

	<b>REQUEST FOR BID PROFESSIONAL SERVICES</b>	Form No: RW SCM 00045 F Revision No: 08 Effective Date: 31 Jan 2023
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**BID NUMBER: RW10398796/23R**

## SUPPLY, DELIVERY AND PROVISION OF THE LOCAL AREA NETWORK CABLING AND MAINTENANCE SERVICES AT RAND WATER FOR A DURATION OF FIVE (5) YEARS

ISSUE DATE:	TUESDAY, 29 AUGUST 2023	
NON-COMPULSORY BRIEFING SESSION DATE:	N/A	
BRIEFING SESSION VENUE:	N/A	
CLOSING DATE:	THURSDAY, 28 SEPTEMBER 2023	AT 12H00 PM
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 SWORN AFFIDAVIT (EMEs and QSEs)	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
BUYER		SOURCING MANAGER	
CONTACT PERSON	Tshepo Morare	CONTACT PERSON	Ntikane Radebe
TELEPHONE NUMBER	011 682 0410	TELEPHONE NUMBER	011 682 0208
E-MAIL ADDRESS	tmorare@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><b>Rand Water invites bids for the SUPPLY, DELIVERY AND PROVISIONING OF THE LOCAL AREA NETWORK CABLING AND MAINTENANCE SERVICES AT RAND WATER FOR A DURATION OF FIVE (5) YEARS.</b></p>	
<b>Procurement Procedure</b>	Rand Water uses a single volume approach.
<b>Awarding Strategy</b>	<p>The maximum number of suppliers to be awarded this bid is ONE.</p> <p><i>Where the award is made to more than one supplier, Rand Water shall negotiate with the highest ranking pre-determined number of suppliers in order to normalise the prices, prior to award.</i></p>
<b>Access to the Bid Documents</b>	<p>The bid documents are downloadable on the National Treasury e-Tender Publication portal which can be accessed through the following link: <a href="http://www.etenders.treasury.gov.za">http://www.etenders.treasury.gov.za</a>.</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>
<b>Bid Clarifications</b>	<p>Bidders can seek clarification by no later than <b>fifteen (15)</b> calendar days before the bid closing date.</p> <p>Rand Water will provide a final response on clarifications by no later than <b>ten (10)</b> calendar days before the closing date.</p>
<b>Bid Addenda</b>	Rand Water shall issue addenda, where applicable, by no later than <b>ten (10)</b> calendar days before the closing date. Bid addenda will be published on the eTender Publication Portal.
<b>Bid Submission Location</b>	<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>
<b>Bid Validity</b>	<p>To be valid for <b>180</b> days after closing date</p> <p>Rand Water reserves the right to extend the validity period for a period reasonable for business requirements.</p>

<b>Subcontracting</b>	<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>
<b>Rotation of Suppliers</b>	<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>
<b>Site Viewing Date/s, Time, and Venue</b>	<p><b>Dates: 04 September to 08 September 2023</b>  <b>Time: 09H00 am</b></p> <p><b>Sites</b></p> <ol style="list-style-type: none"> <li>1. Rietvlei (RV)</li> <li>2. Zwartkopjies</li> <li>3. Central Depot (CD)</li> <li>4. Palmiet</li> <li>5. Eikenhof</li> <li>6. Zuikerbosch (ZB)</li> <li>7. Vereeniging (VG)</li> <li>8. Mapleton</li> </ol> <p><b>Note:</b> Bidders should meet at Rand Water Head Office at 09H00 am. Bidders should attend the site viewing in order to finalise the Bill of Material (BOM) and Quantities. The bidders should at least bring a maximum of four (4) resources. These resources will be split across all the afore-mentioned sites.</p>

## 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"> <li>• 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.</li> <li>• Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions.</li> <li>• Pricing Data must reflect all assumptions in the development of the pricing proposal.</li> <li>• <i>The pricing of the alternative bid offer may not exceed the pricing of the main bid offer.</i></li> </ul> <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 <b>one (1)</b> copy of the bid document and returnables. 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><b>a) Test for responsiveness/Pre - qualification</b>  <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>b) Functionality evaluation</b>  <i>Refer to the criteria as stated in T1.3 of this bid document. A minimum score of <b>70 points</b> must be obtained for the bid submission to be considered further.</i></p> <p><b>c) Preference Point System</b>  <i>The (80/20 or 90/10) Preferential Point System will be used to evaluate price and specific goal on received written price quotations. Where 80/ 90 will be allocated for Price and 20 / 10 for the Specific goals.</i></p> <p><b>i. Price Analysis</b></p> <p><b>ii. Specific Goals</b></p> <p>Rand Water specific goal is to empower previously disadvantaged designated groups. This specific goal will be evaluated and measured by using the SANAS accredited B-BBEE certificate or sworn affidavit for QSE or EME or the DTIC B-BBEE certificate.</p> <p><b><i>Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</i></b></p> <p><b>WHERE PROCUREMENT VALUE IS R0 &lt; R50 000 000 (INCL. VAT):</b></p> $P_s = 80 * \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

The following table will be used to calculate the score out of 20 for BBEE:

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<sub>P</sub> = 10/20 maximum)**

Quantification of procurement contribution to B-BBEE

	<p>Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</p> <table><tr><th>B-BBEE Status Level of Contributor</th><th>Number of point (90/10 system)</th><th>Number of point (80/20 system)</th></tr><tr><td>1</td><td>10</td><td>20</td></tr><tr><td>2</td><td>9</td><td>18</td></tr><tr><td>3</td><td>6</td><td>14</td></tr><tr><td>4</td><td>5</td><td>12</td></tr><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. <b>Such a bidder will score zero (0) out of maximum of 10 for B-BBEE</b></p> <p><b>d) Objective Criteria</b> Refer to the criteria as stated in <a href="#">T1.3 Evaluation Criteria</a> 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><b>SUMMARY</b></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 BBEE status points (PP) i.e. <b>PT = Ps + PP</b></p> <p><b>Rand Water does not bind itself to accept the bid with the highest number of adjudication points.</b></p>	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	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant contributor	0	0
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																													
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.
2. The use of correction fluid or any other similar substance to make corrections is not permitted.
3. A letter or certificate indicating that the bidder is a **registered** OEM network cabling infrastructure **partner** (letter must be on an OEM letterhead).
4. Annexure A must be fully completed and signed.

### T1.3.2. FUNCTIONALITY EVALUATION

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

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><b><u>Record of Previous Experience relevant to the current scope/ work (with contactable client reference.)</u></b></p> <p>This is based on contractor history and managing projects of Network Cabling. The reference must be a written letter or affidavit from clients.</p> <p>Adjudicated based on the Bidders Track record for Local Area Network Cabling and Maintenance Projects only for a minimum of 500 network points.</p> <p>The bidder must provide a minimum of three (3) signed client reference letters.</p>	T2.2.10	10	<p><b>4-point scale</b></p> <p><b>Unacceptable – 0%</b></p> <p>- Submission of reference letter not meeting a minimum of 500 network points and none of the following:</p> <ol style="list-style-type: none"> <li>a. Client/customer name and physical address.</li> <li>b. Customer contact person's name, telephone number and email address.</li> <li>c. Project or service scope of work including the number of network points.</li> <li>d. Project start and end-date</li> </ol>

CRITERION	RETURABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
			<p><b>Weak – 33.3%</b>            A company with a reference with one project meeting a minimum of 500 network points and supported letter/affidavit from a client or government customer to whom the projects of services were delivered.</p> <p><b>Moderate – 67.7%</b></p> <ul style="list-style-type: none"> <li>- A company reference with two detailed projects and supported two letters /affidavits from clients or government customers to whom the projects of services were delivered.</li> <li>- The letter or affidavit must have details of the two projects with a minimum of 500 network points per project.</li> </ul> <p><b>Good – 100%</b></p> <ul style="list-style-type: none"> <li>- A company letter or affidavit with three or more projects including three or more letters or affidavits from clients or government customers to whom the projects or services were delivered.</li> <li>- The letter or affidavit must have details of a</li> </ul>

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
				<p>project with a minimum of 500 network points each.</p> <p>NOTE: The below is applicable to all the above rating scales:</p> <p>a. A company reference must have details of the projects with a project name, detailed scope of work with number of network points. Each letter or affidavit must be signed, dated, and written on a reference client/customer letterhead with the following indicated:</p> <p>b. Client/customer name and physical address.</p> <p>c. Customer contact person's name, telephone number and email address.</p> <p>d. Project or service scope of work including the number of network points.</p> <p>e. Project start and end-date</p>
B	<p><b><u>Human Resource Capacity</u></b></p> <p>Adjudicated based on Human Resource Capacity of the individual Team Leaders and a minimum of six (6) CVs with relevant experience.</p>	T2.2.11	10	<p><b>4-point scale</b></p> <p><b>None – 0%</b></p> <ul style="list-style-type: none"> <li>- No submission.</li> <li>- Only CVs of Team Leaders with relevant experience in Network Cabling with neither organogram, list of</li> </ul>

CRITERION	RETURABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
<p>Also provide an organogram with the list of the resources under each Team Lead.</p> <p>The purpose is to establish the type of resources that will be leading the project teams.</p> <p>The Local Area Network cabling resources must have a minimum of five (5) years' experience in Local Area Network cabling implementation projects with the following experience:</p> <ul style="list-style-type: none"> <li>- Experience in LAN Cabling projects implemented.</li> <li>- Experience in fibre splicing.</li> </ul> <p>The bidder must have at least one certified Electrician and one Civil Works technician. Both must at least have five (5) years' experience as an Electrician and Civil Works technician. Please attach proof of qualifications and CVs for the resources.</p> <p><b><u>Project Management Role</u></b></p> <p>Adjudicated based on the allocation of a Project Manager (PM) and previous experience in project management related to Network Cabling.</p> <p>The bidder must have a dedicated project manager with a minimum of five (5)</p>			<p>resources, nor CV's and relevant certificate of an electrician, civil works technician and Project Manager.</p> <p><b>Weak – 33.3%</b></p> <ul style="list-style-type: none"> <li>- One to Two CVs of Team Leaders with relevant experience in Network Cabling and organogram.</li> <li>- CV and relevant certificate of an electrician,</li> <li>- CV and relevant certificate of a civil works technician</li> <li>- CV of the assigned Project Manager with minimum of five (5) years Network Cabling project management experience.</li> </ul> <p><b>Moderate – 66.7%</b></p> <ul style="list-style-type: none"> <li>- Three to five CVs of Team Leaders with relevant experience in Network Cabling and organogram.</li> <li>- CV and relevant certificate of an electrician,</li> <li>- CV and relevant certificate of a civil works technician</li> <li>- CV of the assigned Project Manager with minimum of five (5) years Network Cabling project management experience.</li> </ul> <p><b>Good – 100%</b></p> <ul style="list-style-type: none"> <li>- Five or more CVs of Team Leaders with relevant experience in</li> </ul>

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
	<p>years of Network Cabling experience in Project Management. The PM will manage the implementation process from beginning to end.</p> <p>The project manager must ensure availability of resources and all project documentation including project charters, plans, design documents and all other related documents are developed and approved by Rand Water.</p>			<p>Network Cabling and organogram.</p> <ul style="list-style-type: none"> <li>- CV and relevant certificate of an electrician,</li> <li>- CV and relevant certificate of a civil works technician</li> <li>- CV of the assigned Project Manager with minimum of five (5) years Network Cabling project management experience.</li> </ul>
C	<p><b><u>Risk Introduced by Bid Qualifications (e.g., limitations, assumptions, limited liability etc.)</u></b></p>	T2.2.5	5	<p><b>2-point scale</b></p> <p><b>Significant – 0%</b></p> <ul style="list-style-type: none"> <li>- Bid qualifications submitted by the bidder adversely change the bid scope.</li> <li>- 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.</li> </ul> <p><b>None – 100%</b></p> <ul style="list-style-type: none"> <li>- No bid qualification/s submitted.</li> </ul>

	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
D	<p><b><u>Detailed Project Programme</u></b></p> <p>Aligned with employer's project plan of 3 months on a Gantt chart format i.e.</p> <ul style="list-style-type: none"> <li>- activity level 2 outlining the following.</li> <li>- number of teams</li> <li>- number of resources per team</li> <li>- project duration</li> </ul>	R1.16	10	<p><b>4-point scale</b></p> <p><b>None – 0%</b></p> <ul style="list-style-type: none"> <li>- No submission.</li> <li>- Submission of project plan in a Gantt chart format with no indication of the following: <ul style="list-style-type: none"> <li>a. number of teams</li> <li>b. number of resources per team</li> <li>c. project duration</li> </ul> </li> </ul> <p><b>Weak – 33.3%</b></p> <ul style="list-style-type: none"> <li>- Submission of only a Project plan in a Gantt chart format with any one of the below: <ul style="list-style-type: none"> <li>a. number of teams</li> <li>b. number of resources per team</li> <li>c. project duration</li> </ul> </li> </ul> <p><b>Moderate – 66.7%</b></p> <ul style="list-style-type: none"> <li>- Submission of only a Project plan in a Gantt chart format with any two of the below: <ul style="list-style-type: none"> <li>a. number of teams</li> <li>b. number of resources per team</li> <li>c. project duration</li> </ul> </li> </ul> <p><b>Good – 100%</b></p> <ul style="list-style-type: none"> <li>- Submission of only a Project plan in a Gantt chart format with all of the below: <ul style="list-style-type: none"> <li>a. number of teams</li> <li>b. number of resources per team</li> <li>c. project duration</li> </ul> </li> </ul>

	CRITERION	RETURABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
E	<b><u>Support &amp; Maintenance</u></b>  Specific method statement in accordance with the scope of work which will cover the following: <ul style="list-style-type: none"> <li>- Dedicated contact person.</li> <li>- Turn-around time.</li> <li>- Call logging process.</li> <li>- Escalation process.</li> </ul>		10	<b>4-point scale</b>  <b>None</b> – 0% No submission  <b>Weak</b> – 33.3% Method Statement addressing up to 30% of the deliverables.  <b>Moderate</b> – 66.7% Method statement detailing 70% of the deliverables.  <b>Good</b> – 100% Method statement detailing all the deliverables.
F	<b><u>Fit for Purpose</u></b> The tenderer shall submit a fully completed and signed ANNEXURE A	Annexure A	55	<b>4-point scale</b>  <b>Very Weak</b> – 0% ANNEXURE A scoring below 50 %  <b>Weak</b> – 33.3% ANNEXURE A scoring from 50% but below 70 %  <b>Moderate</b> – 66.7% ANNEXURE A scoring from 70% but below 90%  <b>Good</b> – 100% ANNEXURE A scoring 90% and above
<b>TOTAL</b>			<b>100</b>	

Responses are required to meet a **minimum of 70 percent** to be further evaluated.

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

#### **T1.3.4. PREFERENCE POINT SYSTEM**

The **80/20** will be applied in this bid.

#### **T1.3.5. OBJECTIVE CRITERIA**

Rand Water shall apply objective criteria in accordance with the PPPFA.

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
<b>T2</b>	<b>Returnable schedules</b> (supplied with the bid document)		
T2.2.1	Compulsory Enterprise Questionnaire including SBD 4, SBD 6.1 and 6.2	•	
T2.2.2	Record of Addenda to Bid Documents	•	
T2.2.3	Proposed Subcontractors	Not Applicable	
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 (Plant and Equipment)	•	
T2.2.13	Safety, Health, and Environment	•	
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	•	
C1.1	Letter of Bid (Form of Offer and Acceptance)	•	
C1.2	Contract Agreement		•
C2.2	Pricing Schedule / Bill of Quantities (BoQ)	•	
	<b>The Bidder is required to submit the following:</b>		

ITEM	DESCRIPTION OF DOCUMENT TO BE RETURNED	REQUIRED FOR BID EVALUATION	ONLY REQUIRED AFTER BID AWARD
	<ul style="list-style-type: none"> <li>- Excel® format of the completed pricing schedule or BoQ in a USB flash drive.</li> <li>- Printed format and signed version of the completed pricing schedule or BoQ.</li> </ul>		
C3.1	Dates for Delivery and Completion <b>NOTE: A DETAILED PROJECT PROGRAMME MUST BE INCLUDED WITH THE BID SUBMISSION</b>	•	
<b>R 1</b>	<b>Required documentation not issued with the bid document:</b>		
R 1.1	Proof of tax compliance status and a valid SARS Tax PIN	•	
R 1.2	Letter of Good Standing from the Department of Labour or an Accredited Institution	Not Applicable	
R 1.3	Performance Guarantee / Bond	Not Applicable	
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	Not Applicable	
R 1.7	3-year financial statements (audited where applicable)	•	
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)	•	
R1.11	Contractors' tools and Equipment Inventory		•
R1.12	Staff list		•
R1.13	Site Clearance Certificate		•
R1.14	Job Creation Report/Statistics (To be submitted Monthly)	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"> <li>a) Gantt Chart Format</li> <li>b) Level 2 schedule activities</li> <li>c) Credible and Aligned to Rand Water's Programme</li> <li>d) Resource loaded schedule.</li> </ul> Monthly cash flows, project to completion.	•	
R1.17	Method Statement	•	

## 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 6.1 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
 .....

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

<sup>2</sup> 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 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 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
 PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

*(Delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10	
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = Price of lowest acceptable tender





### 3.2.1. POINTS AWARDED FOR PRICE

$$P_S = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE status level of contributor				
1	10	20		
2	9	18		
3	8	16		
4	5	12		
5	4	8		
6	3	6		
7	2	4		
8	1	2		
Non-Contributor	0	0		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:  
.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited

- ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

### 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.

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

Name of Bidder: \_\_\_\_\_

Signed by or on  
behalf of Bidder: \_\_\_\_\_

Official

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_



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.

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

Official Capacity:

## 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: \_\_\_\_\_

Official

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

## 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)

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.	<b>Participation of Local Enterprises</b>	<ul style="list-style-type: none"> <li>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"> <li><b>Work allocation to local enterprises</b> 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.</li> </ul> </li> </ul>
2.	<b>Job Creation</b>	<ul style="list-style-type: none"> <li>The Bidder's workforce in the project must consist of locals (historically disadvantaged) as follows: <ul style="list-style-type: none"> <li>Unskilled Labourers: 100% (50% women, 50% youth)</li> <li>Semi-skilled: a minimum of 30% (50% women, 50% youth)</li> <li>Skilled: a minimum of 25% (50% women, 50% youth)</li> </ul> </li> <li>The method of recruitment must be pre-approved by Rand Water.</li> <li>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.</li> </ul>

ITEM NO.	KEY PERFORMANCE AREAS	DELIVERABLES
		<ul style="list-style-type: none"> <li>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.</li> </ul>
3.	<b>Skills Development</b>	<ul style="list-style-type: none"> <li>The Bidder must submit a proposed skills development programme targeting the following levels: <ul style="list-style-type: none"> <li>Unskilled to Semi-skilled (50% Youth, 50% Women)</li> <li>Undergraduate (50% Youth, 50% Women)</li> <li>Graduate (50% Youth, 50% Women)</li> </ul> </li> <li>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.</li> <li>Programmes can only be implemented once approval has been provided by Rand Water.</li> </ul>
4.	<b>Social Responsibility</b>	<ul style="list-style-type: none"> <li>A programme must be structured to ensure effective delivery to address identified community needs in a significant and sustainable manner.</li> <li>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</li> <li>Programmes can only be implemented once approval has been provided by Rand Water.</li> </ul>
5.	<b>Social Facilitation</b>	<ul style="list-style-type: none"> <li>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.</li> <li>Provision must be made for a Community Liaison Officer (CLO) for the duration of the project. The CLO must be sourced locally.</li> </ul>

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

Name of Bidder: \_\_\_\_\_

Signed by or on  
behalf of Bidder: \_\_\_\_\_

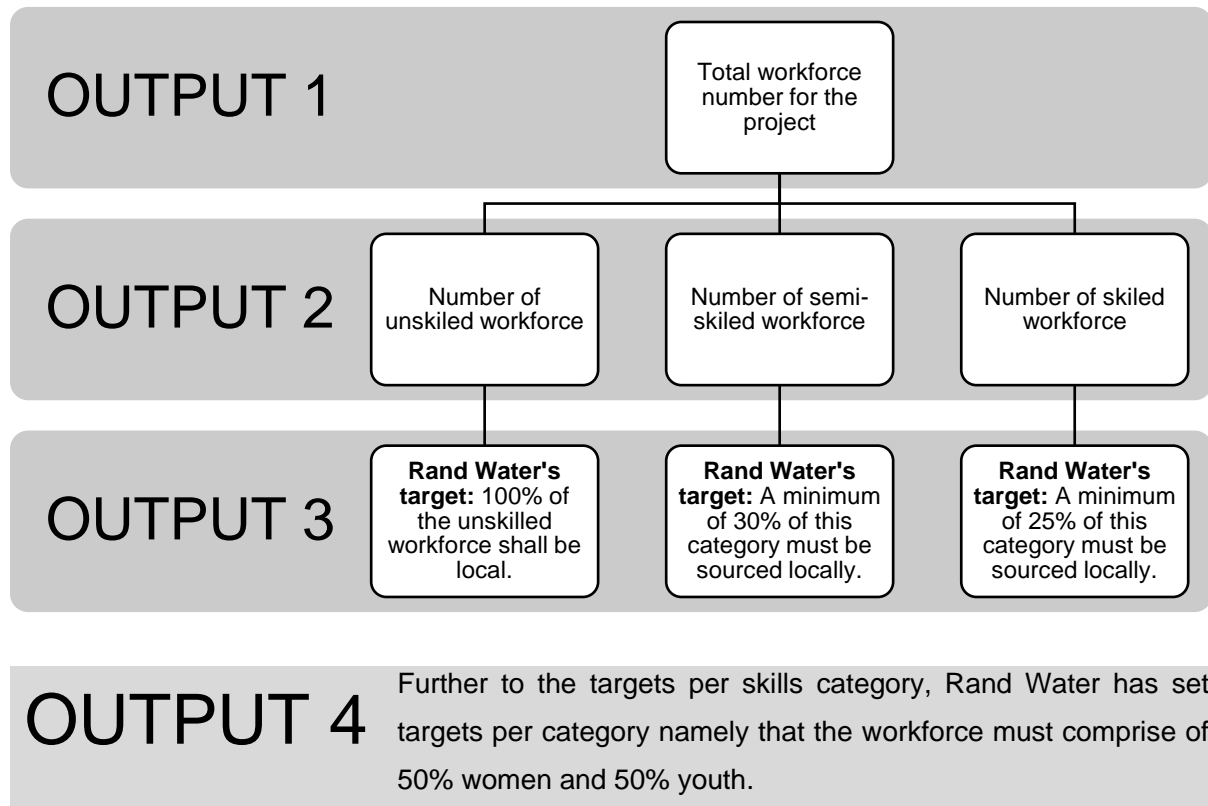
Official

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	
<b>Job Creation</b>  <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%						
<b>Skills Development</b>	Accredited Training Programmes: Unskilled <b>(MANDATORY)</b>	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 and provided	Number of unskilled indicated in the						

KEY PERFORMANCE AREA	INDICATOR	MEASURE	TARGET	QUANTITY	COST	TIMELINE			COMMENTS
						START	END	DURATION	
		workplace experience	Bidder's recruitment plan						
<b>Social Responsibility</b>	Community development initiatives	Rand value	Rand value of 18.3 in the BoQ						
<b>Social Facilitation</b>	Appointment of CLOs	Rand value	Rand value of 18.4 in the BoQ						
<b>Participation of Local Enterprises</b>	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%						
<b>TOTALS</b>					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:

Date:

Official Capacity:

### 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.	<b>Job Creation</b>	Attach the Recruitment Plan (refer to T2.2.13.1)		
2.	<b>Skills Development</b>	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 <b>mandatory</b> requirement.		
3.	<b>Social Responsibility</b>	Attach a comprehensive proposal for local community development.		
4.	<b>Participation of Local Enterprises</b>	<ul style="list-style-type: none"> <li>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.</li> <li>The sourcing of local enterprise shall be a competitive process. The method of sourcing must be pre-approved by Rand Water.</li> <li>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.</li> </ul>		
5.	<b>Social Facilitation</b>	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:

<b>Description of Works</b>	
Project Title:	
High level project description:	
Client:	
Contract No.:	
Contract Value (excl. VAT):	
Role:	
Award Date:	
Completion Date:	
Location of Works:	
Project Manager:	
Construction Manager:	
<b>Contact Details of Reference at Client Company</b>	
Name:	
Position Held:	
Tel:	Cell:
Fax:	email:
<small>Note 1 – Role refers to the Contractor's responsibility with 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 \_\_\_\_\_ Official  
 behalf of Bidder: \_\_\_\_\_ Capacity: \_\_\_\_\_

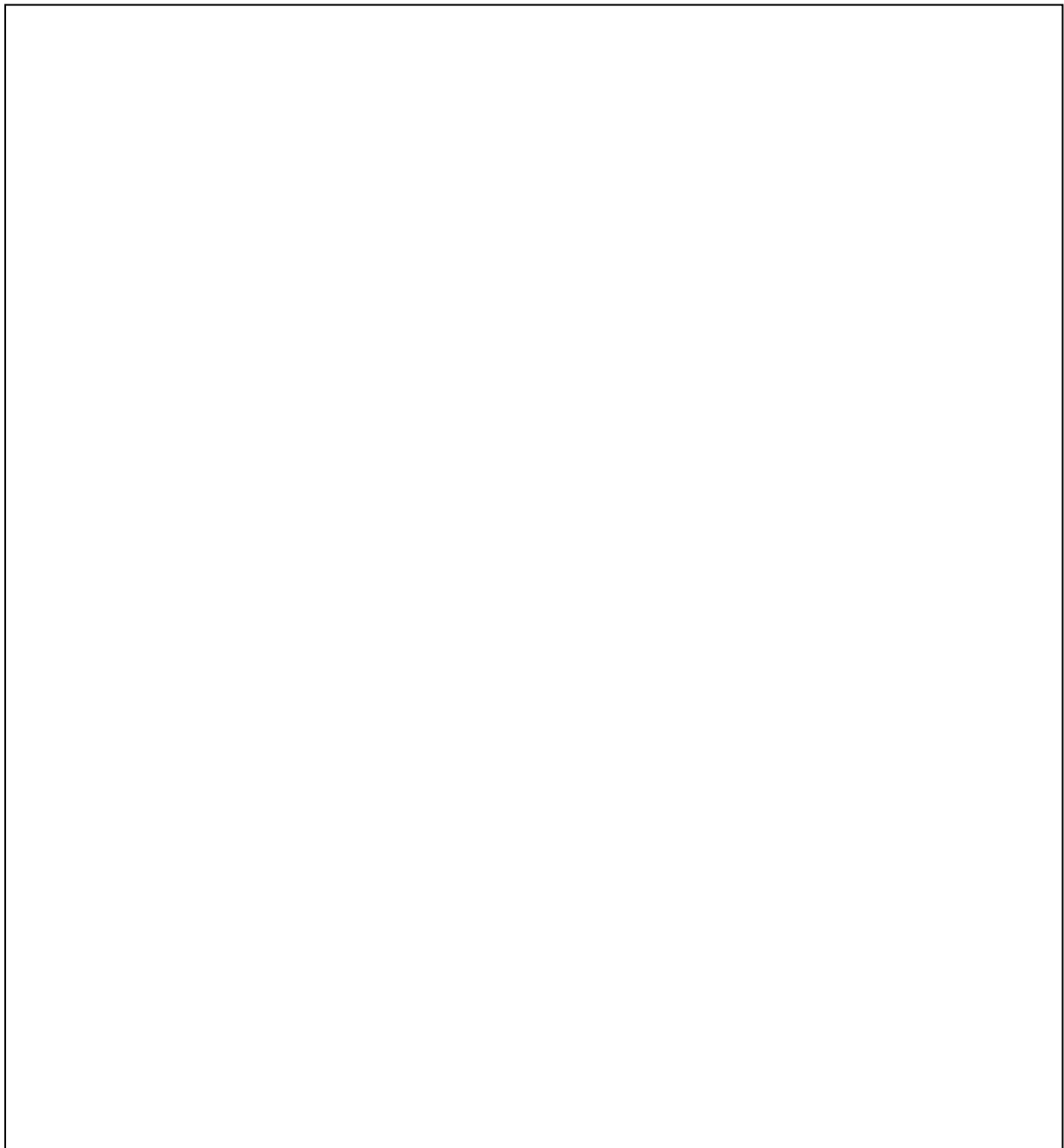
Date: \_\_\_\_\_

## **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.

[illegible]

Doc No. RW SCM 00049 F

### T2.2.11.3. List of Current Contracts (Workload)

Contract or Work Title	Client	Contract Value (excl. VAT)	Role	Progress
				Award Date: Completion Date: % Complete: Stage:
				Award Date: Completion Date: % Complete: Stage:
				Award Date: Completion Date: % Complete: Stage:
				Award Date: Completion Date: % Complete: Stage:
				Award Date: Completion Date: % Complete: Stage:

#### NOTES

1. Role refers to the Contractor's responsibility with 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: \_\_\_\_\_



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:

[illegible]

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: \_\_\_\_\_

[illegible]

Official Capacity:

### T2.2.15. RECOMMENDED SPARES, SPECIAL TOOLS AND SERVICING FACILITIES (Not Applicable)

Number recommended	Description	Price each

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 each 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	Cable and related Infrastructure unavailability	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	High Inflation	Rand/Dollar exchange rate	Signed Contract value	Threat	Likely	Medium		
4	IT	Dead on Arrivals LAN cabling Infrastructure	Faulty equipment	Installation and Configuration	Threat	Likely	High		
5	IT	Repeat LAN cabling and related Infrastructure Failures	Faulty Equipment	Installation and Configuration	Threat	Likely	High		

Name of Bidder: \_\_\_\_\_

Signed by or on  
behalf of Bidder: \_\_\_\_\_

Official  
Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

## T2.2.17. PENALTY TABLE

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				
	<1	≥1<5	≥5<20	≥20<50	≥50
<u>PROJECT PLANNING</u> Completion of assessment and verification of the scope of work	10 000	10 000	10 000	10 000	10 000
<u>PROJECT EXECUTION AS PER PROJECT PLAN</u> Local Area Network cable installation and labelling. Submission of Test Results. Removal and disposal of previously installed Local Area Network cables. Submission of Cabling layout/designs ( <b>Completion certificate per site</b> ). ( <b>Completion certificate per site</b> ).	10 000	10 000	10 000	10 000	10 000
Warranty Hardware Break/Fix: The repair and return of LAN cabling infrastructure devices to the operational state in 4 hours (onsite)	10 000	10 000	10 000	10 000	10 000
Warranty Hardware Break/Fix: Maximum time to repair and return faulty LAN cabling infrastructure to service is 24 hours (offsite)	10 000	10 000	10 000	10 000	10 000
Hardware maintenance and support Break/fix: The repair and return of LAN cabling infrastructure to operational state in 4 hours. (onsite)	10 000	10 000	10 000	10 000	10 000
Hardware maintenance and support Break/Fix: Maximum time to repair/replace and return faulty LAN cabling infrastructure to operation is 24 hours.	10 000	10 000	10 000	10 000	10 000
Delivery and installation of ordered LAN cabling infrastructure within 4 to 6 weeks	10 000	10 000	10 000	10 000	10 000

Name of Bidder: \_\_\_\_\_

Signed by or on \_\_\_\_\_ Official  
 behalf of Bidder: \_\_\_\_\_ 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: SUPPLY, DELIVERY AND PROVISIONING OF THE LOCAL AREA NETWORK CABLING AND MAINTENANCE SERVICES AT RAND WATER FOR A DURATION OF FIVE (5) YEARS

BID NO: RW 10398796/23R

TO: The Bid Submission Box  
Rand Water Head Office  
522 Impala Road  
Glenvista  
Johannesburg

Attention: Ntikane Radebe

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 180 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 SUPPLY, DELIVERY AND PROVISIONING OF LOCAL AREA NETWORK CABLING AND MAINTENANCE SERVICES AT RAND WATER 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: \_\_\_\_\_

Designation: **CHIEF EXECUTIVE**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

In the presence of the undersigned witnesses:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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 hereinbelow, 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 always made available 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.

### 7. 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 25<sup>th</sup> 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 25<sup>th</sup> day of the month any late submission will only be evaluated in the next month.

Payment will be affected 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	<b>PAYMENT</b> <b>5.2 Time for Payment</b>	<b>Agreed compensation for overdue payment.</b>  .....% per annum
6	<b>LIABILITIES</b>  <b>6.3 Duration of Liability</b>	Duration of liability is 5 years calculated from the commencement date.
	<b>6.4 Limit of Compensation</b>	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: RW 10398796/23R.**

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: .....

## 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 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)

The Bidder must refer to **Annexure C2.2: Pricing Schedule / Bill of Quantities (BoQ)** provided with this bid document.

**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.**
- **A fully completed and signed Pricing Schedule / Bill of Quantities (BoQ) will be used to shortlist bidders for the next step of evaluation to determine the total Bid Price which will be reflected in the Form of Offer and Acceptance which must be fully completed and signed.**

## 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 04 December 2023 access to undertake work will only become available after the issue of the Site Access Certificate.
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 T2.2.1.4
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. All equipment and plant shall be handed over by 20 May 2024 and the Bidder's programme shall comply with this requirement by the Employer.

Item	Start Date	Completion Date	Working Period
1: Sourcing and Provisioning of Local Area Network cabling (UTP/Fibre) and related equipment.	04 December 2023	08 January 2024	6 Weeks
2: Project Kick-off	06 December 2023	06 December 2023	01 Day
3: Local Area Network cable installation and labelling. Submission of Test Results. Removal and disposal of previously installed Local Area Network cables. Submission of Cabling layout/designs ( <b>Completion certificate per site</b> ). ( <b>Completion certificate per site</b> ).	15 January 2023	15 May 2024	18 Weeks
4: Project sign off, hand-over and closure.	20 May 2024	20 May 2024	1 Day
5: Maintenance, Adhoc installation of Local Area Network cabling and related equipment.	21 May 2024	21 May 2024	5 Years

**Table C3.1: Dates for delivery and completion**

**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

1. Rand Water requires all upgrades of the LAN cabling to deploy a minimum of CAT-8 inside the buildings.
2. Rand Water requires high speed LAN environment; the underlying cabling infrastructure must be single mode fibre (G.652D or better standard)
3. All cabling installations shall include cabinets; patch panels; cable trunks patch leads and fly leads and dedicated/clean power plugs per network point installed.
4. 1Gbps cabling will be installed in the user access layer of the network and 10, 20, 40, and 100 Gbps cabling may be required for the server farm environments and the network backbone.
5. Rand Water requires layer 2 switching capable of supporting high bandwidth and advanced services.
6. The bidder must provide cage nuts and screws for each cabinet installed to be used for other devices to be mounted in the cabinet.
7. The bidder will be expected to supply and install fibre cabling for the backbone of the network. All fibre cabling shall be installed as per Rand Water requirements and depending on the distances, single- or multi-mode cabling shall be installed.
8. All cabling installations must be properly labelled in order to identify the connection points for easier and quicker troubleshooting. Different colour coded cables must be provided as required by Rand Water to identify different types and critical connections.
9. Prior to signing off any cabling installations, the bidder will be expected to provide test results for each network point or uplink installed.
10. The bidder will be expected to provide Visio diagrams of floor plans illustrating connectivity layouts, cable routes, physical routes of civil works if any and exact positions of network points installed.
11. All designs documents and test results supplied by the bidder must be certified by the Cabling OEM the bidder is registered with (Krone or Molex) as a cabling installer to ensure alignment to international structured cabling standards.
12. The bidder will also be expected to remove all old cabling infrastructure for disposal purposes prior to implementation of new cabling infrastructure.
13. The bidder must be willing to work after hours and weekends as and when it is required in order to meet the operational requirements of the Rand Water
14. Sign off documentation to be submitted to on completion of the site upgrade will include:
  - Plant plans including physical outside routes, manhole placement and size, pole placement and size, distances between manholes/poles and Building entries.
  - Floor plans indicating locations and number of Cabinets and network points installed.
  - Data backbone layout indicating the physical cabling layouts between buildings or floors, as well as cable Types and sizes.
  - Cabinet layout indicating cabinet sizes, number as well as all active and passive equipment installed in the cabinet and the numbers thereof.
  - Soft copy of the detailed test results. All documentation must be supplied in Microsoft Word and Visio formats.
15. Supply and installation of Cabinets:
  - Enviro-rack glass door including air-conditioner, fire suppression, UPS, keypad mag-lock entry and biometric access control.
  - 9U x 450mm wall box.
  - 25Ux600x1000.
  - 12Ux 200mm collar.
  - Glass front door & split rear doors.
  - 4-way fan unit.
  - 6-way metal PDU with 5m cord.

- 10 KVA UPS'

16. Supply and installation of network infrastructure:

- Ms2 metal channelling & cover.
- Easter oak.
- Pipe bosal 32mm.
- Pipe bosal 50mm.
- Box J2.
- Box J7.

17. Supply and installation of new cabling (UTP and fibre)

- Cable management panel 5 rings 1U.
- Fibre splicing tray.
- 24 port patch panel 1U.
- 1m Patch leads
- 3m Fly leads.
- RJ45 568 A/B UTP CAT-8.
- Testing and cabling labelling and replacement, including Optical Time Domain Reflectometer (OTDR) for all fibre repairs.
- Single mode fibre patch leads (LC to LC)
- Multimode Fibre patch leads and from Building to building.
- Fibre Cabling (Single mode, Multimode, OM2, OM3 and OM4) for switch uplinks
- Copper and Fibre cables in the campus environment
- Wireless cabling link extensions (network devices such as Access Points etc.)
- Trenching, Manholes and Manhole covers.
- 800mm x 800mm Heavy duty round manhole frame and lid.
- 800mm x 800mm Heavy duty round manhole construction and building material.
- 110mm flexi pipe.
- Back filling and compacting.
- Bedding and Padding.
- Cutting of roads, tar or cement.
- Reinstatement of tar / Cement.
- 1U brush panel.
- 4, 8, 12, 24, 48 CR multi loose.
- Tube (HDD) 9/125.
- Splice protectors and splice.
- Cassette PVC.

18. Supply and installation of electrical work:

- Electrical normal power point complete.
- Electrical dedicated power point complete.
- Circuit breaker 20amp, 6KA.
- Box Db 24way.
- Main breaker 60Amp.
- Earth Leakage 60Amp.
- 16mm2 feeder cables.
- Double channel power skirting.
- Trenching.
- Back filling and compacting.

- Bedding and Padding.
- Cutting of roads, tar, or cement.
- Reinstatement of tar / Cement.
- Electrical Certificate of compliance.

19. Supply and installation of lightning protector units.

20. Supply and installation of UPS's:

- 1.5 and 3 KVA Rack mount line interactive.
- Box Db 24way.

21. Provide maintenance and support on the Cabling products for Five (5) years.

22. Adhoc Local Area Network (LAN) Cabling

- New UTP - estimated at 510 installations over a period of five (5) years.
- New Fibre – estimated at 100 installations over a period of five (5) years.

Bidders must be capable of supplying a workable solution including Trunking, ducting, trays and related fixtures, brush panels, patch cords, wall and/or floor mount LAN sockets, fly leads, cable identification tags and tie-downs, network equipment cabinets and project signoff documentation.

### **3.2.2. The following is minimum specifications for Cabling.**

The office area UTP (Unshielded Twisted-Pair) data installation shall be a structured cabling system conforming to Category-8 cabling standards suitable for Class E computer installations/applications. A conventional fibre core infrastructure shall be provided linking all floors and buildings patch cabinets to the data centre. The fibre optic backbone shall allow for a minimum of 10 Gigabit transmission speeds. The fibre optic backbone cabling installation is a structured cabling system comprising:

- Patch racks for termination of fibre links from the computer room.
- Allows for the installation of fibre panels within all data racks in the environment and the computer room.
- Multi-Mode HDD fibre 8 core data backbone between all Patch rooms and the computer room.
- Slice trays 24 port ST connector to be used.
- Patch cords ST to LC leads 3m.

#### **1. Guarantee**

- The data cabling must be a certified and must carry the OEM's warranty. The appointed vendor shall review the design for conformance to OEM requirements and standards. The vendor must be responsible for all arrangements required in achieving the OEM certification of the installation. No claims for additional costs to achieve OEM certification will be considered after submission of the RFQ response. The cabling infrastructure must be clearly documented.

#### **2. Standards**

- The data cabling shall conform to the current edition of the following Standards:
- ISO/IEC 11801 2008 Edition 2.1: Generic cabling for customers premises.
- All components shall comply with ISO/IEC 11801. Where contradiction exists between this Standard and the system supplier standards this shall be referred to the client in writing.
- IEC = International Electro technical Commission (Standard)
- TIA = Telecommunications Industry Association (Standard)
- ISO = International Organization for Standardization (Standard)

### **3. Data Installation**

#### **3.1. Work Area – Unshielded Twisted Pair Installation**

- Cabling between the patch rack and computer room shall be 50/125 um OM3 4 pair cable conforming to ISO/IEC DIS 11801.
- Cabling shall be fully terminated, tested, and documented. Test results shall be submitted for all links from rack to final outlet.
- All cabling between patch racks located on each floor and the computer room shall be strapped on wire basket or approved wire way and individually labelled at each end with an approved labelling system. Each outlet point shall be equipped with a fixed approved label.
- All wire ways to be included in pricing response.
- Cables shall be installed so as not to exceed the minimum bend radius. For bend radius applications, obtain OEM approval before installation.
- Data network connectivity shall be via OEM factory manufactured patch cords.
- Patching of all floor cabling is included in the scope of the data contract.

#### **3.2. Fibre Optic Backbone**

- Each link shall comprise fibre optic cable to suit equipment specifications.
- All splicing of fibre shall be undertaken using a core alignment splice.
- The maximum permissible through joint loss shall be 0.30dB. OTDR testing of all fibre links shall be undertaken.
- OTDR plots for all links shall be included in As Built documentation.
- Cables shall be properly glanded with connectors. Connector type to suit equipment. The tender shall be based on ST connectors on the splice tray and ST to LC patch cords which will be the default connector type for the project. Connectors shall be colour coded. All fibres shall be terminated. The appointed contractor shall request confirmation of fibre quantities prior to procurement.

#### **3.3. Work Area and Patch Cords**

- Pre terminated factory moulded fibre patch cords shall be supplied with lengths as indicated in the Bill of Material.

#### **4. PROJECT MANAGEMENT DOCUMENTATION**

##### **4.1. General**

- The complete data installation shall be fully tested and documented in accordance with Telecommunications Industry Association (TIA) 568 and system supplier standards.
- The numbering system shall be agreed with the client prior to implementation and shall be such that it is consistent throughout the building and that the location of any point may be derived from its associated number.
- Three complete sets of manuals including As Built drawings and comprehensive test records shall be supplied.
- Equipment schematics and cabling diagrams for the data and telecoms installations shall be permanently mounted in Perspex holders within each telecommunications room/space.
- A computer-generated floor plan must be provided including all patch rooms and the server room on completion of installation with the following detail:
  - All walls, both internal and external (if applicable)
  - Patch cabinets installed in patch rooms.
  - Office numbers (if applicable)
  - Cable routes
  - Exact location of each point with the actual point number
  - Location of consolidation points with point numbers
  - Cable installation date
  - Standards of cable used.

Installation/Systems Manuals shall be provided, and they should cover the following:

- A detailed overview of the building cabling system.
- Full description of the specific installation; and
- Installation/system manuals, product datasheets and all other documentation in suitably labelled A4 sized binders. All binding shall be of a high quality to provide for a long and durable service.

#### **5. PROJECT PLAN**

Following appointment of a successful vendor, a project scope and plan must be concluded within 7 days after receiving notification of tender award.

## 6. TESTING

OTDR testing of all fibre optic links shall be undertaken. OTDR test plots shall be included in the As Installed documentation. In addition, all optical fibre links shall be tested for propagation delay, optical attenuation of link 2 x wavelengths – 2 x direction and continuity and maintenance of polarity. Test results shall be submitted both as hard copy and CD in original format. All points must be tested by a standard approved minimum Level 3 cable tester. The following tests are required:

- Wire map
- Length
- Attenuation
- NEXT – Near End Crosstalk Loss
- PSNEXT – Power Sum Near End Crosstalk
- FEXT – Far End Crosstalk Loss
- ELFEXT – Equal Level Far End Crosstalk
- PSELFEXT – Power Sum Equal Level Far End Crosstalk
- ACR – Attenuation to Crosstalk Ratio
- PSACR – Power Sum Attenuation to Crosstalk Ratio
- Insertion Loss
- Return Loss
- Delay
- Delay skew

Full test results must be supplied on disk with the files saved to “Text” format. A hard copy summary print out is supplied with all documentation. A computer-generated floor plan must be provided including all patch rooms and the data centre on completion of installation with the following detail:

- All walls, both internal and external
- Office numbers (if applicable)
- Cable routes
- Exact location of each point with the actual point number
- Location of consolidation points with point numbers

The date and method of last calibration of Category-8 tester used for testing this installation must be supplied to the system supplier as well as the details of the company that performed the calibration.

## 7. WARRANTY DOCUMENTATION

The following forms must be completed in full, signed by the client and appointed contractor, and supplied to the system supplier on completion of the installation. At the time of final inspection, the appointed contractor shall submit to system supplier:

- Inspection Request
- Pre-Inspection Check List
- As Built Drawings
- Certification Test Results of the Installation – Original Format
- Warranty registration form

## 7.1. DELIVERABLES

Successful service providers must be in a position to commence work as and when required. A detailed project plan with time frames must be submitted with the proposal and should address all the key deliverables of the project.

## 7.2. Key Deliverables of this exercise are as follows:

- 10 Gigabit Fibre Backbone and 1 Gigabit Ethernet speed to desktop
- Installation and documentation of installed fibre optic backbone cabling system
- Installation and documentation of installed UTP (copper) cabling system
- Cabling of UTP points at Rand Water Buildings with category-8 cabling standard.
- Upon completion of cabling the site should be OEM Certified.
- Patch Cabinets, capable of handling a minimum of two 48 port switches.
- Each patch cabinet must have a cooling fan and brush and patch panels and be clearly labelled.

## 7.3. 8.3. Additional Specifications

- The vendors must indicate any additional specifications to their responses for a workable solution.
- Cabling that is done on the inside of the building must be done in accordance with SABS specifications and SABS approved channeling must be used.
- All UTP / FTP category 8 installations must also comply with ISO /IEC 11801, electronic industries association (EIA) and telecommunication industries association (TIA) standards.
- When cables are installed onto concrete ceilings, cable hangers or trays must be used.
- Cabling that is done in roof space must be installed in P801 metal trucking in accordance with SABS specifications.
- Cabling should never run over neon / florescent tubes / fittings.
- All the new cables routes are to be confirmed with or done on site in consultation with a qualified representative of Rand Water IT.
- Holes must be covered by means of screwed metal plugs or metal strips that are bolted pop-riveted to the trucking to ensure that the route is made vermin proof as far as possible. Wooden or other plugs, which are driven into holes or other temporary plugs or covers, will not be acceptable.
- The successful service provider shall attend to the cleaning of installed trucking and dirty marks made on walls and ceilings. All excess materials (cables, etc.) must be removed from sites before site hand-over.
- The successful service provider shall arrange for a formal site hand-over of the installation with the appointed departmental representative.
- Each installation at each and every site is unique and should be handled as such.
- Where a performance criterion is quoted, it should include the total link, as opposed to the cable performance on its own.
- The link is made of several components and can be identified as consisting of the following: fly leads, patch leads, connectors, termination boxes and cables.
- Vender will also install patch cabinets with a fan in locations marked on the floor plans. This has to cater for two LAN Access Switches and must include patch and brush panels.
- All Old Cables must be removed and cleaned up.

## 7.4. Specification for Copper Cables



- UTP/FTP category-8 UL verified cable must be according to ISO/IEC 11801 international cabling standards.
- All cables must be clearly marked.

#### **7.5. Specification for Accessories**

- UTP/FTP category-8 UL verified cable must terminate onto patch panels and termination boxes.
- UTP/FTP category-8 UL verified fly leads must each be supplied three (3) meters in length.
- UTP/FTP category-8 UL verified patch leads must each be supplied one-and-half (1.5) meters in length.

#### **7.6. Testing of Data Cables**

- All new data cables (all pairs) are to be tested in the presence of an appointed Rand Water IT staff.
- A certificate of all test results (Copper and Fibre) must be supplied to an appointed Rand Water IT staff within fourteen (14) days after the completion of installations.
- These test results should reflect Cross Talk, Attenuation, Noise Count, Continuity and Performance over relevant frequency range.

#### **7.7. Splicing**

- All new and existing termination boxes must be fitted inside an equipment cabinet.
- Rack mountable splice termination trays must be used if more than one (1) fibre is to be spliced.
- Fibre organizers must be used inside termination boxes and splice trays.
- All splices must be clearly marked.
- All cables and pigtails must enter the enclosure through a dust free compression gland.
- All cable entries must be labelled with the cable's destination identification.
- Splice losses may not exceed the minimum standard set by OEM.
- Overall (end-to-end) attenuation of a total link may not exceed the minimum standard as set by OEM.
- Where a cable changes direction or changes a support medium, sufficient slack must be allowed. At least one (1) meter slack must be available at each end of the cable.

#### **7.8. In – Line Joints**

- All in-line joints must be housed in a dome joint enclosure.
- All unused cable entries must be sealed.
- The dome joint may never lie loose; it must be secured onto a cable rack.

#### **7.9. General Labelling Rules**

- All cables must be labelled using PVC heat shrink labels.
- Labels must be visible on every cable in the patch frames.
- Any labelling scheme must be tied in with all building documentation and supplied to Rand Water IT staff.
- All outlet plates and patch panels must be labelled in accordance with the cable labels indicating the room number, in such a way that cables need not be plugged out to be able read labels on the plates or panels.
- The labelling scheme must be an easy-to-use system.



- Where computer cables are installed in rising shafts, they must be labelled at least once for every floor level.
- Fibre optic cable installed in the rising shaft must be clearly marked on each floor with red neon type marker, with the marked reading "fibre optic cable".
- All patch panels (MDF and IDFS) must be labelled with their identification name and number. In addition, the line and equipment sides of the panels must be clearly labelled and each cable termination on the MDF must be labelled.

#### **7.10. Fibre Optic Cabling**

- 8core multi-mode HDD fibre optic cable must be used.
- Always allow for a spare fibre pair in every fibre optic cable with a minimum of six (6) fibres.
- Provide ST fibre optic pigtails (unless proposed network equipment dictates differently). Connectors may not be fitted directly onto cables.
- Industrial duct fibre may be installed to provide connectivity between equipment in the same building. However, this fibre must be installed in conduit or PVC EGA trucking. Existing conduit or PVC EGA trucking may be used where possible.
- Fibre optic cable must be used between different buildings that are connected via passages or in cases where fileservers / workstations are using electrical power fed from different electrical distribution boards, regardless of the distance.
- Armoured fibre optic cables must be guaranteed rodent proof for the full term of twelve (12) months during the guarantee period.

#### **7.11. Inside Trucking (Data Cabling and Electrical Reticulation)**

- Only one (1) entry point per room / location is allowed.
- If the entry point for cabling has to be done from the ceiling of a room, the trunking must be installed in a corner of the room.
- Installation of more than one communication point in a room must be done from a single-entry point in a room just above the floor skirting.

#### **7.12. Installation Specifications**

- The successful vendor must submit a proper diagram of all newly proposed and existing fibre optic cable routes for written approval by Rand Water IT before commencing with the installation.
- Cable markers must identify Cable route(s) outside buildings (if applicable).
- Draw boxes must be installed at regular intervals when installing conduit.
- The minimum of twenty-five (25) mm diameter galvanized conduit must be installed. Only hospital saddles are to be used.
- A minimum of two hundred (200) x hundred-and-fifty (150) mm draw boxes must be installed one-thousand-five hundred (1500) mm above level on the outside of buildings when installing fibre underground.
- All cabling and connections must be done in such a way that it is restricted to the absolute minimum-security risk and exposure to the natural elements.
- An OEM certification must be supplied to a Rand Water IT staff within fourteen (14) days after the completion of installation.
- Any cut-over period must be done after completion of the installation on a segment-by-segment basis.
- All communication devices must be installed in equipment cabinets.

### 7.13. Solution Specifications

- Complete workable solution is required.
- Service providers should add required equipment that is not mentioned to ensure a workable solution.
- The solution required includes providing and installing of a two (2) tier skirting (one for power and one for data). It also includes the removal of all existing old skirting, old power and data cables where current skirting is too badly damaged.
- If a specific technology is offered, details of the technology (like make and model) should be supplied (for each different option/solution offered).

VoIP phones will connect directly to the PC or laptop and no cabling for these are necessary.

The Bidder must refer to **Annexure A: Fit for Purpose** provided with this bid document.

## PART C4: SITE INFORMATION

### C4. SITE INFORMATION

Rand Water has 33 sites with 2 Data Centres and Five server rooms that require network cabling replacement to optimize network connectivity and communication. Much of the local area network (LAN) cables are old categories (5a and below).

Rand Water has several campuses that are due for a network cabling replacement. **(Refer to Annexure C4 for a full list of sites and coordinates)**

The primary Data Center facilities are hosted at the Rand Water Head Office and the secondary Data Centre at Rand Water Central depot, along with regional server rooms hosted in Vereeniging, Analytical Services and Zuikerbosch.

#### **Rand Water uses the following ICT cabling Infrastructure:**

- Current cabling type: Cat5 and Cat5e (Molex and Krone)
- Fibre cabling: Multimode, single mode, OM2 and OM3
- Current Cabinets: mixture of custom-made cabinets rooms, wall mounted 6U, 9U and standalone 12U.
- Current UPS: Rietvlei connecting directly to the main building UPS.
- Current LAN topology: Star and Ring Topology across all sites.

The Bidder must refer to **Annexure C4: Site Information** provided with this bid document.