Sub – contractor for civil construction etc.</small>	

Name of Bidder:

Signed by or on
behalf of Bidder:

Official
Capacity:

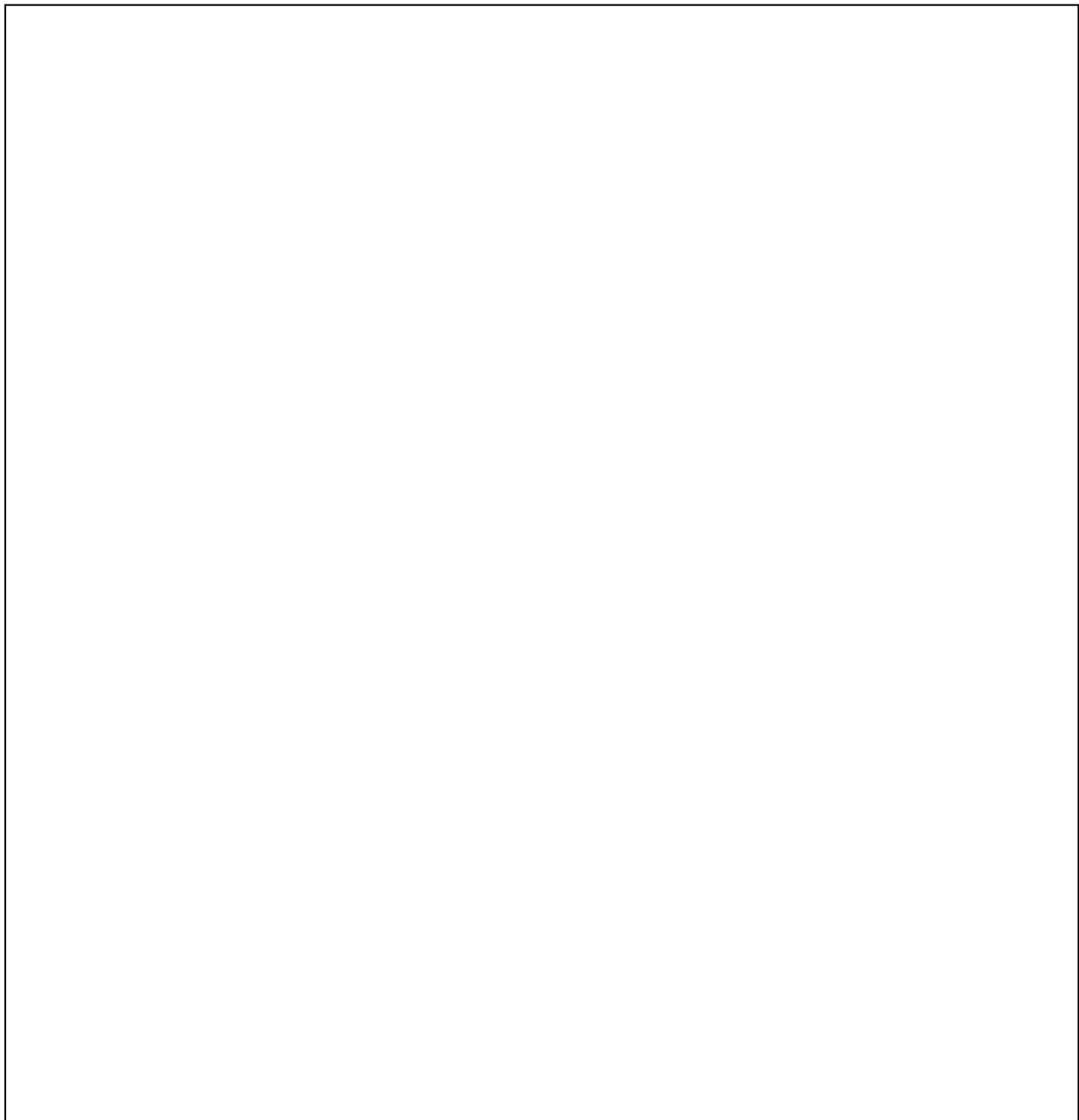
Date:

T2.2.11. HUMAN RESOURCE CAPACITY SCHEDULE

The aspects covered by T2.2.11.1, T2.2.12.2 and T2.2.12.3 will be viewed in conjunction with each other to establish an overall picture of the Bidder's capacity and ability to undertake the work specified in this document.

T2.2.11.1. Project Team Organogram vs. Company Organogram

The Bidder shall detail in the block below their company organogram and the Resources dedicated to this contract must be clearly indicated. In addition, sub-contractor and Joint-Venture arrangements must be clearly indicated:



cont.



T2.2.11.2. Proposed Team Member List (Internal & External)

[illegible]

cont...

T2.2.11.3. List of Current Contracts (Work Load)

Contract or Work Title	Client	Contract Value (excl. VAT)	Role ^{NOTE 1}	Progress
				Award Date: Completion Date: % Complete: Stage ^{NOTE2} :
				Award Date: Completion Date: % Complete: Stage ^{NOTE2} :
				Award Date: Completion Date: % Complete: Stage ^{NOTE2} :
				Award Date: Completion Date: % Complete: Stage ^{NOTE2} :
				Award Date: Completion Date: % Complete: Stage ^{NOTE2} :

NOTES

1. Role refers to the Contractor's responsibility w.r.t. the claimed experience for example Single Contractor, Main Contractor but with Electrical subcontractor, Sub-contractor for civil construction etc.
2. Stage refers to the current stage of the work (example design, procurement, construction, installation, commissioning, handed over, in Defects Liability Period etc.)
3. Attach additional signed copies of this schedule if insufficient space is available.

Name of Bidder: _____

Signed by or on behalf of Bidder: _____ Official Capacity: _____

Date: _____

T2.2.12. EQUIPMENT RESOURCE CAPACITY (COMPUTER EQUIPMENT)

The following are lists of major items of relevant equipment that are presently owned / leased / hired or planned to be purchased / leased / hired and will be available for this contract if the bid is accepted:

Qty	Equipment Description (including capacity/size etc)	Currently Own / Currently Lease or Hire / Plan to Purchase / Plan to Lease or Hire	% Utilisation	
			On other Contracts / Work	On this Contract/ Work

I, the Bidder, guarantee that all the above listed plant and equipment is readily available and/or will be provided when required on the works and maintained on the site in good condition and working order.

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official

Capacity: _____

Date: _____

T2.2.13. SAFETY, HEALTH, AND ENVIRONMENT

1. Safety and Health Policy

Bidders shall submit a copy of their company's internal Safety and Health Policy.

2. Safety, Health and Environment (SHE) Plan

Bidders shall submit the project specific SHE plan as per the project specific SHE Specification

3. Safety, Health and Environment (SHE) Risk assessment

Bidders shall submit the project specific SHE risk assessment.

4. DIFR Status

Bidders shall furnish their DIFR Status for 2 years in the table below, based on the following formula.

$$DIFR \text{ (annual)} = \frac{(\text{Number of Disabling Injuries})(200000)}{(\text{Number of Hours Worked})}$$

Number of Hours Worked (annual) = Total Number of Employees x Average Hours Worked per Employee per Year

	Current Year	Last Year
Number of Disabling Injuries		
Total Number of Employees		
Average Hours Worked per Employee per Year		
Number of Hours Worked per Year		
Calculated DIFR		

Table T2.2.17: Safety, Health, and Environment

Name of Bidder:

Signed by or on
behalf of Bidder:

Official

Capacity:

Date:



T2.2.14. DETAILS OF EQUIPMENT (INCLUDING MANUFACTURER'S DATA SHEETS & TECHNICAL PUBLICATIONS) (NOT APPLICABLE TO THIS BID)

[illegible]

Name of Bidder:

Signed by or on
behalf of Bidder:

Official Capacity:

Date:

T2.2.15. RECOMMENDED SPARES, SPECIAL TOOLS AND SERVICING FACILITIES (NOT APPLICABLE TO THIS BID)

Number recommended	Description	Price each
		R

SERVICING FACILITIES (Name and address of depot and available facilities).

.....

Special tools provided

.....

Name of Bidder:

Signed by or on
 behalf of Bidder:

Date:

Official
 Capacity:

T2.2.16. PROJECT RISK MANAGEMENT

PROJECT RISK MANAGEMENT REGISTER FOR CONTRACT									
Please fill in the blank columns labelled Response Strategy and Response action for Risk Event listed in the table below:									
RISK IDENTIFICATION						QUALITATIVE RISK ASSESSMENT		RISK RESPONSE PLAN	
#	RISK CATEGORY	RISK EVENT	CAUSE	EFFECT	THREAT OR OPPORTUNITY	PROBABILITY	IMPACT	RESPONSE STRATEGY	RESPONSE ACTIONS
1	IT	Scope requirements	Import or delivery delays	Installation and Configuration	Threat	Likely	High		
2	IT	Human resources unavailability	Resignations, Industry/Labour strikes	Project execution and implementation	Threat	Likely	High		
3	IT	Key Resources Turn-around Times	Unavailability of resources/delaying	Not meeting deliverables, missing deadlines	Threat	Likely	Medium		
4	IT	Unplanned interruption	Connectivity issues to Development, Quality Assurance and Production environments	Not able to access environments	Threat	Likely	High		

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____

T2.2.17. PENALTY TABLE (NOT APPLICABLE TO THIS BID)

The Bidder is required to acknowledge the penalty table by signing this schedule.

PENALTY TABLES						
DELAYS ON ITEMS ATTRACTING PENALTIES		Value of Contract (Excl VAT.) in millions R (Rands per day delay)				
		<1	≥1<5	≥5<20	≥20<50	≥50
1.	<u>PROJECT PREPARATION</u> <ul style="list-style-type: none"> Project Plan Project Charter Payment Schedule 	500	500	500	500	500
2.	<u>PROJECT EXECUTION AS PER PROJECT PLAN</u> <ul style="list-style-type: none"> Assessment and Report Detailed Project Plan Supply configuration of Hosted PBX and Telecommunication services Project Documentation. Project Sign Off 	500	500	500	500	500
3.	Faulty telecoms and related equipment: Quality of new network telecoms and related equipment on delivery <0.5% of non-functioning new network cables and related equipment (Dead on arrival)	0	0	500	500	500
4.	Repeat Hardware Failures: Repeated telecoms and related equipment failure incidents up to Five break fix incidents per calendar year	5000	5000	5000	5000	5000
5.	Warranty Hardware Break/Fix: The repair and return of telecoms and related equipment to the operational state in 4 hours (onsite)	500	500	500	500	500
6.	Warranty Hardware Break/Fix: Maximum time to return telecoms and related equipment to service is 24 hours (offsite)	0	0	500	500	500
8.	Telecoms and related equipment maintenance, Break/Fix: Maximum time to repair/replace and return telecoms and related equipment to operation is 24 hours (offsite)	500	500	500	500	500
10.	Delivery: Delivery of ordered telecoms and related equipment within 48 hours	0	0	500	500	500

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official
Capacity: _____

Date: _____

SECTION B: CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1. FORM OF OFFER AND ACCEPTANCE

C1.1.1. LETTER OF BID

LETTER OF BID

DESCRIPTION: THE ACQUISITION AND IMPLEMENTATION OF A HYDRAULIC MODELLING AND SURGE ANALYSIS TOOL

BID NO: 10394588/22R

TO: The Bid Submission Box
Rand Water Head Office
522 Impala Road
Johannesburg
Attention: Stanley Govender

We have examined the Conditions of Contract, Specifications, Drawings, Schedules, the attached Appendix and Addenda No.'s for the execution of the above named Works. We offer to execute and complete the Works and remedy any defects therein in conformity with this Bid which includes all said documents, for the total sum of in South **African Rand** (ZAR _____)

(_____)

Amount in Words inclusive of all taxes) or such other sum as may be determined in accordance with the Conditions of Contract.

The total ZAR value quoted above, to include the sum of imported equipment/material sourced directly from outside South Africa. The applicable currency of origin/s must be converted to South African Rand (ZAR) using the closing rate of exchange as published by SARB on the date, one week (7 day calendar days) prior to the closing date for the Bid.

The Bidder shall further complete the offer/letter and stipulate the sum in the currency of origin (i.e. Euro, USD, GBP or any other currency) as noted below.

for the sum of in **Euro** (€ _____)
(_____ **Amount in Words inclusive of all taxes***)
or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **USD** (\$ _____)
(_____ **Amount in Words inclusive of all taxes ***)
or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **GBP** (£ _____)
(_____ Amount in Words inclusive of all taxes *)
or such other sum as may be determined in accordance with the Conditions of Contract.

for the sum of in **any other currency** _____
(_____ Amount in Words inclusive of all taxes *)
or such other sum as may be determined in accordance with the Conditions of Contract.

***Applies to international suppliers that are registered for all taxes in South Africa**

We accept your suggestions for the appointment of the DAB, as set out in the Appendix to Bid.

We agree to abide by this Bid for a period of 90 days from the Submission Date and Time for Bids and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Bid.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed this Letter of Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Signature..... in the capacity of.....

duly authorized to sign bids for and on behalf of.....

Address:

Date:.....

Signature of Witness: _____

Signature of Witness: _____

Name of Witness: _____

Name of Witness: _____

Date: _____

Date : _____

C1.1.2. CONTRACT AGREEMENT

This Agreement made on the _____ day of (month) _____ (year) _____
between

RAND WATER
(hereinafter called “the Employer”)

And

(hereinafter called “the Contractor”).

Whereas the Employer desires that the Works known as **THE ACQUISITION AND IMPLEMENTATION OF A HYDRAULIC MODELLING AND SURGE ANALYSIS TOOL INCLUDING MAINTENANCE AND SUPPORT FOR A DURATION OF FIVE (5) YEARS** should be executed by the Contractor, and has accepted a bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a. The Letter of Award
 - b. The Letter of Bid (incorporating the Appendix to Tender)
 - c. The Conditions of Contract
 - d. The Employer’s Requirements
 - e. The Returnable Schedules
 - f. The Contractor’s Proposal
 - g. The Bid Addenda (where applicable)
 - h. Additional Information Provided by Contractor (where applicable)

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

Authorised signature of Employer

Authorised signature of Contractor

for and on behalf of the Employer

for and on behalf of the Contractor

Name: **SIPHO ABEDNEGO MOSAI**

Name: _____

Designation: **CHIEF EXECUTIVE**

Designation: _____

Date: _____

Date: _____

In the presence of the undersigned witnesses:

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

C1.2. CONTRACT DATA

C1.2.1. GENERAL CONDITIONS

The General Conditions of Contract are based on the “Client/Consultant Model Services Agreement” as published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).

Fourth Edition 2006

As published by the Federation Internationale des Ingenieurs-Conseils (FIDIC)

C1.2.2. PARTICULAR CONDITIONS OF CONTRACT

The General Conditions shall be amended by the Particular Conditions of Contract as detailed herein.

The following clauses – of the “Client/Consultant Model Services Agreement”, Fourth Edition 2006, as published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) shall be amended as stated below:

1 GENERAL PROVISIONS

1.1 Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

1.1.1 “**Accepted Contract Amount**” means the amount recorded in the Letter of Acceptance unless otherwise defined in the Contract Agreement; which amount may be adjusted under the terms of the Agreement.

1.1.2 “**Agreed Compensation**” means additional sums as defined in Annexure1 [*Remuneration and Payment Schedule*] which are payable under the Agreement.

1.1.3 “**Agreement**” means the terms and conditions comprising the documents listed in the Letter of Acceptance, unless otherwise defined in the Contract Agreement.

1.1.4 “**Client**” means Rand Water which is a body corporate established in terms of Section 83 of the Water Services Act 107 of 1997, who employs the Consultant, and legal successors to the Client and permitted assignees, to perform the Services.

1.1.5 “**Commencement Date**” means the date recorded in the Letter of Acceptance, unless otherwise defined in the Contract Agreement.

1.1.6 “**Consultant**” means the professional firm or individual named in the Agreement, who is employed by the Client to perform the Services.

1.1.7 “**Contract Documents**” means the Contract Agreement as well as all the documents listed therein, or the documents listed in the Letter of Acceptance if there is no Contract Agreement.

1.1.8 “**Country**” means the Republic of South Africa.

1.1.9 “**day**” means a calendar day and a “**year**” means 365 days.

1.1.10 “**Letter of Acceptance**” means the letter of formal acceptance, signed by the Client, of the Consultant's tender.

1.1.11 “**Party**” means the Client or the Consultant and “**Parties**” means the Client and Consultant collectively while “**third party**” means any other person or entity as the context requires.

1.1.12 “**Project**” means the project named in the Particular Conditions for which the Services are to be required.

1.1.13 “**Services**” means the services defined in Appendix 1 [*Scope of Services*] to be performed by the Consultant in accordance with the Agreement and comprise Normal Services, Additional Services and Exceptional Services.

1.1.14 “**Time for Completion**” means the time period stated for this purpose in the Particular Conditions.

1.1.15 “**Works**” means the permanent works (if any) to be executed (including the goods and equipment to be supplied to the Client) for the achievement of the Project.

1.1.16 “**written**” or “**in-writing**” mean hand-written, type-written, printed or electronically made, and resulting in a permanent un-editable record.

1.2 Interpretation

1.2.1 The headings herein shall not be taken into consideration in the interpretation of these Conditions.

1.2.2 The singular includes the plural and vice-versa where the context requires.

1.2.3 The documents forming this Agreement are to be taken as being mutually explanatory of one another, if there is a conflict between any of the provisions contained in the contract documentation the precedence of such documents shall be in the order prescribed in the Contract Agreement.

1.2.4 Words indicating one gender include all genders.

1.2.5 Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and signed by both Parties.

1.3 Communications

Whenever provision is made for the giving or issue of any notice, instruction or other communication by any person, such communication shall be in writing in the language of the Agreement, which notice, instruction or other communication shall not be unreasonably withheld or delayed.

1.4 Governing Language and Law

1.4.1 The language of the Agreement is English.

1.4.2 The Agreement shall be governed, construed and interpreted in accordance with the law of the Republic of South Africa.

1.5 Changes in Legislation

If after the date of the Agreement the cost or duration of the Services is altered as a result of changes in or additions to the laws or regulations in any country in which the Services are required by the Client to be performed the agreed remuneration and time for completion shall be adjusted accordingly.

1.6 Whole Agreement

The Contract Documents constitute the whole agreement between the Parties and no prior representation, and/or previous agreement, and/or representation, and/or previous agreement, and/or negotiations whether oral or written, which is not incorporated in the Agreement shall be of any force or effect. In addition, no representation or agreement or addendum varying, adding to, deleting or cancelling this Agreement shall be of any force or effect unless reduced to writing and signed non-electronically by both Parties.

1.7 Waiver

No grant by either Party to the other of any indulgences, condonation, waiver or allowance shall, in respect of any specific event or circumstance other than in respect of which the grant was made, constitute a waiver of the rights of the grantor in terms of the Agreement or an estoppel of the grantor's right to enforce the provisions of the Agreement.

1.8 Assignment

Neither the Client nor the Consultant shall, without the written consent of the other, assign the Contract or any part thereof or any obligation under the Contract.

1.9 Subcontracting

The Consultant shall not without the written consent of the Client initiate or terminate any sub-contract for performance of all or part of the Services.

1.10 Intellectual Property Rights

For the purposes of this Sub-Clause, Intellectual Property means statutory and common law proprietary rights in respect of patents, designs, copyright, know how, confidential information, domain names, drawings, data and all other rights in respect of Intellectual Property compiled, created or prepared in execution of the Services to be performed in terms of the Agreement.

As between the Parties, all rights, title and interest and copyright in and to any Intellectual Property, and other intellectual property rights in the Consultant's documents and other design documents made by (or on behalf of) the Consultant and in and to any and all documents prepared in connection with the Agreement shall vest in the Client.

1.11 Notices

Notices to be served under the Agreement shall be in writing and will take effect from receipt at the addresses stated in the Particular Conditions. Delivery can be by email and/or registered post.

1.12 Publications

The Consultant, either alone or jointly with others, shall not publish any material relating to the Services or the Project without the prior written approval of the Client.

1.13 Conflict of Interest Corruption and Fraud

Notwithstanding any penalties that may be enforced against the Consultant under the Law, the Client will be entitled to terminate the Agreement in accordance Sub-Clause 4.6.2 and the Consultant shall be deemed to have breached Sub-Clause 3.3.1 if it is shown that the Consultant is guilty of:

- a) offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or
- b) misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

1.14 Confidentiality

Unless otherwise provided for in the Agreement, and with the exception of those matters set out herein below, the Parties warrant that each shall keep confidential all matters relating to the Project, and that the Parties, their employees, agents and servants shall not divulge or disclose to any organisation or any person any information, data, documents, secrets, dealings, transactions or affairs relating to or incidental to the Works and/or the Project.

The obligation of confidentiality shall not apply to the following: -

- (a) any matter generally available in the public domain otherwise than as a result of a breach of this Sub-Clause;
- (b) any disclosure which may reasonably be required for the performance of that Party's obligations under the Agreement;
- (c) disclosure of information which is required by statute, regulation or any other law;
- (d) the provision of information to contractors, consultants, sub-contractors or suppliers for purposes of executing the Works and/or the Project, provided that the obligations of confidentiality herein shall be imposed mutatis mutandis upon such contractors, consultants, sub-contractors or suppliers in their respective contracts; or
- (e) the provision of information to any third person with the express written permission of the other Party.

2. THE CLIENT

2.1 Information

The Client shall timeously provide to the Consultant, free of cost, all information that may be reasonably required for the provision of the Services. The Consultant shall be entitled to rely on the accuracy and completeness of such information furnished by or on behalf of the Client.

2.2 Decisions

The Client shall give his decision on all matters properly referred to him in writing by the Consultant within a reasonable time so as not to delay the Services to be provided.

2.3 Equipment and Facilities

The Client shall make available, free of cost, to the Consultant for the purpose of the Services the equipment and facilities described in Annexure 2 [*Schedule of Personnel, Equipment, Facilities and Services of Others to be Provided by the Client*].

2.4 Client's Personnel

2.4.1 In consultation with the Consultant, the Client shall at his own cost arrange for the selection and provision of personnel in his employment to the Consultant in accordance with Annexure 2 [*Schedule of Personnel, Equipment, Facilities and Services of Others to be Provided by the Client*]. In connection with the provision of the Services such personnel shall take instructions only from the Consultant.

2.4.2 If the Client cannot supply Client's personnel for which he is responsible and it is agreed to be necessary for the satisfactory performance of the Services, the Consultant shall arrange for such supply as an Additional Service.

2.5 Client's Representative

2.5.1 The Client shall appoint a Client's Representative to carry out those duties delegated to him in terms of the Agreement and in addition shall monitor and report to the Client on conformance by the Consultant with the provisions of the Agreement. In addition, the Client's Representative shall be authorised to receive, on behalf of the Client, all notices, correspondence and other communications issued pursuant to the Agreement.

2.5.2 The Client's Representative shall have no authority to relieve the Consultant of any of its duties, obligation or responsibilities under the Agreement or to amend any of the terms thereof.

2.5.3 All services to be provided by the Consultant shall be to the reasonable satisfaction of the Client's Representative. In addition, the Client's Representative may instruct the Consultant to: -

- (a) appoint additional personnel at no cost to the Client where the Client's Representative considers that the Consultant is not complying with the provisions of the Contract and/or to
- (b) terminate the involvement of any person on the Contract where the Client's Representative considers the presence of such person to be contrary to the interests of the Agreement and/or the Project.

2.5.4 No approval given by the Client's Representative shall relieve the Consultant of its obligations under the Contract.

2.5.5 Where the Client's Representative is required to determine value, quantities, cost or extensions of time he shall consult and endeavour to reach agreement with the Consultant and in all cases shall determine such matters fairly, reasonably and in accordance with the Agreement.

2.5.6 The Client's Representative may from time to time delegate any of his duties to an assistant, and may at any time revoke any such delegation. Such delegation or revocation shall be in writing and shall not take effect until a copy of same has been delivered to both Parties.

2.5.7 Any determination, instruction, inspection, examination, test, consent, approval or other similar act by an assistant delegated in terms of Sub-Clause 2.5.6 shall have the same effect as if it had been

given by the Client's Representative itself. However, in the event of the Consultant questioning or disputing any determination or instruction, given by the said assistant, the Consultant may refer such matter to the Client's Representative, who shall confirm, reverse or vary such determination or instruction.

2.6 Services of Others

The Client shall at its cost arrange for the provision of services from others as described in Annexure 2 [*Schedule of Personnel, Equipment, Facilities and Services of Others to be Provided by the Client*] and the Consultant shall co-operate with the suppliers of such services but shall not be responsible for them or their performance.

2.7 Payment of Services

The Client shall pay the Consultant for the Services in accordance with Clause 5 [*PAYMENT*] hereof.

3. THE CONSULTANT

3.1 Scope of Services

The Consultant shall perform Services relating to the Project. The Scope of Services to be provided are as stated in Appendix 1 [*Scope of Services*].

3.2 Normal, Additional and Exceptional Services

3.2.1 Normal Services are those described as such in Appendix 1 [*Scope of Services*].

3.2.2 Additional Services are those described as such in Appendix 1 [*Scope of Services*] or which by written agreement of the Parties are otherwise additional to Normal Services.

3.2.3 Exceptional Services are those which are not Normal or Additional Services but which are necessarily performed by the Consultant in accordance with Sub-Clause 4.7 [*Exceptional Services*].

3.3 Duty of Care and Exercise of Authority

3.3.1 The Consultant shall exercise reasonable skill, care and diligence in the performance of its obligations under the Agreement.

3.3.2 Where the Services include the exercise of powers to certify or exercise discretion in terms of a contract between the Client and any third party the Consultant shall act in accordance with that contract, but as an independent professional acting with reasonable skill, care and diligence.

3.4 Client's Property

Anything supplied by or paid for by the Client for the use of the Consultant shall be the property of the Client and where practical shall be so marked.

3.5 Supply of Personnel

3.5.1 The personnel who are proposed by the Consultant to work in the Country shall be subject to acceptance by the Client with regard to their qualifications and experience; such acceptance shall not be unreasonably withheld.

3.5.2 Where the Client requires the Consultant to nominate key Personnel in Annexure 6 [*Schedule of Consultant's Key Personnel*] hereto, such Personnel shall not be removed from the Project without the Client's express permission. Substituted Personnel shall have equivalent qualifications and experience.

3.5.3 The Consultant shall furnish the Client and the Client's Representative with a list of addresses and telephone numbers of personnel in the Consultant's organisation who may be contacted in any emergency both during and outside normal working hours.

3.6 Consultant's Representative

3.6.1 The Consultant shall appoint a Consultant's Representative who shall give of his whole time to directing the execution of the Services to be provided by the Consultant in terms of the Agreement. In addition, the Consultant's Representative shall be authorised to receive, on behalf of the Consultant, all notices, instructions, consents, approvals, certificates, determinations, correspondence and other communications issued pursuant to the Agreement.

3.6.2 The Consultant shall not revoke the appointment of the Consultant's Representative without the prior consent of the Client's Representative.

3.6.3 The Consultant's Representative may from time to time delegate any of his duties to any competent person, and may at any time revoke any such delegation. Such delegation or revocation shall be in writing and shall not take effect until the Client's Representative has received prior notice signed by the Consultant's Representative, specifying the powers, functions and authority being delegated or revoked.

3.7 Changes in Personnel

3.7.1 If it is necessary to replace any of the personnel provided by the Consultant, the Consultant shall arrange for replacement by a person of comparable competence as soon as reasonably possible.

3.7.2 The cost of such replacement shall be borne by the Consultant except where the replacement is requested by the Client, and in such case:

- (a) the request shall be in writing stating the reasons for it; and
- (b) the Client shall bear the cost of replacement unless it is agreed that misconduct or inability to perform satisfactorily is accepted as the reason for the replacement by the Consultant.

3.8 Co-operation with Others

The Consultant may be required to perform the Services in conjunction with other consultants or specialists who are providing services to the Project and he may make recommendations to the Client in respect of such appointments for certain parts of the Project. In such case the Consultant shall only be responsible for his own performance and the performance of his sub-consultants or specialists who have specifically been appointed by the Consultant to assist him with the Services to be provided under this Agreement.

3.9 Statutory Obligations, Notices Fees and Charges

3.9.1 The Consultant shall at all times conform in all respects with the provisions of any Act of Parliament, Regulations, Bye-law of any Local or any other Statutory Authority or other Enactment having the force of law which may be applicable to the performance of its obligations under the Agreement and shall indemnify, and keep indemnified the Client, against damages that it may suffer as a result of any breach by the Consultant, its agents or employees, including any hired labour, of any such Act, Regulation, Bye-law or other Enactment and including all legal costs on the attorney and client scale which may be payable as a result of any claims or proceedings in respect of the Agreement.

3.9.2 The Consultant shall be responsible for payment of all costs, taxes, duties, levies and charges arising out of compliance with such laws and regulations.

3.9.3 The Consultant shall be liable for, and shall indemnify the Client against any claim arising out of the Consultant's non-compliance with any laws and regulations applicable to the execution of this Agreement.

3.10 Progress Meetings

3.10.1 The Consultant shall arrange and attend meetings with the Client and/or its representatives at the request of the Client, but not less frequently than once every month during the currency of the Agreement, in order to monitor the progress of the Services to be provided.

3.10.2 The purpose of the meetings is also to raise and address matters of concern to the Client, and/or the Consultant. The Consultant shall be responsible for chairing the meetings, taking minutes and distributing minutes within one week of the date of each meeting.

3.11 Safety Procedures

At all times the Consultant shall: -

- (a) comply strictly with the Client's site SHE Specifications/Rules, applicable legislation, other requirements and regulations from time to time in force, a copy of which is deemed to be incorporated into and shall be read as part of the Agreement;
- (b) be responsible for the safety and welfare of all its employees and shall comply to all relevant SHE requirements;
- (c) familiarize himself with all the Client's internal SHEQ systems, regulations, policies and procedures and all legislative or statutory requirements with regard to the health and safety of the Consultant's employees;
- (d) ensure that all his personnel are fully briefed with regards to all relevant policies and safety procedures and that all personnel have attended any required inductions;
- (e) ensure that all personnel sign their acceptance of these procedures and regulations – which signed documents are to be kept in a register which is to be made available at all times for inspection;
- (f) at its own cost provide all of its employees with all necessary safety equipment, namely, safety boots, hard hats, overalls etc. and will at all times adhere to the Client's standards as well as the site rules and regulations, including his sub-consultants and their employees, the South African safety regulations in particular, the Occupational Health and Safety Act (No. 85 of 1993) and relevant regulations and their latest revisions;
- (g) be responsible for the discipline of its employees and shall, at the Client's request, remove from the site any incompetent or undesirable employees.

3.12 Security

The Consultant shall at all times remain responsible for the security of his own equipment. In addition, the Consultant shall fully acquaint himself and strictly comply with all the Client's security regulations particularly with regard to personnel, plant, material and equipment entering or leaving the Client's property.

3.13 Health and Safety

3.13.1 The Consultant is responsible for the safety and welfare of its employees and Sub-consultants employed on the Project and shall provide medical facilities as such facilities shall only be provided for by the Client under special circumstances.

3.13.2 The Consultant's attention is directed to the requirements of the Occupational Health and Safety Act No. 85 of 1993 as amended, its Regulations and the site rules and regulations of the Client shall at all

times be adhered to by the Consultant, his employees and his Sub-consultants.

3.16 Protection of the Environment

The Consultant's attention is directed to Client's SHEQ Policy a copy of which is appended to the Agreement as Appendix 2 (Technical Part).

The Consultant shall comply with all requirements, stipulations and the like of any Environmental Impact Assessment undertaken and/or issued in respect of the Project and/or the Works.

4.COMMENCEMENT, COMPLETION, VARIATION AND TERMINATION

4.1 Effective Date

5. The Agreement is effective from the date of the Letter of Acceptance or on the effective date of the Contract Agreement whichever is the latter.

6.

4.2 Commencement and Completion

The Services shall be commenced on the Commencement Date, shall proceed in accordance with the Time Schedule in Annexure 3 [*Time Schedule for Services*], and shall be completed within the Time for Completion, subject to extensions in accordance with the Agreement.

4.3 Variations

4.3.1 The Client may order variations to the Services in writing or may request the Consultant to submit proposals, including the time and cost implications, for variations to the Services.

4.3.2 The incorporation into the Agreement of any variations to the Services ordered by the Client, including any increase in the Consultant's fees and reimbursable costs, shall be agreed between the Consultant and the Client.

4.4 Delays

If the Services are impeded or delayed by the Client or his contractors so as to increase the scope, cost or duration of the Services:

- (a) the Consultant shall inform the Client of the circumstances and probable effects;
- (b) the increase in scope and/or costs shall be regarded as an Additional Service; and
- (c) the time for completion of the Services shall be increased accordingly.

4.5 Changed Circumstances

If circumstances arise for which neither the Client nor Consultant is responsible and which make it irresponsible or impossible for the Consultant to perform in whole or in part the Services in accordance with the Agreement, he shall promptly dispatch a notice to the Client.

In these circumstances:

- (a) if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding 42 days for resumption of them; and
- (b) if the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

4.6 Abandonment, Suspension or Termination

4.6.1 The Client may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure.

4.6.2 If the Client considers that the Consultant is without good reason not discharging his obligations he can inform the Consultant by notice stating the grounds for the notice. If a satisfactory reply is not received within 14 days, the Client may by a further notice terminate the Agreement provided that such further notice is given within 35 days of the Client's former notice.

4.6.3 After giving at least 14 days' notice to the Client, the Consultant may by a further notice of a least 42 days terminate the Agreement, or at his discretion without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Services: -

- (a) when 28 days after the due date for payment of an invoice he has not received payment of that part of it which has not by that time been contested in writing, or
- (b) when Services have been suspended under either Sub-Clause 4.5 [*Changed Circumstances*] or Sub-Clause 4.6.1 and the period of suspension has exceeded 182 days.

4.7 Exceptional Services

4.7.1 Upon the occurrence of circumstances described in Sub-Clause 4.5 [*Changed Circumstances*] or abandonment or suspension or resumption of Services or upon termination of the Agreement otherwise than under the provisions of Sub-Clause 4.6.2 any necessary work or expense by the Consultant extra to the Normal and Additional Services shall be regarded as Exceptional Services.

4.7.2 The performance of Exceptional Services shall entitle the Consultant to extra time necessary for their performance and to payment for performing them.

4.8 Rights and Liabilities of Parties

4.8.1 Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.

4.8.2 After termination of the Agreement the provisions of Sub-Clause 6.4 [*Limit of Compensation*] shall remain in force.

5. PAYMENT

5.1 Payment to the Consultant

5.1.1 The Client shall pay the Consultant for Normal Services in accordance with the Conditions and with the details stated in Annexure 1 [*Remuneration and Payment*], and shall pay for any Additional Services at rates and prices which are given in or based on those in Annexure 1 [*Remuneration and Payment*] so far as they are applicable but otherwise as are agreed in accordance with Sub-Clause 4.3 [*Variations*].

5.1.2 Unless otherwise agreed in writing the Client shall pay the Consultant in respect of Exceptional Services:

- (a) as for Additional Services for extra time spent by the Consultant's personnel in the performance of the Services, and
- (b) the net cost of all other extra expense incurred by the Consultant.

5.1.3 Where the Client has required the Consultant to appoint selected consultants as the Consultant's sub-consultants, fees owed to those sub-consultants shall be due to the Consultant in addition to the Consultant's own fees.

5.2 Time for Payment

5.2.1 The Consultant shall submit monthly statements/invoices complete with all supporting documentation thereto to the Client by the 25th day of the month following the month in which the Services were rendered.

In the event that the Consultant fails to submit a statement by the 25th day of the month any late submission will only be evaluated in the next month.

Payment will be effected 30 days from date of statement.

5.2.2 If the Consultant does not receive payment by the due date in terms of Sub-Clause 5.2.1 he shall be paid Agreed Compensation at the rate defined in the Particular Conditions on the sum overdue reckoned from the due date for payment of the invoice until the actual date on which payment is received. Such Agreed Compensation shall not affect the rights of the Consultant stated in Sub-Clause 4.6.3.

5.3 Currencies of Payment

The currencies applicable to the Agreement are those stated in Annexure 1 [*Remuneration and Payment Schedule*]

5.4 Disputed Invoices

If any item or part of an item in an invoice submitted by the Consultant is contested by the Client, the Client shall give notice with reasons of his intention to withhold payment and shall not delay payment on the remainder of the invoice. Sub-Clause 5.2.2 shall apply to all contested amounts which are finally determined to have been payable to the Consultant.

5.5 Independent Audit

5.5.1 The Consultant shall maintain up-to-date records which clearly identify relevant time and expense and shall make these available to the Client on reasonable request.

5.5.2 Except where the Agreement provides for lump sum payments, not later than twelve months after the completion or termination of the Services, the Client can at notice of not less than 7 days require that a reputable firm of accountants nominated by him audit any amount claimed by the Consultant by attending during normal working hours at the office where the records are maintained.

6. LIABILITIES

6.1 Liability of the Parties

6.1.1 Neither Party shall be liable to the other for loss of profit or other special damages unless such loss of profit or other special damages was expressly contemplated at the time of entering into the Agreement.

6.1.2 In the event of the Client having a claim against the Consultant, the Client shall be entitled to set off such claim against any amounts due to the Consultant, or to deduct same from any security held by the Client, notwithstanding that such claim may be unliquidated.

6.2 Compensation

If it is considered that either party is liable to the other, compensation shall be payable only on the following terms:

- (a) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise;

In any event, the amount of such compensation will be limited to the amount specified in Sub-Clause 6.4 [*Limit of Compensation*].

6.3 Duration of Liability

Neither the Client nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in the Particular Conditions, or such earlier date as may be prescribed by law.

6.4 Limit of Compensation

6.4.1 The maximum amount of compensation payable by either party to the other in respect of liability under this Agreement is limited to the amount stated in the Particular Conditions. This limit is without prejudice to any Agreed Compensation specified under Sub-Clause 5.2.2 or otherwise imposed by the Agreement.

6.4.2 Each Party agrees to waive all claims against the other in so far as the aggregate of compensation which might otherwise be payable exceeds the maximum amount payable.

6.4.3 If either Party makes a claim for compensation against the other Party and this is not established the claimant shall entirely reimburse the other for his costs incurred as a result of the claim.

6.5 Indemnity

So far as the law governing this Agreement permits, the Client shall indemnify the Consultant against the adverse effects of all claims including such claims by third parties which arise out of or in connection with the Agreement including any made after the expiry of the period of liability referred to in Sub-Clause 6.3 [*Duration of Liability*], except insofar as they are covered by the insurances arranged under the terms of Clause 7 [*INSURANCE*].

6.6 Exceptions

Sub-Clauses 6.4 [*Limit of Compensation*] and 6.5 [*Indemnity*] do not apply to claims arising:

- (a) from deliberate default or reckless misconduct, or
- (b) otherwise than in connection with the performance of obligations under the Agreement.

7. INSURANCE

7.1 Professional Indemnity

The Consultant agrees to arrange and keep in force professional indemnity insurance cover in respect of the Services provided under this Agreement to the extent of the liability under Sub-Clause 6.4 [*Limit of Compensation*] until the time at which that liability shall cease in terms of Sub-Clause 6.3 [*Duration of Liability*]. The insurance cover may alternatively be provided by means of an equivalent performance bond.

7.2 Additional Insurances

The Consultant agrees to arrange and maintain at its own cost until the time at which liability shall cease in terms of Sub-Clause 6.3 [*Duration of Liability*], the following additional insurances: -

- (a) Third Party Liability Insurance;
- (b) Comprehensive Motor Vehicle Insurance;
- (c) Fidelity Guarantee;
- (d) Workers Compensation;
- (e) Group Personal Accident;
- (f) Group Life Assurance;

8. SETTLEMENT OF DISPUTES

8.1 Amicable Dispute Resolution

The Parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement, including the validity of the Agreement, and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

8.2 Mediation

Any such dispute or claim, which cannot be settled between the Parties, may be referred by the Parties, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties and, failing such agreement, shall be nominated by the Chairman of the Association of Arbitrators of

Southern Africa. The cost of the mediation shall be born equally between the Parties.

8.3 Arbitration

8.3.1 If either Party were unwilling to agree to mediation or be dissatisfied with the opinion expressed by the mediator or should the mediation fail then such Party may refer the dispute to arbitration by a single arbitrator to be mutually agreed upon or, failing agreement, to be nominated by the Chairman of the Association of Arbitrators (Southern Africa). The Arbitration shall be in terms of the Rules for the Conduct of Arbitrations as published by the said Association of Arbitrators. Referral to arbitration under this Sub-Clause shall take place within three months of the date of notice from either party declaring that the settlement negotiations under Sub-Clause 8.1 [*Amicable Dispute Resolution*] have failed, or, if mediation is agreed on, within three months of the date of the mediator's opinion or the date upon which the mediator declares that the mediation has failed, Claims not bought within the time periods set out herein will be deemed to be waived.

8.3.2 The said Rules shall be those Rules current at the date of declaration of the dispute.

8.3.3 The Arbitration shall be held in Johannesburg in the language of the Agreement.

CLAUSE	CLAUSE HEADING	CONDITION
5	PAYMENT 5.2 Time for Payment	Agreed compensation for overdue payment % per annum
6	LIABILITIES 6.3 Duration of Liability	Duration of liability is 5 years calculated from the commencement date.
	6.4 Limit of Compensation	Insert Rand Value

APPENDIX

DECLARATION OF INSURANCE

I hereby declare that the Insurances enumerated below have been effected in accordance with Conditions of Contract applicable to **Bid Number: 10394588/22R**.

I further declare that all premiums in respect of the insurances are fully paid up to date and that the insurances shall not be amended and/or cancelled without the prior knowledge and consent of the Employer.

Cover Effected	Insurer and Policy Number	Expiry Date
a) Contractors Equipment		
b COIDA		
c) Motor Vehicle Liability		
d) Manufacturing/Fabrication Premises		
e) Professional Indemnity (Where Applicable)		

N.B.: This Declaration of insurance must be completed and signed by

- i) The Contractor and.
- ii) The Insurer or Insurance Broker appointed by the Contractor

and returned to the Employer together with a letter of good standing from the Workman's Compensation Commissioner in respect of Item b) above.

SIGNED:

- i) For and on behalf of the Contractor

.....

Official Capacity:

SIGNED:

- ii) For and on behalf of the Insurer / Broker (delete whichever is not applicable)

.....

Official Capacity:

C1.2.2.1 PARTICULAR CONDITIONS OF CONTRACT APPLICABLE TO THE IMPLEMENTATION ASPECTS OF THE AGREEMENT

1. INTERPRETATIONS AND DEFINITIONS

- 1.1 In this Agreement, unless clearly inconsistent with or otherwise indicated by the context of the Agreement, the following words, terms or phrases have the following meanings:
- 1.1.1 **Acceptance** means written notification from Rand Water to the Consultant stating that a Deliverable has met its Acceptance Criteria;
- 1.1.2 **Acceptance Criteria** means the criteria agreed between the Parties against which Deliverables will be measured;
- 1.1.3 **Acceptance Tests** means the acceptance test procedure to be agreed between the Parties in the relevant schedules or appendices in respect of the acceptance testing of a Deliverable delivered by the Consultant in terms of this Agreement for the purposes of determining whether such Deliverable complies with the requirements as set out;
- 1.1.4 **Affected Performance** means any cause beyond either Parties reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, government agencies, delay or failure to receive government approvals, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, earthquakes, nuclear accidents, floods, power blackouts affecting facilities, unusually severe weather conditions, or delays associated with visa, immigration and/or custom problems not caused by a party hereto;
- 1.1.5 **Business Day** means any day, other than a Saturday, Sunday or an official public holiday in the Republic of South Africa;
- 1.1.6 **Business Hours** means from 08h00 to 16:30 on Business Days;
- 1.1.7 **Contract Change Procedure** means the contract change procedure set out in clause 8 below;
- 1.1.8 **Data** means any data, including personal information as defined in the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), Personal Data and/or any equivalent legislation of the jurisdiction(s) where the obligations in terms of this Agreement are being provided and/or performed, supplied to the Consultant by the Client or Processed on behalf of the Client by the Consultant;
- 1.1.9 **Data Breach** shall mean any breach of security leading to unauthorized or unlawful destruction, loss, alteration or disclosure of Data;
- 1.1.10 **Data Protection Laws** means all applicable law relating to data protection, privacy and security when processing Data under the Agreement. This includes without limitation applicable international, regional, federal or national data protection, privacy, export or data security directives (e.g. directives of the European Union), laws, statutes, regulations, rulings, decisions and other binding restrictions of, or by, any judicial or administrative body, whether domestic, foreign or international, including the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002) and the Protection of Personal Information Act, 2013 (Act No. 4 of 2013);
- 1.1.11 **Deliverable(s)** means any tangible or intangible product that is provided by the Consultant as a result of the Services to the Client pursuant to this Agreement;

- 1.1.12 **Developed Intellectual Property** means any Intellectual Property that is created by or on behalf of the Client in the course of this Agreement;
- 1.1.13 **Dispute** means any dispute or difference between the Parties in connection with or arising from this Agreement in the widest sense, including without limitation any dispute or difference in connection with or in respect of the conclusion or existence of this Agreement, the carrying into effect of this Agreement, the interpretation or application of the provisions of this Agreement, the Parties' respective rights and/or obligations in terms of and/or arising out of this Agreement and/or the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of this Agreement;
- 1.1.14 **Fee** means the sum as stated in the Form of Offer and Acceptance and payable by the Client to the Consultant in the manner detailed in this Agreement;
- 1.1.15 **Force Majeure** means any exceptional event or circumstance beyond a Party's reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, war or civil disturbance including Affected Performance;
- 1.1.16 **Intellectual Property** includes, any copyright (whether or not registered), design rights, inventions (whether or not patented), logos, business names, service marks and trademarks (whether or not registered), internet domain names, moral rights, rights in databases, data, methodology, source codes, reports, drawings, specifications, know how, business methods and trade secrets, applications for registration (or the right to apply for registration) for any of these rights and all other intellectual property with an equivalent or similar forms of protection;
- 1.1.17 **Material Breach** means a substantial failure by a Party to perform or fulfil its obligations under this Agreement, significant enough to permit the other Party terminate this Agreement and sue for damages;
- 1.1.18 **Milestone** means the agreed sequence and collective build of Deliverables as stipulated in this Agreement;
- 1.1.19 **Parties** means the Client and the Consultant and "a Party" means either of them;
- 1.1.20 **Personal Data** shall mean personal data as defined in the Data Protection Laws, including any information relating to an identified or identifiable individual (including, but not limited to, name, postal address, email address, telephone number, date of birth, social security number, driver's license number, other government-issued identification number, financial account number, credit or debit card number, insurance ID or account number, health or medical information, consumer reports, background checks, biometric data, digital signatures, any code or password that could be used to gain access to financial resources, or any other unique identifier) that is processed by the Consultant under the Agreement;
- 1.1.21 **Premises** means the premises at which the Services are being provided as more fully stipulated in this Agreement;
- 1.1.22 **Process** shall mean any operation, or set of operations, performed on Data, by any means, such as by collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction and "Processing" shall have a corresponding meaning;
- 1.1.23 **Project** means tasks and sub tasks work for the implement of the selected 'Solution', including a review of the project plan and scoping documentation;

- 1.1.24 **Project Charter** means the charter to be prepared by The Client and signed by the Parties which shall form part of the Agreement
- 1.1.25 **“Services”** means the services set out in the Relevant Documents in respect of which the Client has invited potential bidders to submit Proposals and which are set out in this Agreement;
- 1.1.26 **Service Levels** means the quantitative standards of performance according to which the Services are to be provided, as set out in this Agreement;
- 1.1.27 **The Consultant** means the successful bidder or its successor in title;
- 1.1.28 **The Consultant Intellectual Property** means the various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs; general purpose consulting and software tools which the Consultant has created, acquired or otherwise has rights in and which is known as its Intellectual Property;
- 1.1.29 **Signature Date** means the date of signature of this Agreement by a Party signing last in time;
- 1.1.30 **Staff** means any director, employee, agent, consultant, contractor or other representatives of a Party or its sub-contractors involved in the provision and/or receiving and/or use of the Services under this Agreement;
- 1.1.31 **Steering Committee** means the governance committee contemplated in clause 8 below;
- 1.1.32 **“Tender”** means Tender Number RW10394588/22R being the formal written invitation issued by the Client inviting potential bidders to submit proposals to the Client in respect of the supply of the services to the Client;
- 1.1.33 **Third Party** means a person other than the Parties or their Staff; and
- 1.1.34 **VAT** means Value Added Tax Act (Act No 89 of 1991), including any similar tax which may be imposed in place thereof from time to time;
- 1.2 Any reference to the singular includes the plural and vice versa.
- 1.2.1 These terms and conditions shall be construed and interpreted together with the terms of the General conditions referred to in C1.2.1 of the Agreement as well as the particular conditions contained in clause C1.2.2.
- 1.2.2 If there is a conflict between the general terms contained in clause C1.2.1 and C1.2.2.1, the terms of C1.2.2.1 shall take precedent.
- 1.2.3 If there is conflict between the terms contained the terms contained in clauses C1.2.1 and C1.2.2, the terms of C1.2.2 shall take precedent.
- 1.2.4 The terms contained in this clause C1.2.2.1 shall not apply in respect of the Services to be rendered under C1.2.2.2.
- 1.2.5 Any reference to natural persons includes legal persons and vice versa. Natural persons shall include corporate entities (corporate and unincorporated) and vice versa.
- 1.2.6 Any reference to a gender includes the other gender/s.
- 1.2.7 The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement, shall not apply to this Agreement.
- 1.2.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

- 1.2.9 The headings to the clauses in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.2.10 Any reference to an enactment contained in the Agreement is to the enactment as at the Effective Date of this Agreement, and as amended or re-enacted from time to time.
- 1.2.11 Terms other than those defined within the Agreement will be given their plain English meaning, and those terms, acronyms, and phrases known in the information and communication technology industry will be interpreted in accordance with their generally accepted industry meanings.
- 1.2.12 Any substantive provision, notwithstanding that it is only in this clause 1, conferring rights or imposing obligations on a Party, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 1.2.13 Use of the words includes or including means 'includes without limitation' or 'including without limitation' and the use of these or similar words shall not be limited to the meaning of the general words.
- 1.2.14 Any reference to days shall be construed as being a reference to calendar days unless qualified by the word Business.
- 1.2.15 A reference to a Party shall include the permitted successors and assigns of that Party.

2. APPOINTMENT AND DURATION

- 2.1 The Client hereby appoints the Consultant, with effect from the Effective Date, which hereby accepts the appointment, to render the Services to the Client on the terms and conditions of the Agreement.
- 2.2 This Agreement shall, in respect of Implementation Services, commence on the Effective Date and shall continue for the period of [TWELVE MONTHS] or until the Project has been completed and accepted by the Client.
- 2.3 Unless this Agreement is extended by mutual written agreement of the Parties in terms of clause 2.1 above, the Parties will have no right to assert any tacit renewal of this Agreement.

3. SERVICE LEVELS AND EXCUSED PERFORMANCE

- 3.1 The Consultant shall, in the provision of the Services, comply with the Service Levels.
- 3.2 The Parties agree that during the subsistence of the Agreement, penalties shall be charged in respect of failures to perform on time by the Consultant.
- 3.3 The Penalty set out in the penalty table T2.2.17 shall apply to all failures to perform or to deliver the required Services (or any part thereof) in accordance with the service standard stipulated in this Agreement.
- 3.4 Penalties will be calculated upon the completion of each Milestone within a reasonable time agreed upon by the Parties after the date of completion of any Milestone, the Client will deliver a report to the Consultant in respect of the Consultant's performance. The reports for each Milestone will be reviewed by the Steering Committee in order to determine whether Penalties are payable.
- 3.5 Penalties will be charged to the Consultant for non-completion of the Services on a specific Milestone in accordance with the agreed timeline as per penalty table in T2.2.17.
- 3.6 The Parties agree that penalties shall be reflected as a credit on the Consultant's next invoice or may be paid to the Client directly if the Penalty is owed upon termination of this Agreement.

In that regard, the Client shall, in respect of any penalty amount due to the Client, within 3 (three) years from the date of termination, provide the Consultant with the banking details upon which the penalty amount shall be paid.

- 3.7 Notwithstanding the above, the Consultant shall not be liable to the Client for any delay or failure to render the Services either at all or in a timely manner, where such delay or failure is attributable to a failure or delay by the Client in performing its obligations in terms of this Agreement.
- 3.8 For the avoidance of doubt, the Parties agree that the criteria as set out in 3.7 above shall include, but not be limited to circumstances arising as a result of:
- 3.8.1 The Client partly failing to perform to its obligations in terms of this Agreement;
 - 3.8.2 The Client's staff having a limited understanding of the Deliverables or Services, and where such limited understanding does not arise directly from inadequate training on the part of the Consultant in terms of this Agreement;
 - 3.8.3 The Client failing to consider any proposed Scope Change Document timeously in accordance with the provisions of project and the Client's governance procedures;
 - 3.8.4 The Client failing to complete the Acceptance Tests within the timeframe agreed to, in writing, by both Parties provided such failure is not as a result of any act or omission by the Consultant; and/or
 - 3.8.5 The Client failing to procure the cooperation of its Staff and other Third Parties in their interactions with the Consultant where such cooperation is strictly necessary for the Consultant to properly and timeously perform its obligations in terms of this Agreement.

4. PROJECT CHARTER

- 4.1 The Parties shall, as soon as possible after the Effective Date, prepare, jointly the Project Charter which shall detail all the services and other essential aspects necessary to implement the Agreement.

5. GENERAL OBLIGATIONS OF THE CLIENT

- 5.1 The Client will timely:
- 5.1.1 provide the Consultant, subject to prevailing security arrangements and standard procedures, access to the Premises;
 - 5.1.2 pay the Consultant the Fee entitled to in accordance with the payment clause contained in this Agreement;
 - 5.1.3 provide such assistance to the Consultant as the Consultant may reasonably require in connection with the provision of the Services;
 - 5.1.4 provide all resources, space, access, business process owners, infrastructure, and software relevant to the Services;
 - 5.1.5 instruct any Third Party, over which it has direct control, to perform its duties and functions as may be reasonably required by the Consultant to enable the Consultant to provide the Services; and
 - 5.1.6 ensure that all members of its Staff who make use of the Services have a reasonable level of proficiency, and have the requisite skills and knowledge, to do so.

- 5.1.7 provide suitably qualified staff member to the Project Team at a staffing levels and according to the timeline, with the business and technical skills required as defined by the Project roles;
- 5.1.8 provide subject matter specialists and super users will be available when needed to attend meetings, workshops and other activities;
- 5.1.9 provide full sponsorship and support for the Project, including approval of budget, resources, and timing;
- 5.1.10 ensure that the Consultant team members have appropriate access to the Client's corporate executives, Project leadership, managers, and employees;
- 5.1.11 facilitate the arrangement of necessary meetings with identified stakeholders and resources;
- 5.1.12 to allow the Consultant to access database for the extraction of accurate data in a predefined format, per the functional conversion specifications, for loading according to the Project timeline.
- 5.1.13 The Client is responsible for delays or additional costs associated with the unavailability of required the Client resources and for ensuring performance of its third parties.

6. OBLIGATIONS OF THE CONSULTANT

6.1 The Consultant shall employ suitably qualified and trained Staff to provide the Services to the Client in terms of this Agreement, provided that the Consultant shall be entitled, in its reasonable discretion, notwithstanding any other provision herein, to allocate Staff in accordance with the training, skills and knowledge required, provided further that any exercise of such discretion shall not negatively impact upon the provision of the Services by the Consultant to the Client as per scope outlined in the RFB. Further obligations of the Consultant are stated below;

- 6.1.1 The Consultant will have dedicated project and technical teams based onsite at the Client.
- 6.1.2 The Consultant shall ensure that 95% of the resources on the Project are skilled personnel and not trainees.
- 6.1.3 The Consultant will only manage their Project team.
- 6.1.4 The Consultant will fulfil its project tasks as per the agreed scope of work tendered on the RFB.
- 6.1.5 The Consultant will ensure success of Project deliverables and milestones with reasonable assistance from the Client when required which assistance shall not be unreasonably refused.
- 6.1.6 The Consultant will ensure timeous user Acceptance Tests and signoff of Deliverables/Milestones from relevant Project roles.
- 6.1.7 The Consultant will utilise the following from the Client:
 - 6.1.7.1 physical and logical access
 - 6.1.7.2 business process owners /project team members
 - 6.1.7.3 infrastructure and software to ensure momentum of project deliverables
- 6.1.8 Further obligations of both parties shall be set out in the governing project documents such as the Project Charter.

7. PAYMENT

- 7.1 As a consideration for the Services rendered, the Client shall pay the Consultant a portion of the Fee which is due and payable, inclusive of VAT at 15%, as per Payment Schedule attached in this document.
- 7.2 All amounts due and payable to the Consultant in terms of this Agreement shall be paid within 30 (thirty) days from the last day of the month in which the Services were rendered, and shall be subject to the Consultant submitting a valid VAT invoice no later than the last day of the month in which the Services were rendered. For instance, if the services were rendered in the month of April, date of monthly statement should reflect 30 April; such statement must be submitted to the Client on or before 10th working day of the following month to enable the Client to effect payment within the 30 days from date of statement. Example: Statement dated the 30th April should be submitted to the Client on or before the 14th May.
- 7.3 For any amounts payable by the Client to the Consultant under this Agreement, the Consultant shall invoice for payment of the price in respect of any Services rendered by the Consultant up to and including the last day of each month, thus the statement to the Client shall be dated the last day of the month the Services was rendered.
- 7.4 The Consultant shall deliver the statement specified in 7.3 above to the Client on or about the 10th working day of the month following the month in which such statement is dispatched.
- 7.5 All amounts due and payable by the Client shall be paid to the Consultant in South African Rand. The Client shall have the sole discretion to withhold payments due to the Consultant, should there be any issues relating to non-performance and/or failure by the Consultant to perform in terms of this Agreement.
- 7.6 To the extent that any the Client's delay impacts the ability of the Consultant to fulfil its obligations under this Agreement, the Consultant will not be liable for delays in providing its Services, resulting from such delays by the Client. Should there be delays by the Client, the parties shall, through the Steering Committee, agree on the new dates for execution of the Milestone and dates.

8. CONTRACT CHANGE PROCEDURE AND GOVERNANCE STRUCTURE

8.1 During the existence of this Agreement, events may occur which may cause a Party to request a change to the nature and scope of the Services provided. No such change shall be implemented unless the Parties comply to governance procedures of the project and those of the Client as contained in the Client policies and procedures and the applicable legislative framework.

8.2 Management of the Services and the relationship between the Parties shall vest in a Steering Committee to be constituted in accordance with the relevant provisions governance of the project. The Steering Committee shall function in accordance with the terms agreed by both parties in the Project Charter

9. WARRANTIES

9.1 The Consultant warrants that:

- 9.1.1 it and its Staff have the experience, ability, expertise and means to perform the Services in accordance with best practices and the standards of care and diligence customary in the industry applicable to the type of Services performed in terms of the Agreement;
- 9.1.2 it has all necessary rights, powers and authority to enter into and perform the Agreement, and the execution, delivery and performance of the Agreement by it have been duly authorised by all necessary corporate action;
- 9.1.3 it will perform the Services diligently, and in a proper workmanlike manner and in terms of professional guidelines and requirements as stipulated by the relevant professional governing body as well as in terms of its obligations as set out in this Agreement; and
- 9.1.4 the Intellectual Property provided by the Consultant will not infringe or misappropriate any Intellectual Property Right, confidential information, trade secret, privacy or other proprietary right of any Third Party or the Client.
- 9.1.5 Each Party represents and warrants to the other that it shall perform its respective obligations under this Agreement in a professional and workmanlike manner.

Except in respect to death or personal injury due to a Party's negligence, or arising from fraud, no Party makes any warranties, conditions or terms, express or implied, including without limitation as to satisfactory quality, fitness for a particular purpose with respect to the Services rendered, Materials provided, or the results obtained, and each Party agrees that all such other representations and warranties that are not provided in this Agreement are hereby excluded and disclaimed. No representation or statement not expressly contained in this Agreement or incorporated herein by reference shall be binding upon a Party as a warranty term or other term or otherwise.

9.2 The Client warrants that it has not been induced to enter into this Agreement by any prior representations, warranties or guarantees, whether oral or in writing, except as expressly contained in this Agreement.

9.3 The Consultant shall pass through to the Client the benefits of any warranties which it receives from the manufacturers and / or distributors of any Third Party products and services, to the extent permitted.

9.4 The Client warrants that:

- 9.4.1 it will perform its obligations, set out in this Agreement, diligently, in a timely manner, and in accordance with the instructions and requirements as agreed between the Parties;
- 9.4.2 by entering into this Agreement, it is not acting in breach of any agreement to which it is a party;
- 9.4.3 the capturing of Data provided by the Client to the Consultant does not and will not infringe the Intellectual Property Rights of any other person or breach any confidentiality obligations owed by the Client or any Data Protection Laws;
- 9.4.4 any hardware or software provided by the Client to the Consultant complies with the applicable laws and have been procured and/or installed legally; and
- 9.4.5 it hereby indemnifies and holds the Consultant harmless from any claim for damages by any Third Party as a result of the breach of warranties set out in clauses 9.4.1 to 9.4.4 above, including all costs incurred on an attorney and client basis.

9.5 The Parties acknowledge that, save for the warranties contained in this clause 8 or elsewhere in the Agreement, neither Party provides any other warranties except as required by applicable legislation.

10. PROVISIONS RELATING TO THE CONSULTANT'S STAFF

- 10.1 It is specifically recorded that the Consultant is an independent contractor and that neither the Consultant nor its Staff are employees, agents, consultants, sub-contractors, or other representatives of the Client.
- 10.2 Unless specifically agreed otherwise between the Parties, the Consultant's Staff shall at all times work under the direction and to the satisfaction of the Consultant.
- 10.3 Where for any reason the Client is not satisfied with the conduct or performance of any of the Consultant's Staff, the Client must immediately inform the Consultant thereof in writing, to enable the Consultant to institute appropriate action. The Client shall provide the Consultant with all information, documentation and assistance as may be reasonably required by the Consultant to effectively conduct any disciplinary or incapacity hearings, which is subject to the Labour Law provisions and processes.
- 10.4 Where the Consultant's Staff is required to provide the Services on site at the Premises, the Client undertakes to provide or procure a working environment for such Staff which is safe, secure and free of prohibited unfair discrimination and harassment.
- 10.5 Nothing in this Agreement shall be construed as giving rise to a relationship of a temporary employment service as contemplated in section 198 of the Labour Relations Act, 1998 (Act No. 66 of 1995), sections 82 and 83A of the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997), the Unemployment Insurance Act, 2001 (Act No. 63 of 2001), and any other relevant legislation.
- 10.6 With effect from the Effective Date of this Agreement, the Client shall allow the Consultant and its Staff unimpeded access to the Client's premises, systems and infrastructure for the purposes of fulfilling its obligations in terms of this Agreement.
- 10.7 The Consultant shall take all reasonable steps to comply, and ensure that its Staff comply with any practices and procedures including (but not limited to) any applicable policies, safety, health and environmental policies which are of general application to the Client's Staff, when

on the Premises. The Client shall notify the Consultant in writing of all such policies and procedures prior to the access of the Consultant and its Staff to the Premises and give the Consultant and its relevant Staff written notice within a reasonable time, after the Client's IT department became aware of such a policy or procedure. Such written notice will also be given in respects of any change in existing policies or the implementation of new policies.

11. ACCEPTANCE, RISK AND OWNERSHIP IN DELIVERABLES

11.1 The Acceptance of the Deliverables, and the risk and the ownership of the Deliverables will be dealt with in accordance with governance of the project and as supported herein below.

11.2 After a Deliverable or Milestone has been provided to the Client, the Client will test it to determine if it conforms to the applicable Acceptance Criteria.

11.3 Unless otherwise specified in governance of the project, the Client will have 10 (ten) days following the date of delivery of the Deliverable to conduct acceptance testing.

11.4 If the Client determines that the Deliverable does conform to the Acceptance Criteria, the Client shall notify the Consultant that it is Accepted.

11.5 The Client agrees that the Deliverable will be Accepted if it conforms to the Acceptance Criteria.

11.6 If the Client determines that the Deliverable does not operate in accordance with, or otherwise conform to, the applicable Acceptance Criteria, then the Client will provide the Consultant with a notice describing the reasons why it has failed to comply with the Acceptance Criteria.

11.7 Acceptance shall be deemed given if the Client has not provided the Consultant with written notice of Acceptance or with written notice that the Deliverable does not conform with the Acceptance Criteria within 10 (ten) days of delivery or when the Client first makes productive use of any such Deliverable whichever occurs first.

11.8 If Acceptance Criteria has not been specified in governance of the project, then the Deliverable is deemed to be considered final and Accepted by the Client on the Milestone date.

11.9 The Consultant shall after Acceptance or after the Cut-off Date, whichever is applicable in the circumstances, have no responsibility to the Client to:

11.9.1 amend or update the Deliverable;

11.9.2 monitor or consider the Deliverable any further; or

11.9.3 monitor or identify the occurrence of any subsequent event or its impact on the Deliverable.

11.10 Acceptance or the Milestone date, whichever may be applicable in the circumstances, in respect of the final or last Deliverable for the Services shall constitute acceptance by the Client of the Services and an acknowledgment or an acceptance by the Client:

11.10.1 that the Consultant has fulfilled all its obligations in terms of the Services;

11.10.2 of any scope extensions or additional Services requested by the Client and agreed to by the Consultant under governance of the project;

11.10.3 that all Fees and Expenses are due and owing to the Consultant per Payment Schedule; and

11.10.4 that the Agreement is satisfactorily concluded.

C1.2.2.2 PARTICULAR CONDITIONS OF CONTRACT – APPLICABLE TO TECHNICAL MAINTENANCE AND SUPPORT AGREEMENT

1. INTERPRETATIONS AND DEFINITIONS

1.1 In this Agreement, unless clearly inconsistent with or otherwise indicated by the context of the Agreement, the following words, terms or phrases have the following meanings:

- 1.1.1 **Anniversary** means a corresponding date within which the Agreement was concluded, being a 1 (one) year period after Effective Date of this Agreement;
- 1.1.2 **Commencement Date** means, in respect of the support and maintenance Agreement, the date commencing from the last date of the implementation Agreement;
- 1.1.3 **“Critical Availability Time”** is defined as between the hours of 8:00am and 4:30pm Monday through Friday, excluding public holidays. All other times, unless otherwise requested in a separate writing by the Client to the Consultant, will be considered Non-Critical Availability.
- 1.1.4 **“Database”** means a collection of data that is organized so that its content can easily be accessed, managed and updated. For the purpose of this Agreement the Database constitutes a Microsoft SQL 2014/R2 cluster.
- 1.1.5 **“Development Server”** means a server that is dedicated to development and testing of changes, enhancements or fixes of an on premise “HYDRAULIC MODELLING AND SURGE ANALYSIS TOOL”. The Development Server is owned by the Client and is located on the Client’s premises;
- 1.1.6 **“Downtime”** means a period of time during which a (computer) system is not operational, due to malfunction or maintenance being carried out;
- 1.1.7 **“Fixes”** means a repair or fix for a software problem or bug;
- 1.1.8 **“Software”** means the software program customised for the Client aimed at managing, viewing and reporting which is maintained by Consultant in terms of the provisions of this Agreement;
- 1.1.9 **Material Breach** means a substantial failure by a Party to perform or fulfil its obligations under this Agreement, significant enough to permit the other Party to terminate this Agreement and sue for damages;
- 1.1.10 **“Server/s”** means hardware dedicated to a particular purpose and which stores information and performs critical functions relating to the purpose;
- 1.1.11 **“Services”** means maintenance, enhancements, support and back-up of software environment which services have been clearly outlined and provided for in the Request for Bid which is contained herein and forms part of this Agreement.
- 1.1.12 **“User”** means the Consultant of the Client that either
 - a) Logs into the software and makes a call on the server at least once a month
- 1.1.13 **“System Reliability”** means the probability that a system, including all hardware, firmware, and software, will satisfactorily perform the task for which it was designed or intended, for a specified time and in a specified environment;

- 1.1.14 **“Time and Material services”** means time arranged and approved by the parties in which the services shall be rendered to the Client. Material services refers to the actual services to be rendered by “the Consultant” to the Client as and when required;
- 1.1.15 **“VAT”** means Value-Added Tax levied in terms of the Value-Added Tax Act No. 89 of 1991 as amended from time to time.
- 1.1.16 **“VPN”** (virtual private network) is a network that uses a public telecommunication infrastructure, such as the Internet, to provide remote offices or individual users with secure access to their organization’s network.
- 1.2 Any reference to the singular includes the plural and vice versa;
- 1.3 Any reference to natural persons includes legal persons and vice versa. Natural persons shall include corporate entities (corporate and unincorporated) and vice versa;
- 1.4 Any reference to a gender includes the other gender/s.
- 1.5 The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of this Agreement, shall not apply.
- 1.6 These terms and conditions shall be construed and interpreted together with the terms of the general conditions referred to in C1.2.1 of the Agreement as well as the particular conditions contained in clause C1.2.2.
- 1.7 If there is a conflict between the general terms contained in clause C1.2.1 and C1.2.2.2, the terms of C1.2.2.2 shall take precedent.
- 1.8 If there is conflict between the terms contained the terms contained in clauses C1.2.1 and C1.2.2, the terms of C1.2.2 shall take precedent.
- 1.9 The terms contained in this clause C1.2.2.2 shall not apply in respect of the Services to be rendered under C1.2.2.1
- 1.10 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.11 The headings Clause in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.12 Preamble shall be binding on the Parties and are not for information purposes only.
- 1.13 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

PART II: DURATION AND RESPONSIBILITIES OF THE PARTIES

12. DURATION

- 12.1 This Agreement shall, in respect of maintenance and support, commence on the Commencement Date as defined in these terms and shall continue thereafter for a period of sixty (60) months terminating on the fifth Anniversary of the Agreement.
- 12.2 Unless this Agreement is extended at the sole discretion of the Client through a written agreement with the Consultant, the Parties will have no right to assert any tacit renewal of this Agreement.

13. SCOPE OF THE AGREEMENT

- 13.1 The Client requires, and "Consultant" shall provide, the Service in accordance with the terms and conditions contained in this Agreement and the **Bid RW10394588/22R**.
- 13.2 The Parties wish to record the terms and conditions of their agreement in writing, as they hereby do.

14. OBLIGATIONS OF THE CLIENT

- 14.1 The Client shall be responsible for the following
- 14.1.1 Provide and ensure the availability of VPN access for the Consultant personnel to carry out services.
- 14.1.2 Where onsite activities are required - Upon arrival at the Client's site/s, the Client shall provide the necessary assistance to the Consultant personnel to enable them to carry out the Services.
- 14.1.3 Authorize a representative to sign the relevant Service report if required upon a Consultant representative completing performance of the Services in each separate incident.

15. OBLIGATIONS OF THE CONSULTANT

- 15.1 The Consultant shall in line with Bid **RW10394588/22R** and acceptance by the Consultant forming part of this Agreement will be the following:
- 15.1.1 to maintain the "Software" and the Database in a normal operating condition via remote VPN access;
- 15.1.2 to perform preventative maintenance to ensure increased Software Reliability and to reduce Downtime;
- 15.1.3 to perform all updates and testing on the Development Server;
- 15.1.4 to ensure that all Consultant's personnel performing the Services are suitably trained and professionally managed by the Consultant
- 15.1.5 to attend to Ad-hoc quality assurance checks shall be performed by the Consultant to ensure technical staff do not deviate from the Client standards and procedures;
- 15.1.6 the Parties shall meet upon request to monitor the Services and to address problem areas;
- 15.1.7 to provide the Client technical documentation relating to all aspects of the Software.

16. CONSIDERATION FOR THE SERVICES RENDERED

- 16.1 In consideration for providing the Services, the Client shall pay the Consultant the amounts specified in the statement provided.
- 16.2 For any amounts payable by the Client to the Consultant under this Agreement, the Consultant shall invoice for payment of the purchase price in respect of the Services rendered by the Consultant up to and including the last day of each month, thus the statement to the Client shall be dated the last day of the month the Services was rendered.
- 16.3 The Consultant shall be obligated to comprehensively define all costs associated with any Services to be rendered by them in terms of this Agreement and any omission by the Consultant in doing so shall be for its own account.
- 16.4 The Consultant shall deliver the statement specified above to the Client on or about the 10th working day of the month following the month in which such statement is dispatched.
- 16.5 The Client shall 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. For instance, if the Services were rendered in the month of April, date of monthly statement should reflect 30 April; such statement must be submitted to the Client on or before 10th working day of the following month to enable the Client to effect payment within the 30 days from date of statement.
- 16.6 In addition to the above, the Client shall be entitled to deduct, subject to consent from the Consultant, any amounts which may have specified reasons for entitlement and or become due and payable to the Client in accordance with this Agreement.
- 16.7 All Prices and charges set out in this Agreement are inclusive of Value Added Tax and any other statutory levies, taxes and imposts as may be levied thereon from time to time, which shall be added to all invoices at the statutory rate applicable from time to time.
- 16.8 Notwithstanding Clause 18.8 above, the Client shall, subject to the Consultant resolving the issues, have the sole discretion to withhold payments due to the Consultant, should there be any issues relating to non-performance, non-compliance with laws (including tax laws) and/or failure by the Consultant to meet the deliverables in terms of this Agreement. The Client shall withhold the amount until the Consultant has resolved any issues raised by The Client or upon rectification of any non-performance issues by the Consultant.
- 16.9 Compliance with all the laws and instructions as issued by South African Revenue Services relating to tax is required before payment of any amount due can be effected under this Agreement. Failure to comply may result in the Client invoking the provisions of clause 18.9.

GENERAL CONDITIONS APPLICABLE TO C1.2.2.1 AND C1.2.2.2

17. INTELLECTUAL PROPERTY AND INDEMNIFICATION

- 17.1 The Client retains all rights and interests in the Client's Intellectual Property, save as stated in this Agreement. The Consultant may have access to and use of the Client's Intellectual Property as is necessary for performance of the Services. In this regard, The Client grants the Consultant a revocable, non-exclusive license to use such Intellectual Property.
- 17.2 The Consultant retains all rights and interests in the Consultant's Intellectual Property save as stated in this Agreement. The Consultant grants to the Client a royalty-free, non-transferable license to use, and to permit its contractors to use, any Consultant's Intellectual Property embedded or incorporated in a Deliverable. The Client may use, and permit its contractors to use, the Consultant Intellectual Property solely for The Client's internal business purposes.
- 17.3 The Client will procure the right from its other contractors to permit the Consultant to use the Intellectual Property of those contractors' for the Client's internal business purposes, when so instructed by the Client. The Consultant may not use or disclose another contractor's Intellectual Property save as permitted by the Client. The Client will ensure that the same obligation applies to all other contractors using the Consultant's Intellectual Property.
- 17.4 Upon timeous payment of all amounts owing in respect of each Milestone, all Developed Intellectual Property contained in such Milestone will be the property of the Client, and in this regard the Consultant will irrevocably transfer all of its rights and interest in all such Developed Intellectual Property contained in such Milestone to the Client. The Consultant must, at the Client's request and expense, do all things and sign all documents required to transfer the Developed Intellectual Property to the Client or any successor in title. No compensation in addition to its payment under this Agreement will be paid to the Consultant for the transfer of Developed Intellectual Property. The Consultant must do all things reasonably necessary and sign all documents necessary to:
- 17.4.1 assist the Client or any successor in title in registering or otherwise protecting any Developed Intellectual Property transferred to the Client in terms of this Agreement; and
- 17.4.2 prove the subsistence of any Developed Intellectual Property for the purpose of enforcement and protection of the Developed Intellectual Property.
- 17.5 Any software tools owned or provided by the Consultant (including without limitation, software licensed or subcontracted from a third party) or any related specifications, tools, applications, routines, subroutines, techniques, systems, programs, or the embodiments of ideas, methodologies or formulas contained therein and related items and documentation or any discoveries created or developed by the Consultant or any of its employees, agents or subcontractors are and will remain at all times the Consultants property. Any writing or work of authorship, regardless of medium, created or developed by the Consultant in the course of performing the Services under this Agreement shall be owned by the Service Provide.
- 17.6 If the Consultant uses any Third Party Intellectual Property to provide the Services it must have the right to do so. If Third Party Intellectual Property must be used by the Consultant or any person contracted by it, then unless it is open source software it may only be used in the Services if the Third Party grants a license to the Client:
- 17.6.1 to use and adapt the Third Party Intellectual Property;
- 17.6.2 to permit its contractors to use and adapt the Third Party Intellectual Property; and

17.6.3 for Rand Water the Client's internal purposes on terms acceptable to the Client.

17.7 Any of the Client's software or the Client-provided third party software and related documentation owned by the Client or a third party will remain the property of the Client or such third party, respectively. Any writing or work of authorship, regardless of medium, created or developed by the Consultant in the course of performing the Services under this Agreement and directly relating to the Client's software or the Client-provided third party software shall be deemed a **"work for hire"** and shall be owned by the Client.

17.8 Notwithstanding, the parties acknowledge that this Agreement in no way limits or restricts Consultant from subsequently using any ideas, knowledge, know-how, techniques, and methodologies either known by it prior to this Agreement or discovered by it during the term of this Agreement.

17.9 The Consultant shall indemnify and defend the Client against any third-party claim asserting that the Solution, as and when made available to the Client by the Consultant and when properly used for the purpose and in the manner specifically authorized by this Agreement, infringes upon any IP Rights. The Consultant's obligation under this Section 20.2 is contingent upon the Client: (a) promptly giving notice to the Consultant within a reasonable period after the date the Client first

receives notice of the applicable infringement claim; (b) allowing the Consultant to have sole control of the defense or settlement of the claim; (c) reasonably cooperating with the Consultant during defense and settlement efforts; and (d) not making any admission, concession, consent judgment, default judgment or settlement of the applicable infringement claim or any part thereof (unless otherwise agreed by the Consultant in writing). The Client may monitor any such litigation or proceeding at its expense, using legal team member, independent or in-house, of its choosing. If any applicable infringement claim is initiated, or in the Consultant's sole opinion is likely to be initiated, then the Consultant may at its option and expense:

(i) modify or replace all or the allegedly infringing part of the Solution so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(ii) procure for the Client the right to continue using the allegedly infringing part of the Solution; or

(iii) remove all or the allegedly infringing part of the Solution, and: (aa) if the Client has paid a one-time upfront initial license fee for the applicable Solution, refund to the Client the corresponding portion of the license fee paid by the Client to the Consultant for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Effective Date; or (bb) if the Client is paying for the use of the Solution on a recurring basis, refund to the Client the corresponding portion of the unused recurring fee(s) paid by the Client to the Consultant for the applicable Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

The remedies provided in this Section 20.9 are the sole remedies for a claim of infringement or misappropriation hereunder.

17.10 This clause is severable from the remainder of the Agreement and shall survive termination of this Agreement.

18. DATA PROTECTION

18.1 Notwithstanding any other provision in this Agreement, the Client agrees that, for the Consultant to provide the Services, the Client's Data may be:

18.1.1 held on a variety of systems, networks and facilities worldwide including systems and databases used by Consultant help desks, service desks and/or network management centres used for providing the Service/s and/or used for billing, sales, technical, commercial and/or procurement purposes; and

18.1.2 located, hosted, managed, accessed or transferred worldwide.

18.2 The Client shall advise the Consultant what Personal Data, if any, is included in the Data provided by the Client (**Customer Personal Data**). Therefore:

18.2.1 the Consultant shall comply with any Data Protection Laws applicable to it in its Processing of The Client Personal Data under or by virtue of this Agreement;

18.2.2 the Consultant will only Process the Client Personal Data to the extent necessary to provide the Services in accordance with this Agreement and will implement and take appropriate and reasonable technical and organizational measures, in accordance with its security policies as amended from time to time, to protect the Client Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access of the Client Personal Data transferred outside of South Africa, including to Affiliated Company, subcontractors or suppliers where required to provide the Services; and

18.2.3 The Client shall provide sufficient notice and obtain sufficient consent and authorization, under any applicable laws, from any relevant data subject (as defined in terms of Data Protection Laws) to permit the Processing of any the Client Personal Data by the Consultant, its respective Affiliated Companies, subcontractors or suppliers as provided for in this Agreement.

18.3 The Client agrees that the Consultant, to the extent permitted by law, will not be liable for any complaint, claim or action brought by a data subject (as defined in terms of Data Protection Laws) arising from any action or omission by the Consultant to the extent that such action or omission:

18.3.1 resulted from any failure by the Client to comply with this clause 21; or

18.3.2 resulted from the Consultant complying with any instructions of the Client or acting on behalf of the Client in accordance with those instructions; and the Client shall indemnify, hold harmless and defend the Service Provider from and against any such claims or actions brought against the Consultant.

18.4 The Consultant shall at all times strictly comply with all applicable Data Protection Laws which may be in force from time to time.

18.5 The Consultant hereby warrants, represents and undertakes that it:

18.5.1 shall not, at any time Process Data for any purpose other than with the express prior written consent of the Client, and to the extent necessary to provide the Services; and

18.5.2 shall ensure that all its systems and operations which it uses to provide the Services including all systems on which Data is Processed as part of providing the Services, shall at all times be of a minimum standard required by all applicable Data Protection Laws.

18.6 The Consultant shall take reasonable steps to identify all reasonably foreseeable internal and external risks posed to Data under the Consultant's possession or control and establish and maintain appropriate safeguards against any risks identified.

18.7 The Consultant shall provide the Client with prompt reasonably detailed written notice in case the Consultant discovers any Data Breach, or any actual, pending or threatened enforcement proceeding, action, notification of breach, lawsuit against the Consultant, or a Consultant subcontractor, relating to Data. To the extent the Data Protection Laws require that an individual or authority be notified of a Data Breach, the Consultant shall at the Client's request and subject to the Client's prior approval of the content, form and timing, provide any notices to such an individual or governmental authority containing the information as mandated by the Data Protection Laws. The Consultant shall provide remediation services and other reasonable assistance to individuals impacted by the Data Breach directly or through a third party as required under the Data Protection Laws, or required by governmental authorities, or agreed by the Parties in writing. Upon the Client's request, the Consultant shall cooperate and provide the Client with information about the nature, circumstances and causes of the event at issue. The Consultant will take all necessary actions to prevent further losses and otherwise limit the consequences of the event at issue.

18.8 At any time during the term of this Agreement at the Client's written request or upon the termination or expiration of this Agreement for any reason, the Consultant shall promptly return to the Client all copies, whether in written, electronic or other form or media, of the Client's Personal Data in its possession, or securely dispose of all such copies, and certify in writing to the Client that such the Client Personal Data has been returned to the Client or disposed of securely. The Consultant shall comply with all reasonable directions provided by the Client with respect to the return or disposal of the Client's Personal Data.

19. LIMITATION AND EXCLUSION OF LIABILITY

19.1 Notwithstanding the form (whether in contract, delict, or otherwise) in which any legal action may be brought, neither Party's maximum liability to compensate the other Party for direct damages for any breach, act or omission arising out of this Agreement shall exceed the amount of the Fees actually paid by the Client to the Consultant under this Agreement for the Services which are the subject matter of the claim during the twelve (12) months period immediately preceding the date of the event that is the basis of the first claim.

19.2 In no event shall either Party or its Staff be liable for any indirect, incidental, special or consequential damages or losses (whether foreseeable or unforeseeable) of any kind (including, without limitation, loss of profits, goodwill, reputation, lost or damaged data or software, loss of use, downtime or costs of substitute products) arising from this Agreement.

19.3 Notwithstanding the above, neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.

19.4 Each Party shall have a duty to mitigate its damages arising from the other Party's breach of this Agreement.

19.5 Neither Party will be liable to the other Party nor any cessionary nor third party claiming through or on behalf of the other Party for any indirect, special, punitive or consequential damages arising out of or related to this Agreement.

20. FORCE MAJEURE

20.1 If either Party ("**the Affected Party**") is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by reason of Force Majeure, the Affected Party shall be relieved of its obligations hereunder during the period that such event and its consequences continue (but only to the extent so prevented), and shall not be liable for any delay or failure in the performance of such obligations hereunder or loss or damages, either general, special or consequential, which the other Party ("**the Counter Party**") may suffer due to or resulting from such delay or failure; provided always that the Affected Party shall have given written notice to the Counter Party of its inability to perform its obligations hereunder by no later than 30 (thirty) days after the event or events giving rise thereto shall first have occurred, and the Affected Party shall endeavour to rectify the cause of such Force Majeure event as expeditiously as possible in the circumstances. If the Parties are unable to agree upon an equitable modification within fifteen (15) calendar days after such thirty- (30-) calendar day period has expired, then either Party shall be entitled to serve thirty (30) calendar days' notice of termination on the other party with respect to only such Affected Performance. If the Affected Performance is continuing upon the expiration of such thirty (30) calendar days' notice period, the portion of this Agreement relating to the Affected Performance shall automatically terminate. The remaining portion of this Agreement that does not involve the Affected Performance shall continue in full force and effect. The Consultant shall be entitled to be paid for that portion of the Affected Performance for which it has completed.

20.2 The obligation of an Affected Party to rectify the cause of any Force Majeure event expeditiously shall not be construed as imposing on such Party any obligation to settle any strike, lock-out or other labour dispute on terms contrary to its reasonable commercial best interest and the manner of resolving such labour-related difficulties shall at all times remain the sole discretion of the Affected Party.

20.3 An Affected Party Invoking Force Majeure shall, upon termination of such event giving rise thereto, forthwith give written notice thereof to the Counter Party.

20.4 Should such Force Majeure continue for a period of more than 30 (thirty) days then either Party shall be entitled (but not obliged) to cancel this Agreement on written notice to the other Party in respect of any obligations still to be performed, but not yet due, hereunder.

20.5 Neither Party shall be entitled to invoke Force Majeure as a ground for any refusal to pay any amount which is due and payable to the other.

21. NON-SOLICITATION

The Parties shall not during the currency of this Agreement, or for a period of 12 (twelve) months following the expiration or termination of this Agreement, directly or indirectly solicit, engage, employ or offer employment to any Staff member of either Party who was involved in the execution of this Agreement, and shall not engage, employ or contract in any manner with any such Staff. If a Party was to the Staff member or a Personnel, then the other Party may suffer loss and would incur substantial time and money in hiring and training replacement(s) for those Personnel. Accordingly, if a Party to the Agreement, directly or through one or more subsidiaries or other controlled entities, hires either Party's Personnel at any time when such Personnel is employed or engaged by either Party or during the six (6) months after such employment or engagement ends, then such a Party shall pay to the Other as liquidated damages (and not a penalty) an amount equal to twelve (12) months of such Party's Personnel's salary and other compensation (including bonus or commission payments) at the time of leaving his/her employment or engagement with such a Party. For purposes of this provision, "hire" means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

22. BREACH AND TERMINATION

22.1 In the event of either one of the Parties (**Defaulting Party**) committing a Material Breach of any of the provisions of this Agreement and failing to remedy such breach within a period of 30 (thirty) days after receipt of a written notice from the other party (**Aggrieved Party**) calling upon the Defaulting Party to remedy the breach complained of, then the Aggrieved Party shall be entitled at its sole discretion and without prejudice to any of its other rights in law and/or in terms of this Agreement, either to:

22.1.1 claim specific performance in the terms of the Agreement; or

22.1.2 cancel the Agreement forthwith and without further notice and recover damages from the Defaulting Party.

22.2 Without detracting from the provisions of clause 25.1 above, the Aggrieved Party may summarily cancel this Agreement at any time by giving to the Defaulting Party notice of the cancellation if:

22.2.1 the Defaulting Party convenes a meeting of its creditors, makes an offer of compromise or makes a proposal for any other composition or scheme of arrangement with its creditors generally; or

22.2.2 the Defaulting Party commits an act which, if committed by an individual, would constitute an act of insolvency in terms of Section 8 of the Insolvency Act, 24 of 1936; or

22.2.3 the Defaulting Party is unable to pay its debts as contemplated in item 9 of Schedule 5 (Transitional Arrangements) of the Companies Act, 71 of 2008, when read with and as set out in Section 345 of the Companies Act, 61 of 1973, as amended; or

22.2.4 any receiver, administrative receiver, administrator, compulsory manager, judicial custodian, liquidator, business rescue practitioner or practitioner or the like is lawfully

appointed in respect of the Defaulting Party or any material part of the Defaulting Party's assets or revenues or the Defaulting Party requests any such appointment; or

22.2.5 the Defaulting Party convenes a meeting for the purposes of passing a special resolution for its voluntary winding up (solvent or insolvent) for filing with the Companies and Intellectual Property Commissioner similar regulatory body in any other jurisdiction where such person is domiciled; or

22.2.6 the Defaulting Party is sequestered or liquidated, as the case may be.

22.3 If the Client postpones, reschedules or cancels all or part of the Services (which in the case of training services includes non-attendance), by notice in writing to the Consultant, the following charges (if any) shall apply, together with any expenses incurred by the Consultant (and which the Consultant cannot have waived by taking reasonable steps):

22.3.1 If the Consultant receives the notice of postponement, rescheduling or cancellation less than five (5) working days prior to (but before) the agreed commencement date of the relevant Services, a charge equal to the following shall apply: the applicable rate multiplied by the number of days of Services postponed, rescheduled or cancelled, based on the estimate (up to a maximum of five (5) days per consultant), provided that should the Client postpone, reschedule or cancel any such Service 5 (five) Business Days before commencement day of rendering the Services, no such amount shall be paid by the Client. In this regard, and for avoidance of any confusion, the Client shall not be liable for any payment provided that the Client have given at least 14 Business Day notice of its intention to cancel, postpone or reschedule the Services. This clause shall apply mutatis mutandis to postponement, rescheduling and cancellation by the Consultant.

22.3.2 If the Consultant receives the notice of postponement, rescheduling or cancellation on or after the agreed commencement date of the relevant Services, a charge equal to the following shall apply: the applicable rate multiplied by the number of days of Services postponed, rescheduled or cancelled, based on the estimate (up to a maximum of ten (10) days per consultant), provided that should the Client postpone, reschedule or cancel any such Service 14 (fourteen) Business Days before the date of rendering such Service, no such amount shall be paid by the Client. In this regard, and for avoidance of any confusion, the Client shall not be liable for any payment provided that the Client have given at least 14 Business Day notice of its intention to cancel, postpone or reschedule the Services. This clause shall apply mutatis mutandis to postponement, rescheduling and cancellation by the Consultant.

For the sake of clarity: all fees due for the Services performed up to the effective date of the postponement, rescheduling or cancellation shall also be payable by the Client.

22.4 Termination or suspension of the Agreement under this Clause shall be without prejudice to any rights that may have accrued to either of the Parties, in respect of Deliverables or Services delivered or performed before the date of termination or suspension, specified in the notice. It is specifically agreed that, upon termination or suspension of this Agreement under this clause 25.4, no rights shall accrue to either Party in respect of Deliverables or Services not yet delivered or performed under the Agreement.

23. COMPLIANCE WITH LAWS AND TAX OBLIGATIONS

23.1 The Consultant warrants that it complies with all laws and regulations applicable to it, with its legal obligations pertaining to its business in general and to its obligations contained in Agreement as well as with all applicable requirements of any government department (whether national, provincial or local), other public authorities and regulating bodies (whether statutory or voluntary); and undertakes to continue to take all reasonable and necessary steps to ensure that such compliance is maintained.

23.2 The Consultant warrants that any of its undertakings in terms of this Agreement do not constitute a contravention in terms of any statute, statutory regulation, other law or regulating body's rules that it is bound by; and undertakes to continue to take all reasonable and necessary steps to ensure that this remains so.

23.3 The Consultant furthermore specifically warrants that it complies with all of its obligations in terms of all tax laws and regulations applicable to it, including but not limited to all of its obligations pertaining to the payment of income tax, capital gains tax, employees tax, value added tax, skills development levies, unemployment insurance fund levies, workmen's compensation fund levies, and all other taxes and levies payable both now or in the future and whether it is liable in the Republic of South Africa or other jurisdictions; and undertakes to continue to take all reasonable and necessary steps to ensure that this remains so.

23.4 The Consultant warrants that it is well acquainted with its obligations as contemplated in clauses 26.1 to 26.3, above and undertakes to take all reasonable and necessary steps to remain so.

23.5 Any specific warranties given by the Consultant in this clause 26.5 shall not in any way limit or affect the generality of the warranties and undertakings given in the rest of this Agreement. Such specific warranties and undertakings are merely included for the sake of additional clarity.

24. DISPUTE RESOLUTION

24.1 The disputes resolution mechanisms referred to in clause 8 of the Particular conditions in clause C1.2.2 above shall apply.

Nothing in this clause 27 shall preclude a Party from seeking interim or urgent relief from a court of competent jurisdiction.

25. NOTICES AND DOMICILIUM

25.1 The Parties hereby select as their respective *domicilia citandi et executandi* the following physical addresses: -

RAND WATER

522 Impala Road

Glenvista

2058

Tel: (011) 682-0974

Email: Imoloi@randwater.co.za

The Consultant Name

The Consultant Address Street

xxx

xxx

Tel: 011 xxx xxxx

Email: xxxx@xxxxxxxx.co.za

For attention: Consulting XXX Department

25.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by e-mail.

25.3 Any notice to a Party-

25.3.1 delivered by hand to a responsible person during Business Hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery (unless the contrary is proved); or

25.3.2 sent by email to its chosen email address shall be deemed to have been received on the date of despatch (unless the contrary is proved).

25.4 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered in terms of this clause 22.

26. GENERAL

26.1 Neither Party may vary, change, modify or cancel this Agreement (including this clause 29.1) unless such variation, change, modification or cancellation is in writing and executed by or on behalf of the Parties.

26.2 No indulgence, leniency or extension granted on the part of either Party in exercising any right conferred upon such Party in terms of this Agreement shall constitute a waiver of any such right as a novation of any term hereof, nor shall any single or partial exercise of any right preclude any other future exercise thereof, or the exercise of any right under this Agreement.

26.3 Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid, lawful, and enforceable. If any term or condition held to be invalid, unlawful, or unenforceable is capable of amendment to render it valid, lawful, or enforceable the Parties agree to negotiate an amendment to remove the invalidity, unlawfulness, or unenforceability.

26.4 Notwithstanding termination of this Agreement, any clause which, from the context, contemplates on-going rights and obligations of the Parties, shall survive such termination and continue to be of full force and effect.

<p>Authorised signature of Consultant Name:</p> <p>_____</p> <p>Name: _____</p> <p>Capacity: _____</p> <p>Date: _____</p> <p>Place: _____</p> <p>WITNESSES:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Date: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Date: _____</p>	<p>Authorised signature of Rand Water:</p> <p>_____</p> <p>Name: _____</p> <p>Capacity: _____</p> <p>Date: _____</p> <p>Place: _____</p> <p>WITNESSES:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Date: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Date: _____</p>
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PART C2: PRICING DATA

C2.1. PRICING ASSUMPTIONS

1. These Bills of Quantities (C2.2) shall be used to assist both parties in administering and agreeing to any changes/variations, which may arise during the course of the Contract.
2. These Bills of Quantities shall be used to calculate the value of work completed in the evaluation of interim/final payments.
3. The Contractor is deemed to have allowed opposite each item contained in these Bills of Quantities whatever costs and charges it may consider necessary for the carrying out, complying with and due observance of the provisions, conditions and requirements set out in the Contract.
4. No claim whatsoever will be entertained in respect of errors or omissions in pricing due to the brevity of a description of any item contained in these Bills of Quantities which items are fully described or can reasonably be inferred when read in conjunction with the relevant clauses provided for in the Conditions of Contract, Specifications, Drawings or other relevant documentation.
5. Any item left un-priced will be deemed to be provided for elsewhere and no claim for any extras arising out of the Contractor's omission to price any item will be entertained.

C2.2. PRICING SCHEDULES / BILLS OF QUANTITIES (BoQ)

Description	Amount (ZAR) Excl. VAT	Amount (ZAR) Incl. VAT
Implementation Costs		
Annual Licence Costs		
Training Costs (Approximately for 10 Users)		
Integration Costs		
Project Management Costs		
Total		

P.S. The Total above is for Implementation Only.

The Support and Maintenance contract will commence after the implementation contract has ended and the project closed by both parties as per the Implementation Terms and Conditions.

Below is the list of skilled resources identified, however, the tenderer may further list other required skilled resources for this support. The Bidder must fully complete and sign the Pricing Schedule:

Description							Amount
Project Implementation							
Maintenance and Support							
		<i>TIMEFRAME</i>	<i>UNIT PRICE</i>	<i>QUANTITY (Months)</i>	<i>Estimated Hours (Monthly)</i>	<i>Total</i>	
1	Software Developer	Hourly Rate		60	160		
2	Water Engineer	Hourly Rate		60	160		
3	Civil Engineer	Hourly Rate		60	160		
4	Mechanical Engineer (specialising in Water Distribution Systems)	Hourly Rate		60	160		
5	Project Manager	Hourly Rate		60	160		
Total Estimated Amount excluding VAT							
Total Estimated Amount including VAT							

NB: Total Estimated Amount Including VAT, this amount must be carried to form of offer

The Bidder is required to submit the following:

- Excel® format of the completed pricing schedule or BoQ in a USB flash drive.
- Printed format and signed version of the completed pricing schedule or BoQ.

Name of tenderer: _____

Signed on behalf of tenderer (name): _____

Authorised signatory: _____

Designation in the company: _____

Date: _____

PART C3: SCOPE OF WORK

C3.1. DATES FOR DELIVERY AND COMPLETION

1. It is estimated that the Contract will be placed on or before 31 March 2023 to commence with work.
2. The Bidder shall state the proposed start and completion dates based on the above approximate date, these dates shall comply with the dates mentioned below in C3.1.
3. The Bidder shall simultaneously fill in the period required to complete the work in days or weeks from the date of acceptance of the offer by the Employer. This shall be used to adjust dates should the Contract placement date vary.
4. The tool shall be handed over by 30 November 2023 and the Bidder's programme shall comply with this requirement by the Employer.

Table C3.1: Dates for delivery and completion

Item	Start Date	Completion Date	Working Period
Implementation of a Hydraulic Modelling and Surge Analysis Tool	31 March 2023	31 March 2024	12 Months
Maintenance and Support	03 April 2024	31 March 2028	60 Months

NOTE THAT A DETAILED PROJECT PROGRAMME MUST BE INCLUDED WITH THE BID SUBMISSION

Name of Bidder: _____

Signed by or on
behalf of Bidder: _____

Official

Capacity: _____

Date: _____

C3.2. SCOPE OF WORK

BACKGROUND

Rand Water currently utilises the ESRI ArcGIS software for the capturing, recording and maintenance of all of Rand Water's asset spatial intelligence and real physical location information. These data consist of asset unique name or number for identification, internal diameter, chainage from and to, date installed, internal lining, joints, wall type, wall thickness, date and length refurbished, drawing and WKS number, shape length, etc, global positioning system (GPS) coordinates representing latitude, longitude and elevation. There are about more than 786 pipe features in ArcGIS. Furthermore, Water Treatment Works, Pump Stations, Reservoirs, RW and Customer Meters, and RW Servitudes and Properties are modelled. However, WTWs, pump stations and reservoirs may not have all the pipework, conversely valves and pumps are not modelled. By combining ArcGIS with hydraulic modelling, both can offer a tremendous operational and analysis advantages. This will allow the business to get the most out of hydraulic modelling and analysis software and water hammer software.

Integration of an ArcGIS with a hydraulic model will allow Rand Water to get the most from its ArcGIS investment. Integration will provide up to date information, reduced response time, and accessibility of modelling elements and data to all ArcGIS tools and functionality. Thus ArcGIS should be a major component of any hydraulic modelling effort. Using accurate ArcGIS data will give planning engineers and operators more reliable information when evaluating existing deficiencies, service to potential developments, water quality, and operations. With integrated approach, Rand Water hydraulic model updates will occur much more frequently, because the laborious data transfer, clean up, and model building will be eliminated or at least greatly reduced. For a hydraulic model to be sustainable and current with respect to the dynamic changes to the system, an integrated approach is essential.

The length of RW network is more than 3500 km of pipes, mainly made of steel, with diameters ranging from 200mm to 3500mm. Suction and storage reservoir levels are used to control the network. Other key components of the RW bulk water network are:

- +/- 8 Dam and river abstraction points.
- A well
- About 10 more alternative water supply points are planned in the near future.
- +/-13 Flocculators and about 16 Sedimentation Tanks.
- Four main pressure systems boosting water to the Witwatersrand ridge.

- Although the system has four main pressure systems, it is substantially integrated to operate as a single operating model, testing the network's tolerance to deliver future demands. Past efforts include modelling the primary system, with four portions downstream of that (Mapleton, Eikenhof, Zwartkopjes, Palmiet systems) and then combining these into a single model.
- +/- 55 main secondary bulk zones (subsystems), as there are about 62 reservoirs (suction, storage, BPT), with capacities ranging from 11Mℓ to 650Mℓ.
- About 1700 supply point meters, with diameters ranging from 12 mm to 1000 mm.
- Many thousands of valves.
- More than 20 pump stations, with at least 160 pumps in operation.
- About 200 pumps or more have test points in the vicinity of the duty point. However, not all pumps have manufacturers information from zero flow to theoretical zero head. Pumps are tested on rotation, generally each pump is being tested every 18 to 24 months. All operating pumps have test points.

The existing EPANET model will be used as a functional reference.

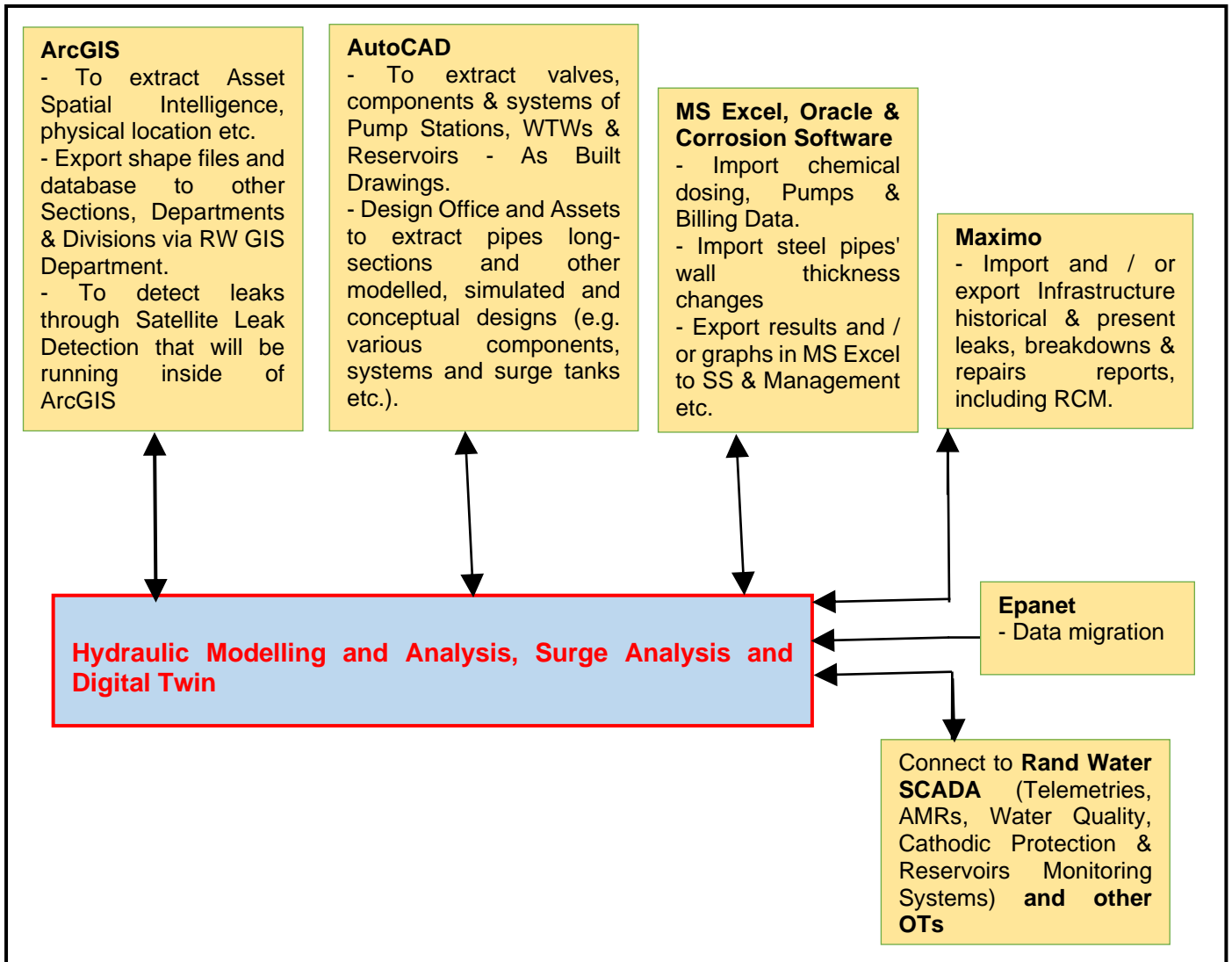


Figure 1. Integration of Desired Hydraulic Modelling & Surge Analysis Tool with Existing & Other Desired Rand Water Applications

The bidder to deliver the following, on completion:

The overall purpose and scope includes the acquisition, design, development, testing and implementation of a Hydraulic Modelling and Surge Analysis tool (HM&SA).

Tool scope:

Hydraulic Modelling and Surge Analysis tool (HM&SA) is required to meet all the functionality/business requirements as outlined below.

- The tool should be hosted on-premise.

- Capability with ArcGIS, AutoCAD, EPANET, SCADA, Maximo, MS Excel, and Oracle data files allowing bi-directional data files.
- Virtually replicate the whole RW water distribution system by re-constructing the model from scratch based on ESRI ArcGIS information - assets topology and physical location (geographic coordinate system), and detailed layout and pipes long section drawings in AutoCAD and PDF.
- Optimize model calibration and validation, analyse, simulate, manage and monitor the entire Rand Water network in real time through SCADA (telemetries, AMRs, water quality, cathodic protection and reservoirs monitoring sensors).
- Water consumption projections
- Analyse and simulate any transient condition.
- Generate Digital Twin of Rand Water hydraulic network including all the systems and components of water treatment works, pumping stations, reservoirs, pipelines, BPT and surge tanks.
 - To generate a comprehensive assets inventory.
 - To mimic network operations - realistically represent pump and valve controls, customer demands and model elements explicitly.
 - To collaborate across master planning, water demand management, design office and operations for better and faster decisions.
 - To quickly determine possible solutions before going to the site physically (comprehensive scenario management).
 - To quickly identify water loss to conserve water.
 - To prioritize assets refurbishment and renewal.
 - To simulate water quality.
 - To design new infrastructure according to South African, European, British and American engineering and manufacturing standards.
- Results Presentation – extensive result presentation tools permitting Planning engineers to quickly analyse data and create presentations encapsulating essential data for management.

The project scope includes:

The project to deliver the following:

- Acquired, installed, configured, integrated, tested (with UAT sign off) and an operational Hydraulic Modelling and Surge Analysis tool.
- Acceptance Certificates on completion of each deliverable
- Installation and Post-installation reports and tool documentation.
- Deployed solution to all identified users.

- Change management, including training and stakeholder communication.
- Process and system alignment.
- Stabilised tool; and
- Project management.
- Maintenance and Support for a period of five (5) years

The scope above includes the following:

- **Technical specification**
 - Technical design of the overall tool;
 - Supply, Installation, Configuration and Integration to other systems;
 - Data Quality Management mechanisms for the data repository as well as source system, including data transfer reconciliation mechanisms, as part of this project;
 - Implementation and roll-out, including deployment; and
 - System stabilization.
 - Disaster recovery – The tool should be restorable in the event of a disaster; using off-site backups to recover the entire system.
 - The tool that will be carried out from this initiative should be able to operate in a distributed and centralized environment
 - The tool should have a data import facility for offline data import
 - The tool should be able to operate the application on virtual server environment
 - Produce a result analysis report on Disaster Recovery
 - The tool should have standard back-up, recovery and restart procedures and programs as well as an active audit trail functionality.

- **Documentation:**

A full set of system documentation to be available in a format that allows the Rand Water IT team to effectively maintain and administer the system going forward. It includes:

- Designs and process mapping;
- Operational procedures, such as system instructions, DR and administration procedures; and
- Comprehensive Training material/user manuals per module.
- Provide Hydraulic Modelling and Surge Analysis Tool Specification

- **Training:**

- Provide end-user with interval training for a period of 100 working days i.e. five (5) calendar months.

Licenses

- 14 (fourteen) User Licenses will be required for Hydraulic Modelling and Analysis.
- 6 (six) User Licenses will be required for Surge Analysis
- 4 (four) User Licenses will be required for Digital Twin

The Bidder must refer to **Annexure C3.2: Scope of Work (including drawings, where applicable)** provided with this bid document.

ANNEXURE A

Annexure A: HYDRAULIC MODELLING & SURGE ANALYSIS TOOL			
Required Tool	Name of the Proposed Tool	System Requirements for the Proposed Tool	Comments
<i>Hydraulic Modelling and Analysis</i>			
<i>Surge Analysis</i>			
<i>Digital Twin for Water Distribution System</i>			
<i>If Other, please specify</i>			

ANNEXURE A: HYDRAULIC MODELLING & SURGE ANALYSIS TOOL		Weighting (%)	Compliant or Not Compliant	Evidence
1	TOOL CAPABILITIES, MAINTENANCE & TRAINING			
1.1	GENERAL	5.00%		
1.1.1	The tool must be database and operating system compatible	1.00%		
1.1.2	Ability to Work Offline; OFFLINE Capability to accept and reject changes	1.00%		
1.1.3	Sharing of network models - Consolidation and / or merging ability for the central reporting team	1.00%		
1.1.4	User management for the administration of different user roles with appropriate access rights	1.00%		
1.1.5	System performance monitoring	1.00%		
1.2	MODEL BUILDING TOOLS & DATA CONNECTION	24.00%		
1.2.1	Fully integrated with ESRI ArcGIS and ArcMap, and satellite leak detection.	1.50%		
1.2.2	Fully integrated with AutoCAD	1.00%		
1.2.3	Compatible with other CAD software	1.00%		
1.2.4	Built on EPANET's computational engine	1.00%		
1.2.5	Compatible with other GIS Shapefile, PDF, google earth image, BMP image, GIF image.	2.50%		
1.2.6	Fully integrated with Maximo Software, MS Excel and Oracle tabular data file.	1.50%		

ANNEXURE A: HYDRAULIC MODELLING & SURGE ANALYSIS TOOL		Weighting (%)	Compliant or Not Compliant	Evidence
1	TOOL CAPABILITIES, MAINTENANCE & TRAINING			
1.2.7	Ability to conduct data validation checks – to define a set of additional checks on network data to ensure that it is consistent with expected engineering values.	1.00%		
1.2.8	Tracing capabilities – users to identify, view, and modify distribution network connectivity and hydraulic boundaries.	1.00%		
1.2.9	Ability to support multiple background – layer support, aerial view and dynamic zooming.	1.00%		
1.2.10	Allow for elevation extraction from DEM, TIN, and from CAD drawings and surfaces.	1.50%		
1.2.11	Automate skeletonisation of pipes and skeletonisation support for isolation valves.	1.00%		
1.2.12	Ability to conduct demand allocations using (i) Meters' historical monthly water consumption data – automate data loading from Oracle Tabular and excel spreadsheet; (ii) Population (iii) Land use and (iv) other methods.	4.00%		
1.2.13	Ability to import and export KMZ files, different SCADA data files (historical), CSV & Microsoft SQL server databases.	2.00%		
1.2.14	Automate Model(s) calibration and validation	1.00%		
1.2.15	Seamless integration with Aveva and other SCADA systems with unlimited signal pack for live data connections to and from, to monitor bulk water distribution network in real time.	1.00%		

ANNEXURE A: HYDRAULIC MODELLING & SURGE ANALYSIS TOOL		Weighting (%)	Compliant or Not Compliant	Evidence
1	TOOL CAPABILITIES, MAINTENANCE & TRAINING			
1.2.16	Allow overlaying of SCADA data (telemetries, AMRs, sensors) on ArcMap, Shapefiles, Generated Hydraulic Network and AutoCAD drawing.	2.00%		
1.3	MODELLING ELEMENTS	10.00%		
1.3.1	River abstraction	1.00%		
1.3.2	Open channel or canal	1.00%		
1.3.3	Water Treatment Works (WTW), for examples, Flocculators, sedimentation tanks, filters etc.	1.00%		
1.3.4	Suction & Balancing Reservoirs	1.00%		
1.3.5	Air release valve, Scour Valve, Isolation Valves (Wedge Gate & Butterfly Valves etc.).	1.00%		
1.3.6	Accommodation of various types of Static and Dynamic Control Valves e. g. Pressure Reducing Valve, Pressure Sustaining Valve, Flow Control Valve etc.	1.00%		
1.3.7	Surge Relief Valves or Water Hammer Tanks	1.00%		
1.3.8	SCADA	1.00%		
1.3.9	Customer meter	1.00%		
1.3.10	Fixed speed pump & Variable Speed Pump	1.00%		
1.4	WATER DISTRIBUTION NETWORK ANALYSIS, SIMULATION, OPTIMISATION, OPERATIONS, MAINTENANCE, DESIGN, COSTING & MANAGEMENT	47.00%		

ANNEXURE A: HYDRAULIC MODELLING & SURGE ANALYSIS TOOL		Weighting (%)	Compliant or Not Compliant	Evidence
1	TOOL CAPABILITIES, MAINTENANCE & TRAINING			
1.4.1	Steady state and extended period simulations.	1.00%		
1.4.2	Rule-based logical controls.	1.00%		
1.4.3	Analyse, size, optimise, operate and monitor water treatment works.	5.00%		
1.4.4	Model fixed and / or variable speed pumps.	1.00%		
1.4.5	Model pumps realistically - engineers to see all of the pump station operating points on the pump curve.	1.00%		
1.4.6	Compute complex (e.g. both fixed and variable) pump curves.	1.00%		
1.4.7	(i) Compute and generate system head curves, and (ii) net positive suction head requirements to ensure cavitation free operation	2.00%		
1.4.8	Analyse energy and manage capital costs.	1.00%		
1.4.9	Schedule pumps	1.00%		
1.4.10	Calculate carbon emission	1.00%		
1.4.11	Model variable and constant head reservoirs.	1.00%		
1.4.12	Allow single and / or multiple inlet and outlet storage reservoirs to have any shape (i.e., diameter can vary with height)	1.00%		

ANNEXURE A: HYDRAULIC MODELLING & SURGE ANALYSIS TOOL		Weighting (%)	Compliant or Not Compliant	Evidence
1	TOOL CAPABILITIES, MAINTENANCE & TRAINING			
1.4.13	(i) Automate the determination of the required filling level of existing storage reservoirs depending on raw water availability (daily abstraction volume), and the state of water treatment modules (e.g. filters, flocculators etc.), pumps, valves, pipelines and consumption patterns of the consumers. (ii) Ability to generate a 24-hour to a 12-month Mass Curve (i.e. mass curves of cumulative inflow and cumulative outflow) for each reservoir.	2.00%		
1.4.14	Water demand projections at consumption meters	1.00%		
1.4.15	Compute friction headloss using the Hazen-Williams, Darcy-Weisbach, or Chezy-Manning formula including minor head losses for fittings, meters and bends etc.	1.00%		
1.4.16	(i) Compute and generate Total Energy Line, and Working and Transient Hydraulic Gradient profiles. (ii) Compute and generate a pressure envelope along the pipeline based on pre/determined steel grade(s) and wall thickness(es).	2.00%		
1.4.17	Allow pre-setting of pipelines' minimum and maximum velocities, operating pressure and storage reservoirs water levels	1.00%		
1.4.18	Alarm and / or notification alert if one of the pre-configured set-points is exceeded	1.00%		
1.4.19	Valves modelling - engineers to choose between several types of valves to allow realistic modelling of valves and valve headlosses.	1.00%		

ANNEXURE A: HYDRAULIC MODELLING & SURGE ANALYSIS TOOL		Weighting (%)	Compliant or Not Compliant	Evidence
1	TOOL CAPABILITIES, MAINTENANCE & TRAINING			
1.4.20	(i) Model, analyse and simulate any transient condition. (ii) Integrated or compatible with the existing KYPipe Surge Analysis Software older version.	2.00%		
1.4.21	Compute mass balances per zone (or unit) based on pressure, not flow.	1.00%		
1.4.22	Pressure-dependent demands, and Pressure Zone Manager ability.	1.00%		
1.4.23	Automate water balances per systems and subsystems – that is supply vs demand.	1.00%		
1.4.24	Ability to detect leaks.	1.00%		
1.4.25	Critical Analysis – series of automated runs to evaluate the effect of pipe breaks, valve and pump station failures on the sub/system(s) saving time of doing this process manually.	1.00%		
1.4.26	Generate digital twin of the hydraulic network, i.e. all the existing systems of systems (SoSs), including their systems e.g. pumps and components e.g. valves. To mimic network operations - realistically represent pump and valve controls, customer demands and model elements explicitly.	2.00%		
1.4.26(a)	Estimate values for non-telemetered points	1.00%		
1.4.26(b)	Analyse the entire network or main pressure systems (e.g. Eikenhof, Mapleton, Palmiet, Zwartkopjes) adequacy and assess the needs – development of infrastructure augmentation master plans.	1.00%		

ANNEXURE A: HYDRAULIC MODELLING & SURGE ANALYSIS TOOL		Weighting (%)	Compliant or Not Compliant	Evidence
1	TOOL CAPABILITIES, MAINTENANCE & TRAINING			
1.4.26(c)	Automate prioritisation of asset refurbishments and renewals – pumps, valves, and pipe links are ranked based on several aspects, including age, recorded leaks, cathodic protection (CP), geological condition of the surface surrounding the pipes, performance and other condition based criteria, amongst others.	1.00%		
1.4.26(d)	Design new components and / or systems of WTWs, reservoirs and pipelines. Conceptual designs should conform to API, EN, SANS, BS EN, PD 5500, AWWA design codes and guidelines.	1.00%		
	Optimal reservoirs sizing – ranging from 20Mℓ to 200Mℓ with any shape incorporating nominal, actual and actual useable storage capacity, relative positioning and how it will affect other assets.	1.00%		
	Optimal steel pipes sizing – ranging from 400 mm to 3500 mm internal diameter, positioning (horizontal alignment & vertical profile) and how other assets will be affected (e.g. existing customer meters).	1.00%		
	Design new pump(s) that meet pumping capacity requirements and maintaining optimal pumping efficiency.	1.00%		
	Design any surge protection device.	1.00%		
1.4.26(e)	Determine infrastructure commissioning stages (e.g. pump station's systems and components).	1.00%		
1.4.26(f)	Ability to test new equipment (e.g. pumps) or control sequences virtually, without risk to the real-world operations.	1.00%		

ANNEXURE A: HYDRAULIC MODELLING & SURGE ANALYSIS TOOL		Weighting (%)	Compliant or Not Compliant	Evidence
1	TOOL CAPABILITIES, MAINTENANCE & TRAINING			
1.4.26(g)	Ability to perform comprehensive scenario management – set up unlimited modelling scenarios within a single file to analyse and compare refurbishment, renewal and / or augmentation alternatives for multiple planning horizons, pump control strategies for energy-saving operation, shutdowns, cost-effective design alternatives, climate change e.g. drought, urbanisation, population growth and emigration etc.	1.00%		
1.4.27	Cost estimates (capital budget planning)	1.00%		
1.5	WATER QUALITY ANALYSIS & SIMULATION	5.00%		
1.5.1	Model storage reservoirs as being either complete mix, plug flow, or two-compartment reactors	1.00%		
1.5.2	Calculate the rate of a steel pipe or lining wall reaction – allow wall reaction rate coefficients to be correlated to the lining roughness in the steel pipe or steel pipe roughness.	1.00%		
1.5.3	Analyse constituents – concentration at all the consumption meters.	1.00%		
1.5.4	Calculate water age throughout the network, and at the consumption meters.	1.00%		
1.5.5	Source tracing – unlimited	1.00%		
1.6	RESULTS PRESENTATION	9.00%		

ANNEXURE A: HYDRAULIC MODELLING & SURGE ANALYSIS TOOL		Weighting (%)	Compliant or Not Compliant	Evidence
1	TOOL CAPABILITIES, MAINTENANCE & TRAINING			
1.6.1	Surge analysis specific reporting. Tables and graphs to indicate Flow Variations and Pressure Head for all positions in the system(s).	1.00%		
1.6.2	Personalize engineering libraries	1.00%		
1.6.3	Sorting and filtering on tabular reports.	1.00%		
1.6.4	Thematic displays using color, size, symbols and labels	1.00%		
1.6.5	Allow users to choose from several types of graphs	1.00%		
1.6.6	Results comparison	1.00%		
1.6.7	Integrated with enterprise resource planning systems - SAP and Tableau dashboard system	1.00%		
1.6.8	Publishing of models in 2D and / or 3D, including to mobile phones	1.00%		
1.6.9	Query Reports	1.00%		
TOTAL TOOL CAPABILITIES		100.00%		

C3.3. TIME AND MATERIAL RATES

C4. SITE INFORMATION