

**ISSUE DATE:** 

NON-COMPULSORY

BRIEFING SESSION DATE:
BRIEFING SESSION VENUE:

# REQUEST FOR BID RFB-PROFESSIONAL SERVICES

Form No: RW SCM 00049 F

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**BID NUMBER: RW10393295/22** 

**MONDAY, 25 JULY 2022** 

N/A

N/A

## SUPPLY, DELIVERY AND PROVISION OF HOSTED IP PBX, MAINTENANCE AND SUPPORT SERVICES AT RAND WATER FOR A DURATION OF FIVE (5) YEARS

CLOSING DATE:		MONDA	Y,22 AUGUS	T 2022			12H00	
SITE VIEWING DATE/S		N/A						
		_						
			BIDDER INFO	RMATI	ON			
BIDDER NAME								
POSTAL ADDRESS								
STREET ADDRESS								
TELEPHONE NUMBER	CODE				NUME	BER		
CELLPHONE NUMBER								
E-MAIL ADDRESS 1								
E-MAIL ADDRESS 2								
VAT REGISTRATION NUMBER								
SUPPLIER	TAX			CENT	TRAL S	UPPLIER		
COMPLIANCE		LIANCE		DATA	ABASE	No:	MAAA	
STATUS	SYSTE							
B-BBEE STATUS	[TICK A	PPLICAE	BLE BOX]	B-BB		STATUS	[TICK APF	LICABLE BOX]
LEVEL VERIFICATION				LEVE		SWORN		
CERTIFICATE					DAVIT	205-7	□Yes	□No
	□Yes		□No	(EME	s and (	√SES)		
				1				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:						
ACTING	S SENIOR BUYER	ACTING SOURCING MANAGER				
CONTACT PERSON	TSHEPO MORARE	CONTACT PERSON	JABULILE MOLEMA			
TELEPHONE NUMBER	011 682 0410	TELEPHONE NUMBER	011 682 0280			
E-MAIL ADDRESS (Submissions must be made to	tmorare@randwater.co.za	E-MAIL ADDRESS	jmolema@randwater.co.za			



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## **SECTION A: BID**

## **PART T1: BIDDING PROCEDURES**

### T1.1. BID NOTICE AND INVITATION TO BID

Rand Water invites bids for the SUPPLY, DELIVERY AND PROVISIONING OF HOSTED IP PBX, MAINTENANCE AND SUPPORT SERVICES AT RAND WATER FOR A DURATION OF FIVE (5) YEARS.

Potentially emerging or other enterprises that satisfy criteria stated in the Bid Data portion of the document may submit their bid offers.

portion of the document may submit their bid offers.					
Procurement Procedure	Rand Water uses a single volume approach.				
Awarding Strategy	The maximum number of suppliers to be awarded this bid is <b>ONE (1)</b> .				
	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> .				
Access to the Bid Documents	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.				
	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.				
Bid Clarifications	Bidders can seek clarification by no later than <i>fifteen (15)</i> calendar days before the bid closing date.				
	Rand Water will provide a final response on clarifications by no later than <i>ten (10)</i> calendar days before the closing date.				
Bid Addenda	Rand Water shall issue addenda, where applicable, by no later than <i>ten</i> (10) calendar days before the closing date. Bid addenda will be published on the eTender Publication Portal.				
Bid Submission Location	Bids must be submitted before or on closing date and time at the following address:  Rand Water Head Office   522 Impala Road   Glenvista   2058 (in the Bid Submissions Box at the Main Gate)				
	To be valid for <b>180</b> days after closing date				
Bid Validity	Rand Water reserves the right to extend the validity period for a period reasonable for business requirements.				
Subcontracting	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.				

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	The responsibility to subcontract with competent and capable subcontractors' rests with the main contractor/ supplier.  As far as possible, the bidder must consider subcontractors from the area/s where the project will be taking place.
Rotation of Suppliers	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.
Site Viewing Date/s, Time and Venue	N/A



## T1.2. BID DATA

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

CL ALICE	
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	<ul> <li>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.</li> <li>An alternative bid offer will only be considered if the main bid offer is the winning bid. Additionally, the following statements shall apply:</li> <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>The pricing of the alternative bid offer may not exceed the pricing of the main bid offer.</li> </ul>
	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.
T1.2.8	Bidders must submit <b>one</b> (1) copy of the bid document and returnables. AND Compact disc (CD) or USB flash drive with pdf format of the bid document and returnables.



	The Employer's address for delivery of the bid offers is stated in the Bid Notice and Invitation to Bid.						
	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.						
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	The bid offer validity period is as stated in the Bid Notice and Invitation to Bid.						
	No bid substitutions will be allowed after the closing date and time.						
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	Rand Water's evaluation process comprises of the following steps. Specific criteria to be utilised for this bid are contained in T1.3 Evaluation Criteria						
	a) Test for responsiveness 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.						
	b) Functionality evaluation  Refer to the criteria as stated in T1.3 of this bid document. A minimum score of 70 points must be obtained for the bid submission to be considered further.						
	<ul> <li>c) Price</li> <li>i. Price Analysis Rand Water uses a Financial Tolerance Range to assess how reasonable the market response prices are. These ranges will assist with eliminating bid prices that are deemed to be excessively high or low to complete the works. The higher limit ensures that Rand Water does not pay more that it believes the value of service or goods is worth, and the lower limit ensures that Rand Water is not exposed to risk of work not being completed or prices increasing subsequent to the award because the award price was too low to complete said scope. ii. Preference Point System</li> </ul>						
	WHERE PROCUREMENT VALUE IS R0 < R50 000 000 (INCL. VAT):						
	$P_{S} = 80 * \left(1 - \frac{P_{t} - P_{\min}}{P_{\min}}\right)$						
	The following table will be used to calculate the score out of 20 for BBBEE:						
	B-BBEE Status Level of Contributor Number of Points						
•							

20

18

14

1

2

3



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 BBBEE:

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

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of	Number of point	Number of point
Contributor	(90/10 system)	(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

Bidders will not be disqualified from the bidding process for not submitting a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. **Such a bidder will score zero(0) out of maximum of 10 for B-BBEE** 

**d) Objective Criteria** Refer to the criteria as stated in <u>T1.3 Evaluation Criteria</u> of this bid document.

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.

#### **SUMMARY**

The total number of functionality/ quality (PF) shall be the sum total of the product of quality criteria by weight allocated.

The total number of adjudication points (PT) shall equal the sum of the bid price points (Ps) and the BBBEE status points (PP) i.e.

PT = Ps + PP

Rand Water does not bind itself to accept the bid with the highest number of adjudication points.

T1.2.14

The number of paper copies of the signed contract to be provided by the Employer is 1 (one).



## **T1.3. EVALUATION CRITERIA**

#### **T1.3.1. TEST FOR RESPONSIVENESS**

- 1. Fully completed and signed Form of Offer and Acceptance.
- 2. 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 Voice over IP OEM Telecommunication partner (letter must be on an OEM letterhead).

#### **T1.3.2. FUNCTIONALITY EVALUATION**

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

The maximum "Score" that a Bidder can achieve will be equal to the "Weight" for a particular item. The Total Scores of each functionality criterion will be multiplied by its weight and then the total score summed up to a total score out of 100.

A detailed description of the "Rating" scales and associated adjudication documentation are as follows:

	CRITERION	RETURNABLE SCHEDULE	WEIGHTING	RATING SCALE
A.	Record of Previous Experience relevant to the current scope/ work (with contactable client reference.)  This is based on contractor history and managing projects of a similar nature to this bid. The reference must be a written letter/affirmation or affidavit from clients.  Adjudicated based on the Bidders Track record for implementing IP PBX projects including VoIP and contact centre solutions.  The Bidder must supply three contactable references where IP PBX and VoIP Projects were implemented  The bidder must provide a company detailed profile with a minimum of three projects where the above services were provided	T2.2.10	25	3-point scale  Unacceptable – 0% A company reference with details no submission or one project and including non-submission or one letter/affirmation/affidavit from a client or government customer to whom IP PBX and VoIP project or service was delivered.  Moderate – 67.7% A company reference with details of two projects and including two letters/affirmation/sworn affidavits from clients or government customers to whom IP PBX and VoIP projects of services were delivered.  Good – 100%  A company reference with details of three or more projects and including three or more letters/affirmation/sworn affidavits from clients or government customers to whom IP PBX and VoIP projects of services were delivered.
				<b>NOTE:</b> The below is applicable to all the above rating scales.

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	CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
		REFERENCE		A company reference must have details of the projects with project name, detailed scope of work with number of network points and including each letter/affirmation/affidavit must be dated, signed and on a client/customer letterhead and this will be with the following indicated:  - Client/customer name and physical address Customer contact person's name, telephone number and email address Project or service scope of work including the number of network points Project start and end-date
В	Adjudicated based on Human Resource Capacity Schedule (including company's Project; Project Team Member List including five (5) CV's and Qualifications).  The purpose is to establish an overall picture of the bidder's human resource capacity and ability to undertake the work.  The bidder's resources must have a minimum of three years' experience in IP Telecommunications services, implementing projects of a similar nature. Please attach proof of qualifications and CV's for the said resources.  Project Management Role  Adjudicated based on the allocation of a Project Manager (PM) and previous experience in project management related to the Bid.  The bidder must have a dedicate a project manager with a minimum of three (3) years' experience in Project Managing a project similar to the bid, the PM will manage the implementation process from beginning to end.  The project manager must ensure availability of resources and that all project	T2.2.11	40	<ul> <li>4-point scale</li> <li>None – 0% <ol> <li>No submission.</li> </ol> </li> <li>Weak – 33.3% <ol> <li>One or Two CV's and minimum relevant Qualification of resource.</li> <li>CV of the assigned Project Manager with minimum of three years as a Project Manager of similar project to the bid.</li> </ol> </li> <li>Moderate – 66.7% <ol> <li>Three or Four CV's and Qualifications of resources.</li> <li>CV of the assigned Project Manager with minimum of three years as a Project Manager of similar project to the bid.</li> </ol> </li> <li>Good – 100% <ol> <li>Five or more CV's and minimum relevant Qualifications of resources.</li> <li>CV of the assigned Project Manager with minimum of three years as a Project Manager of similar project to the bid.</li> </ol> </li> <li>Note: If the CV of the Project Manager is not submitted, a zero percentage (0%) score will be given.</li> </ul>

	CRITERION	RETURNABLE	WEIGHTING	RATING SCALE
		SCHEDULE REFERENCE		
	documentation including project charters, plans, design documents and all other related documents are developed and approved by Rand Water.			
C.	Risk Introduced by Bid Qualifications (e.g. limitations, assumptions, limited liability etc.)	T2.2.5	5	2-point scale  Significant – 0% Bid qualifications submitted by the bidder adversely change the bid scope.  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.  None – 100% No bid qualification/s submitted
D.	Aligned with employer's completion dates with the following specifications.  on a Gantt chart format detail at least activity level 2 resource loaded monthly cost forecast to completion. Implementation plan	R1.16	20	None – 0% No submission  Weak – 33.3% Only Gantt chart format  Moderate – 66.7% Only Gantt chart, resources loaded with activity level 2, monthly cost forecast to completion and an implementation plan  Good – 100% Provided all of above (Gantt chart format, activity level 2, resources loaded, monthly cost forecast to completion and an implementation plan)
E.	Draft Service Level Agreement  The draft SLA must be:  In accordance with the scope of work.  Aligned with contractual requirements.  Credible and Acceptable.	R1.17	10	3-point scale  None – 0% Non-submission  Weak – 33.3% Draft SLA with turnaround times only.  Moderate– 66.7% Draft SLA with turnaround time for the scope of work and responsibilities of both the bidder and the client (Rand Water).  Good – 100% A draft SLA documentation, detailing the scope of work aligned



CRITERION	RETURNABLE SCHEDULE REFERENCE	WEIGHTING	RATING SCALE
			<ul> <li>with the contractual requirements for the duration of the contract:</li> <li>Turnaround time.</li> <li>Responsibilities for both parties (Bidder &amp; Rand Water).</li> </ul>
TOTAL		100	

Further information can be obtained in T.1.2 Bid Data.

#### T1.3.4. OBJECTIVE CRITERIA

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

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

- a) Aggregate value of R250 million (inclusive of all taxes) awarded.
- b) Where an award to be made to the supplier results in the cumulative value exceeding the rotation threshold for bids, that award can be made which will constitute the last award to the supplier in the financial year.
- c) As its objective criteria, Rand Water shall therefore not award to a Bidder that scores the highest points, if such Bidder has already exceeded the rotation threshold for bids.

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

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## 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**

able T2.1 L	able T2.1 List of Returnable Documents				
ITEM	DESCRIPTION OF DOCUMENT TO BE RETURNED	REQUIRED FOR BID EVALUATION	ONLY REQUIRED AFTER BID AWARD		
T2	Returnable schedules (supplied with the bid document)				
T2.2.1	Compulsory Enterprise Questionnaire including SBD 4 and 6.2	•			
T2.2.2	Record of Addenda to Bid Documents	•			
T2.2.3	Proposed Subcontractors	•			
T2.2.4	Alternative Bid	•			
T2.2.5	Qualifications to Bid	•			
T2.2.6	Requirements with regard to fluctuations in the cost of labour and materials	•			
T2.2.7	FOB Prices of imported equipment/materials for which foreign exchange would be required and importing charges	•			
T2.2.8	Declaration of Insurance	•			
T2.2.9	Socio-Economic Development Plan	Not applicable			
T2.2.10	Record of Previous Experience, Quality of Workmanship and Safety	•			
T2.2.11	Human Resource Capacity Schedule	•			
T2.2.12	Equipment Resource Capacity	Not applicable			
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	Not applicable			
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) - This is required for site inspection to determine the total Bid Price.  The Bidder is required to submit the following:	•			
	The blader is required to submit the following.				

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ITEM	DESCRIPTION OF DOCUMENT TO BE RETURNED	REQUIRED FOR BID EVALUATION	ONLY REQUIRED AFTER BID AWARD
	<ul> <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  NOTE: A DETAILED PROJECT PROGRAMME MUST BE INCLUDED WITH THE BID SUBMISSION	•	
R 1	Required documentation not issued with the bid document:		
R 1.1	Proof of tax compliance status and a valid SARS Tax PIN		•
R 1.4	Resolution Letter for the Main Contractor (a letter authorising the person completing the bid to sign on behalf of the company)	•	
R 1.5	Resolution Letter for the Subcontractor/s (a letter authorising the person completing the bid to sign on behalf of the company)	•	
R 1.6	Subcontracting Agreement	•	
R 1.8	Certified copy of B-BBEE Certificate or Certified copy of Sworn Affidavit for EMEs or QSEs	•	
R1.9	Main Contractor's internal Safety and Health Policy and Project Specific SHE Plan ( compliance with the project specific SHE specification)	•	
R 1.10	Comprehensive SHERQ Plan (compliance with SHERQ Specification, including written agreement on Safety, Health and Environmental matters and all documents required for SHERQ compliance		•
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)		•
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:  a) Gantt Chart Format  b) Level 2 schedule activities  c) Credible and Aligned to Rand Water's Programme  d) Resource loaded schedule  e) Implementation plan  Monthly cash flows, project to completion.	•	
R1.17	Draft Service Level Agreement (SLA)	•	

## 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 nu	mber, if any:			
Section 3: CSD Number:				
Section 4: Particulars of sole p	proprietors and p	partners in parti	nerships:	
Name *	Identity Number	r *	Personal income tax number *	
t O a malata a ale if a ale manaistana a mart			han O martinana	
* Complete only if sole proprietor or partr			han 3 partners	
Section 5: Particulars of comp	anies and close	corporations		
Company registration Number:				
Close Corporation number:				
Tax reference number:				
Section 6: SBD 4 issued by National Treasury must be completed for this bid.				
Section 7: SBD 6 issued by Na				
I the undersigned, who warrants	that he/she is dul	ly authorized to d	do so on behalf of the enterprise:	
<ul> <li>i) authorizes the employer to verify the Bidders tax clearance status from the South African Revenue Services that it is in order;</li> <li>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</li> </ul>				
	-		ating of Corrupt Activities Act of 2004;	
I =	•	-	y or partly exercises, or may exercise, n convicted of fraud or corruption;	
iv) confirms that I / we are not assoc	ciated, linked or invo	olved with any othe	er bidding entities submitting bid offers	
and have no other relationship w that could cause or be interprete	-	•	nsible for compiling the scope of work	
v) confirms that the contents of this			I knowledge and are to the best of my	
belief both true and correct.				
Name of Bidder:				
Signed by or on		Official		
behalf of Bidder:		Capacity:		
Date:				



**SBD 4** 

## **BIDDER'S DISCLOSURE**

#### 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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? <b>YES/NO</b> If so, furnish particulars:
Z.Z. I	ii so, iuriisii particulais.

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<sup>&</sup>lt;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

3	DECLARATION	
2.3.	1 If so, furnish particulars:	

- 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.

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<sup>&</sup>lt;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.



PARAGRAPH 6 OF PFMA S	AY REJECT THE BID OR ACT AGAINST ME IN TERMS OF SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND E SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS E FALSE.
Signature	 Date
Position	Name



#### **SBD 6.2**

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

#### 1. General Conditions

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

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

#### Where

x is the imported content in Rand

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

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:



YES

NO

#### BID NUMBER. RW10393295/21 BID DESCRIPTION: SUPPLY, DELIVERY AND PROVISIONING OF HOSTED IP PBX SERVICES, MAINTENANCE AND SUPPORT SERVICES AT RAND WATER FOR A DURATION OF FIVE (5) YEARS

	Description of services, works or goods	Stipulated minimum threshold
1.	N/A	<u>(%)</u> <b>N/A</b>
2.	N/A	N/A
3.	Does any portion of the goods or services offered have any imported content?  (Tick applicable box)	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. RW 10393295/21

**ISSUED BY: RAND WATER** 

NΒ

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <a href="http://www.thedti.gov.za/industrial\_development/ip.jsp">http://www.thedti.gov.za/industrial\_development/ip.jsp</a>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with**



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

I, the undersigned,		(full names),			
do hereby declare, in	my capacity as				
of		(name of bidder entity), the			
following:					
(a) The facts conta	ined herein are within my own personal knowledg	e.			
(b) I have satisfied	myself that:				
with the	s/services/works to be delivered in terms of the minimum local content requirements as specified of SATS 1286:2011; and				
in clause 3 of S	nt percentage (%) indicated below has been calcu ATS 1286:2011, the rates of exchange indicated contained in Declaration D and E which has beer	in paragraph 3.1 above and			
Bid price, excluding	VAT (y)	R			
Imported content (x)	, as calculated in terms of SATS 1286:2011	R			
Stipulated minimum	threshold for local content (paragraph 3 above)				
Local content %, as	calculated in terms of SATS 1286:2011				
contained in Declara  The local content pe in clause 3 of SATS	re than one product, the local content perception C shall be used instead of the table above recentages for each product has been calculated 1286:2011, the rates of exchange indicated in ained in Declaration D and E.	e. ed using the formula given			
	e Procurement Authority / Institution has the riqued in terms of the requirements of SATS 1286:20				
I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).					
Name of Bidder:		_			
Signed by or on behalf of Bidder:	Official Capacity:				
Date:					



													SATS 1286.2011
							Anne	k C					
ı					Local	Content De	claration	Summai	ar Schodi	ulo			
					LUCAI	content De	ciaration	- Sullillia	y Scheut	uie			
(C1)	Tender No.											Note: VAT to be ex	cluded from all
	Tender descript	tion:										calculations	
(C3)	Designated pro	duct(s)											
	Tender Authori	-											
	Tendering Entit	-	1						1				
	Tender Exchang		Pula		EU		GBP		]				
(C7)	Specified local	content %	1								_		
[					Ca	lculation of l	ocal conten				lend	er summary	
				Tender price	Exempted	net of			Local				
	Tender item	List of ite		- each	imported	exempted	Imported	Local value	content %	Tender	Total tender	Total exempted	Total Imported
	no's			(excl VAT)	value	imported	value		(per item)	l Otv l	value	imported content	content
						content							
	(C8)	(C9)		(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
										-			
•													
										tender value	R 0		
	Signature of ter	nderer from Anne	ex B							•	imported content		
								(C22) Total Te	nder value i	net of exempt	imported content		
												l Imported content Total local content	R 0
	Date:									(c)		ontent % of tender	K U
	Date.									(C2	of Average local C	ontent // or tender	

## **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 Work	and	Extent	of	Previous Subcontractor	Experience	with
1)							
2)							
3)							
4)							
5)							
Name of Bidder:							
Signed by or on behalf of Bidder:					Official Capacity:		
Date:							

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## **T2.2.4. ALTERNATIVE BID**

- T2.2.4.1. Alternative bids will be accepted on the conditions described in T1.2 Bid Data (CIDB Clause C2.12)
- T2.2.4.2. Should the Bidder wish to submit an alternative bid he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

T2.2.4.3. If no departures or modifications are described, the schedule shall be marked NIL and signed by the Bidder.

Page	Item	Proposed alternative	Price saving (if any) to the Employer if proposal is accepted
Name of	Didde		
Signed b behalf of	y or on Bidder	Official : Capacity:	
Date:			

## **T2.2.5. QUALIFICATIONS TO BID**

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

If no qualifications are	e made, the schedule shall be marked NIL and signed by the Bidder.
Name of Bidder:	
Signed by or on behalf of Bidder:	Official Capacity:
Date:	

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

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

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

## 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 price:	which the bid	price is to	be multiplie	d in order	to arrive a	t the adjusted
		all symbols u					
T2.2.6.4.		materials or ing the meth equipment:					
Name of	f Bidder:						
Signed behalf of				Official Capacity:			
Date:							

<sup>\*</sup> Delete whichever is not applicable.



## 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.

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

	-			_		_	_	_	_	
Tah	בו	T7	つ・	71	-	F	n	R	Рr	ices

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

	The Bidder ary import per	what a	arrangements	have	been or	are to	be ma	ade to

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 shi	pping		
Guaranteed date of del	livery 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.

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

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

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

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

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

ITEM NO.	KEY PERFORMANCE AREAS	DELIVERABLES
1.	Participation of Local Enterprises	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:  Work allocation to local enterprises  A minimum of 5% of the total work will be allocated to local black owned enterprises. The Bidder must specify in the SED plan the work items to be allocated to local enterprises that are minimum 51% black owned. This plan must also indicate the Rand value and the scope of work. Rand Water's Database of Local Business for the target area/s will be availed.
2.	Job Creation	<ul> <li>The Bidder's workforce in the project must consist of locals (historically disadvantaged) as follows:         <ul> <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>

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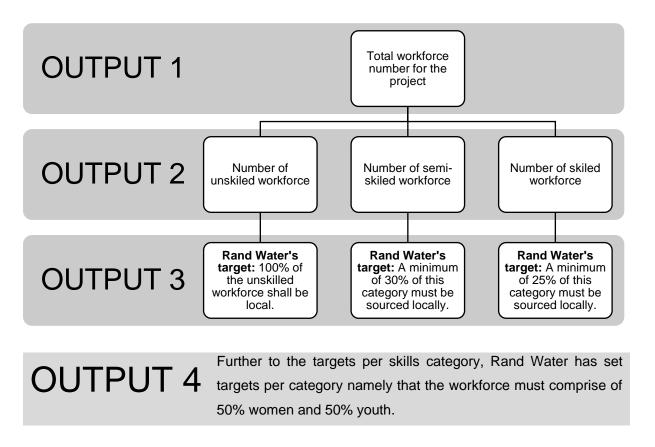
ITEM NO.	KEY PERFORMANCE AREAS	DELIVERABLES
		A recruitment plan must be submitted which will indicate how the employment of local labour will be achieved versus the Bidder's existing (permanent) and seconded labour which will be assigned to the project.
3.	Skills Development	The Bidder must submit a proposed skills development programme targeting the following levels:  Unskilled to Semi-skilled (50% Youth, 50% Women)  Undergraduate (50% Youth, 50% Women)  Graduate (50% Youth, 50% Women)  The proposed programmes must be accredited, giving credit value to the beneficiaries. The programmes must incorporate workplace learning and/or on-the-job training with the theoretical knowledge provided.  Programmes can only be implemented once approval has been provided by Rand Water.
4.	Social Responsibility	<ul> <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.	Social Facilitation	<ul> <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	Official
behalf of Bidder:	Capacity:
Date:	

## **T2.2.9.2 SED MATRIX**

KEY PERFORMANCE	INDICATOR	MEASURE	TARGET	QUANTITY	COST		TIMELIN	<b>=</b>	COMMENTS
AREA	INDIOATOR	MEAGONE	TARGET	QUARTITI GOOT	0001	START	END	DURATION	33
Job Creation	Employment: Unskilled Insert Rate:	Percentage of total projected workforce in the skills category	100%						
Total workforce number for the project:	Employment: Semi- skilled	Percentage of total projected workforce in the	Minimum 30%						
(insert)	Insert Rate:	skills category							
	Employment: Skilled  Insert Rate:	Percentage of total projected workforce in the skills category	Minimum 25%						
		Rand Value	Rand value of 18.1 in the BoQ						
	Programmes: Unskilled (MANDATORY)	Number of unskilled people trained on accredited training	Number of unskilled indicated in the Bidder's recruitment plan						
		Rand Value	Rand value of 18.1 in the BoQ						
Skills Development	Work Integrated Learning: Undergraduates	Number of undergraduates trained and provided workplace experience	Number of unskilled indicated in the Bidder's recruitment plan						
	Professionalisation Programmes: Graduates	Rand Value  Number of graduates trained	Rand value of 18.1 in the BoQ Number of unskilled indicated in the						



KEY PERFORMANCE	INDICATOR	MEASURE TARGET	TARGET	QUANTITY	COST	TIMELINE			COMMENTS
AREA	INDICATOR	WILAGORE	TAROLI	QUANTITI	0001	START	END	DURATION	COMMENTS
		and provided workplace experience	Bidder's recruitment plan						
Social Responsibility	Community development initiatives	Rand value	Rand value of 18.3 in the BoQ						
Social Facilitation	Appointment of CLOs	Rand value	Rand value of 18.4 in the BoQ						
	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						
Participation of Local Enterprises	Procurement of non- core services and materials from local enterprises that are a minimum 51% black owned	Rand value	100%						
TOTALS				The Bidder must indicate the total cost					

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

Name of Bidder:		
Signed by or on	Official	
behalf of Bidder:	Capacity:	
Date:		

## T2.2.9.3. SED CHECKLIST

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

	ITEM	REQUIREMENT	YES	NO
1.	Job Creation	Attach the Recruitment Plan (refer to T2.2.13.1)		
2.	Skills Development	Attach a comprehensive proposal for training programmes for unskilled, undergraduate and graduate, as applicable.  The provision of accredited training for the unskilled group is a <b>mandatory</b> requirement.		
3.	Social Responsibility	Attach a comprehensive proposal for local community development.		
4.	Participation of Local Enterprises	<ul> <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 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.	Social Facilitation	The Bidder must provide the costing with reference to 18.4.		

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

Name of Bidder:	
Signed by or on behalf of Bidder:	Official Capacity:
Date:	

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

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

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

	Description of Works
Project Title :	
High level project desci	ription:
Client :	
Contract No. :	
Contract Value (excl. V	AT) :
Role <sup>(Note 1)</sup> :	
Award Date :	
Completion Date :	
Location of Works:	
Project Manager :	
Construction Manager:	:
	Contact Details of Reference at Client Company
Name :	
Position Held :	
Tel:	Cell:
Fax :	email :
	Contractor's responsibility w.r.t. the claimed experience. For example Single Contractor, Main sub – contractor, Sub – contractor for civil construction etc.
	,
Name of Bidder:	
Signed by or on	Official
oehalf 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 detai	I in the block below	their company	organogram	and the R	Resources
dedicated to this contr	act must be clearly	indicated. In a	ddition, sub-c	ontractor a	and Joint-
Venture arrangements	must be clearly indic	ated:			

l	cont	

cont.

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

Name		Internal or % Utilisa		isation
(or quantity where not yet identified)	Role	External Resource	On other Contracts / Work	On this Contract/ Work
	1			aant

cont...



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

Contract or Work Title	Client	Contract Value (excl. VAT)	Role NOTE 1	Progress
				Award Date:
				Completion Date:
				% Complete:
				Stage NOTE2:
				Award Date:
				Completion Date:
				% Complete:
				Stage NOTE2:
				Award Date:
				Completion Date:
				% Complete:
				Stage NOTE2:
				Award Date:
				Completion Date:
				% Complete:
				Stage NOTE2:
				Award Date:
				Completion Date:
				% Complete:
				Stage NOTE2:
NOTES	L		<u>L</u>	<u> </u>
Role refers to the Contractor	s responsibility w.r.t.	the claimed ex	xperience for exan	nple Single Contractor, Main
Contractor but with Electrical subc	ontractor, Sub-contra	actor for civil co	nstruction etc.	
2. Stage refers to the currer	nt stage of the wor	k (example de	esign, procuremer	nt, construction, installation,
commissioning, handed over,	in Defects Liability P	Period etc.)		
3. Attach additional signed copie	es of this schedule if i	nsufficient spac	e is available.	
Name of Bidder:				
Signed by or on		Official		
behalf of Bidder:		Capacity:		
Date:				



# T2.2.12. EQUIPMENT RESOURCE CAPACITY (PLANT AND EQUIPMENT)

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

			Currently Own /	% Utilisation		
Qty		<b>Description</b> pacity/size etc)	Currently Lease or Hire / Plan to Purchase / Plan to Lease or Hire	On other Contracts / Work	On this Contract/ Work	
will be	idder, guarante provided when g order.	ee that all the ab required on the	oove listed plant and equipment e works and maintained on the	is readily ava site in good o	ailable and/or condition and	
Name	of Bidder:					
	d by or on f 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.

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

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	Official	
behalf of Bidder:	Capacity:	
Date:		



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

Description	Requirement	Contractor's offer
		(incl. make supplier and part number)
Name of Bidder:		
Signed by or on		Official
behalf of Bidder:		Capacity:
Date:		
-		

Date:

# BID NUMBER. RW10393295/22 BID DESCRIPTION: SUPPLY, DELIVERY AND PROVISIONING OF HOSTED IP PBX, MAINTENANCE AND SUPPORT SERVICES AT RAND WATER FOR A DURATION OF FIVE (5) YEARS

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

	Number recommended	Description	Price each
			R
S	ERVICING FACIL	ITIES (Name and address of depot and available facilities	).
S	pecial tools provid	led	
	Name of Diddon		
	Name of Bidder:		
	Signed by or on behalf of Bidder:	Official Capacity:	

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# **T2.2.16. PROJECT RISK MANAGEMENT**

		Please fill in th		ΓRIST MANAGEMENT d Response Strategy ar			in the table bel	ow:	
			RISK IDENTIFICATION	N		QUALITATI\ ASSESSI		RISK RESPO	ONSE PLAN
#	RISK CATEGORY	RISK EVENT	CAUSE	EFFECT	THREAT OR OPPORTUNITY	PROBABILITY	IMPACT	RESPONSE STRATEGY	RESPONSE ACTIONS
1	IT	Cable and Cable related Infrastructure unavailability	Import or delivery delays	Installation and Configuration	Threat	Likely	High		
2	ΙΤ	Human resources unavailability	Resignations, Industry/Labour strikes	Project execution and implementation	Threat	Likely	High		
3	IT	High Inflation	Fluctuating Rand/Dollar exchange rate	Signed Contract value	Threat	Likely	Medium		
4	IT	Dead on Arrivals Telecoms equipment	Faulty equipment	Installation and Configuration	Threat	Likely	High		
5	ΙΤ	Repeat Telecoms and related equipment Failures	Faulty Equipment	Installation and Configuration	Threat	Likely	High		

Name of Bidder:		
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Signed by or on behalf of Bidder:	Official Capacity:	
Date:		

# T2.2.17. PENALTY TABLE (NOT APPLICABLE)

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

	PENALTY TA	BLES				
	DELAYS ON ITEMS ATTRACTING PENALTIES	Value o		t (Excl V <i>I</i> s per day	AT.) in mill delay)	lions R
		<1	≥1<5	≥5<20	≥20<50	≥50
1.	PROJECT PREPARATION  Project Plan  Project Charter  Payment Schedule	500	500	500	500	500
2.	PROJECT EXECUTION AS PER PROJECT PLAN  Assessment and Report  Detailed Project Plan  Supply configuration of Hosted PBX and Telecommunication services  Project Documentation.  Project Sign Off	500	500	500	500	500
3.	Faulty telecoms and related equipment: Quality of new network telecoms and related equipment on delivery <0.5% of non-functioning new network cables and related equipment (Dead on arrival)	0	0	500	500	500
4.	Repeat Hardware Failures: Repeated telecoms and related equipment failure incidents up to Five break fix incidents per calendar year	5000	5000	5000	5000	5000
5.	Warranty Hardware Break/Fix: The repair and return of telecoms and related equipment to the operational state in 4 hours (onsite)	500	500	500	500	500
6.	Warranty Hardware Break/Fix: Maximum time to return telecoms and related equipment to service is 24 hours (offsite)	0	0	500	500	500
8.	Telecoms and related equipment maintenance, Break/Fix: Maximum time to repair/replace and return telecoms and related equipment to operation is 24 hours (offsite)	500	500	500	500	500
10.	Delivery: Delivery of ordered telecoms and related equipment within 48 hours	0	0	500	500	500

Name of bloder.	
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 HOSTEDD IP PBX, MAINTENANCE

AND S	SUPP	ORTS	SERV	ICES	AT RANDV	VATER FO	R A DUR	ATION (	OF FIVE	(5) YEA	RS	
BID N	O:	103	39329	5/22								
TO:	Ran 522 Glei Joh	Bid Sund Water Impalar	er He a Roa ourg	ad Of d	fice							
Apper We of which	ndix a fer to inc	nd Add execui ludes	denda te and all	No.'s com said	nditions of s plete the W documen	orks and re	for emedy an he total	the exec y defects sum	cution of s therein	the abo	ve named rmity with	d Works. this Bid
(												)
		Words			of all taxe	s) or such o	other sum	n as may	be dete	rmined ii	n accorda	nce with
from (ZAR)	utsid usin	e Sout g the cl	h Afric	ca. Tl	above, to in- ne applicable of exchange e for the Bio	e currency e as publish	of origin/	s must b	e conve	rted to S	outh Africa	an Rand
					mplete the			-	ne sum	in the cı	urrency o	f origin
	the	sum	of	in	Euro	(€	Ar			inclusiv		) axes*)
or suc	h oth	er sum	as m	ay be	determine	d in accord	ance with	n the Cor	nditions	of Contra	act.	,
for (	the	sum	of	in	USD	(\$	Am	nount in	Words	inclusiv	e of all ta	) xes *)
D	oc No.	RW SCN	1 00049	F		R	ev. No. 04				Page <b>4</b>	7 of <b>64</b>



or s	uch o	ther s	sum	as ı	may	be dete	rmined in ac	ccordance with the Conditions of Contract.
for	the	sur	m	of	in	GBP		(£
<u></u>								Amount in Words inclusive of all taxes *)
or s	uch o	ther s	sum	as ı	may	be dete	rmined in ad	ccordance with the Conditions of Contract.
for	the	sum	of	in	any	other	currency	
<u></u>		.1						Amount in Words inclusive of all taxes *)
or s	uch o	ther s	sum	as ı	may	be dete	rmined in ad	ccordance with the Conditions of Contract.
*Ap	plies	to in	tern	atio	onal	supplie	rs that are	registered for all taxes in South Africa
We	acce	ot you	ır su	gge	estion	ns for the	e appointme	ent of the DAB, as set out in the Appendix to Bid.
it sl	nall re	main	bind	ding	j upo	n us an	-	90 days from the Submission Date and Time for Bids and accepted at any time before that date. We acknowledge Bid.
s00	n as	is re	aso	nab	ly p	racticab	le after the	pecified Performance Security, commence the Works as e Commencement Date, and complete the Works in s within the Time for Completion.
						•		ared and executed this Letter of Bid, together with your binding contract between us.
We	unde	rstand	d tha	at yo	ou ar	e not bo	ound to acce	ept the lowest or any bid you may receive.
Sig	nature	)					in tl	the capacity of
duly	/ auth	orize	d to	sigr	n bids	s for and	d on behalf	of
Add	lress:							
Dat	e:							
Sig	nature	of W	/itne	SS:				Signature of Witness:
Nar	ne of	Witne	ess:_					
Nar	ne of	Witne	ess: ˌ					_
Dat	e:						D	Date :



#### C1.1.2. CONTRACT AGREEMENT

This Agreement made on the	day of (month)	(year)
	between	
<u>RA</u>	ND WATER	
(hereinafter o	called "the Employer")	
	And	
(hereinafter c	alled "the Contractor").	

Whereas the Employer desires that the Works known as SUPPLY, DELIVERY AND PROVISIONING OF A HOSTED IP PBX, MAINTENANCE AND SUPPORT SERVICES AT RAND WATER FOR A PERIOD 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)

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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	I signature of Contractor
for and on beh	nalf of the Employer	for and on	behalf of the Contractor
Name:	SIPHO MOSAI	Name:	
Designation:	CHIEF EXECUTIVE	Designation:	
Date:		Date:	
In the presence	ee of the undersigned witnesses:		
Name:		Name:	
Signature:		Signature:	
Date:		Date:	



## C1.2. CONTRACT DATA

#### C1.2.1. GENERAL CONDITIONS

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

Fourth Edition 2006

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

#### C1.2.2. PARTICULAR CONDITIONS OF CONTRACT

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

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

#### **1 GENERAL PROVISIONS**

#### 1.1 Definitions

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

- 1.1.1 "Accepted Contract Amount" means the amount recorded in the Letter of Acceptance unless otherwise defined in the Contract Agreement; which amount may be adjusted under the terms of the Agreement.
- 1.1.2 "Agreed Compensation" means additional sums as defined in Annexure1 [Remuneration and Payment Schedule] which are payable under the Agreement.
- 1.1.3 "Agreement" means the terms and conditions comprising the documents listed in the Letter of Acceptance, unless otherwise defined in the Contract Agreement.
- 1.1.4 "Client" means Rand Water which is a body corporate established in terms of Section 83 of the Water Services Act 107 of 1997, who employs the Consultant, and legal successors to the Client and permitted assignees, to perform the Services.
- 1.1.5 "Commencement Date" means the date recorded in the Letter of Acceptance, unless otherwise defined in the Contract Agreement.
- 1.1.6 "Consultant" means the professional firm or individual named in the Agreement, who is employed by the Client to perform the Services.
- 1.1.7 "Contract Documents" means the Contract Agreement as well as all the documents listed therein, or the documents listed in the Letter of Acceptance if there is no Contract Agreement.
- 1.1.8 "Country" means the Republic of South Africa.

- 1.1.9 "day" means a calendar day and a "year" means 365 days.
- 1.1.10 "Letter of Acceptance" means the letter of formal acceptance, signed by the Client, of the Consultant's tender.
- 1.1.11 "Party" means the Client or the Consultant and "Parties" means the Client and Consultant collectively while "third party" means any other person or entity as the context requires.
- 1.1.12 "Project" means the project named in the Particular Conditions for which the Services are to be required.
- 1.1.13 "Services" means the services defined in Appendix 1 [Scope of Services] to be performed by the Consultant in accordance with the Agreement and comprise Normal Services, Additional Services and Exceptional Services.
- 1.1.14 "Time for Completion" means the time period stated for this purpose in the Particular Conditions.
- 1.1.15 "Works" means the permanent works (if any) to be executed (including the goods and equipment to be supplied to the Client) for the achievement of the Project.
- 1.1.16 "written" or "in-writing" mean hand-written, type-written, printed or electronically made, and resulting in a permanent un-editable record.

# 1.2 Interpretation

- 1.2.1 The headings herein shall not be taken into consideration in the interpretation of these Conditions.
- 1.2.2 The singular includes the plural and vice-versa where the context requires.
- 1.2.3 The documents forming this Agreement are to be taken as being mutually explanatory of one another, if there is a conflict between any



of the provisions contained in the contract documentation the precedence of such documents shall be in the order prescribed in the Contract Agreement.

- 1.2.4 Words indicating one gender include all genders.
- 1.2.5 Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and signed by both Parties.

#### 1.3 Communications

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

#### 1.4 Governing Language and Law

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

#### 1.5 Changes in Legislation

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

#### 1.6 Whole Agreement

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

### 1.7 Waiver

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

#### 1.8 Assignment

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

#### 1.9 Subcontracting

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

#### 1.10 Intellectual Property Rights

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

As between the Parties, all rights, title and interest and copyright in and to any Intellectual Property, and other intellectual property rights in the

Consultant's documents and other design documents made by (or on behalf of) the Consultant and in and to any and all documents prepared in connection with the Agreement shall vest in the Client.

#### 1.11 Notices

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

#### 1.12 Publications

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

#### 1.13 Conflict of Interest Corruption and Fraud

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

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

#### 1.14 Confidentiality

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

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

- 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.



# BID NUMBER. RW10393295/22 BID DESCRIPTION: SUPPLY, DELIVERY AND PROVISIONING OF HOSTED IP PBX, MAINTENANCE AND SUPPORT

# SERVICES AT RAND WATER FOR A DURATION OF FIVE (5) YEARS

#### 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
- terminate the involvement of any person on the Contract where (b) 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.
- 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.

#### THE CONSULTANT 3.

#### 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;
- ensure that all his personnel are fully briefed with regards to all relevant policies and safety procedures and that all personnel have attended any required inductions;
- (e) ensure that all personnel sign their acceptance of these procedures and regulations – which signed documents are to be kept in a register which is to be made available at all times for inspection:
- (f) at its own cost provide all of its employees with all necessary safety equipment, namely, safety boots, hard hats, overalls etc. and will at all times adhere to the Client's standards as well as the site rules and regulations, including his sub-consultants and their employees, the South African safety regulations ain 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 Subconsultants.

#### 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

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.

#### 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

6.

- 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:

- 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 effected 30 days from date of statement.

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

#### 5.3 Currencies of Payment

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

### 5.4 Disputed Invoices

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

#### 5.5 Independent Audit

- 5.5.1 The Consultant shall maintain up-to-date records which clearly identify relevant time and expense and shall make these available to the Client on reasonable request.
- 5.5.2 Except where the Agreement provides for lump sum payments, not later than twelve months after the completion or termination of the Services, the Client can at notice of not less than 7 days require that a reputable firm of accountants nominated by him audit any amount claimed by the Consultant by attending during normal working hours at the office where the records are maintained.

#### 6. LIABILITIES

#### 6.1 Liability of the Parties

- 6.1.1 Neither Party shall be liable to the other for loss of profit or other special damages unless such loss of profit or other special damages was expressly contemplated at the time of entering into the Agreement.
- 6.1.2 In the event of the Client having a claim against the Consultant, the Client shall be entitled to set off such claim against any amounts due to the Consultant, or to deduct same from any security held by the Client, notwithstanding that such claim may be unliquidated.

#### 6.2 Compensation

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

 Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise; In any event, the amount of such compensation will be limited to the amount specified in Sub-Clause 6.4 [Limit of Compensation].

#### 6.3 Duration of Liability

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

#### 6.4 Limit of Compensation

- 6.4.1 The maximum amount of compensation payable by either party to the other in respect of liability under this Agreement is limited to the amount stated in the Particular Conditions. This limit is without prejudice to any Agreed Compensation specified under Sub-Clause 5.2.2 or otherwise imposed by the Agreement.
- 6.4.2 Each Party agrees to waive all claims against the other in so far as the aggregate of compensation which might otherwise be payable exceeds the maximum amount payable.
- 6.4.3 If either Party makes a claim for compensation against the other Party and this is not established the claimant shall entirely reimburse the other for his costs incurred as a result of the claim.

#### 6.5 Indemnity

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

#### 6.6 Exceptions

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

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

#### 7. INSURANCE

#### 7.1 Professional Indemnity

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

## 7.2 Additional Insurances

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

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



(f) Group Life Assurance;

#### 8. SETTLEMENT OF DISPUTES

#### 8.1 Amicable Dispute Resolution

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

#### 8.2 Mediation

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

#### 8.3 Arbitration

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

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

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

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

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## **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: 10398796/22.** 

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		
f)	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.

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.
- 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)

Product Description	Unit Price	Quantity	Total Price
Normal Cordless Standard		600	
phone			
Switchboard		8	
Receptionist/Secretary/Contact		80	
Centre phones			
Soft Phones licenses		2000	
Executive Phones		6	
Headsets		2000	

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Description	Amount
Hardware Equipment (Including Adhoc)	
Project Implementation	
Maintenance and Support	
Total excluding VAT	
Grand Total inclusive of VAT	

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

The Bidder is required to submit the following:

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



# 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 30 September 2022 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 15 February 2023 and the Bidder's programme shall comply with this requirement by the Employer.

Table C3.1: Dates for delivery and completion

Item	Start Date	Completion Date	Working Period
1: Sourcing and provisioning of Telephone equipment	03 October 2022	14 November 2022	6 Weeks
2: Project Kick-off	10 October 2022	10 October 2022	01 Day
3: Installation, Configuration, Testing and Go-Live of the IP PBX and contact Centre.  Solution documentation (high level designs/technical solution designs) and test results.  (Completion certificate per site).	17 October 2022	17 November 2022	1 Month
Installation of Telephones	17 November 2022	31 January 2023	2 Months
4: Project sign off, hand-over and closure.	10 February 2023	10 February 2023	1 Day
5: Hardware/Software maintenance and support for the Local Area Network switches and Data Centre switches for a period of five years	01 February 2023	31 January 2028	5 Years
Hardware/Software maintenance and support for the Wi-Fi solution for a period of five years.  Professional Technical support for the Local Area			
Network switches/Data Centre switches and Wi-Fi solution for a period of five years.			

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

Name of Bidder:		

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

## **C3.2. SCOPE OF WORK**

Provisioning of the an off-premise hosted PBX solutions and telecommunication services to Rand Water for a period of Five (5) years, inclusive of the following services:

- Installation and Configuration of contact center services
- Provisioning of Telecommunication devices (headsets, desk phones, softphones etc.)
- project management
- maintenance for a period of Five (5) years.

Bidders must be capable of supplying a workable solution including setting up contact centers as required by Rand Water.

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

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## **PART C4: SITE INFORMATION**

## **C4. SITE INFORMATION**

Rand Water is a South African water utility that supplies potable water to the Gauteng province and other areas of the country.

Rand Water has approximately 3500 fulltime employees. Its main office is located at 522 Impala Road Glenvista Johannesburg. It currently has a voice over IP (VoIP) configuration that provide telecommunication with +- 3000 hand-sets between Rand Water sites via the LAN and WAN connection. Four of the of the 34 sites has Siemens Hipath 4000 Private Branch Exchange (PBX) installed and configured to service Rand Water with voice. The four sites have MRS systems to cater for voice mails and voice to fax features. There are some sections such as the Medical Aid, Finance Services and the Customer Care Service that uses the contact centre feature to log and manage calls. The call centre\ contact Centres at Rietvlei uses a call-cabinet system for voice logging. Sites are using analogue phones in allocated areas as backup for network outages. Analogue fax machines are utilised for the Legal and Records section. The sites have switchboard operators onsite.

## **PBX WAN Connectivity**

The WAN connectivity between the four sites; Rietvlei (HO); Central Depot (CD), Zuikerbosch (ZB) and Vereeniging (VG) host the Siemens PBX's and its running on a MPLS at a 100Mbps

Table1: Current WAN connectivity.

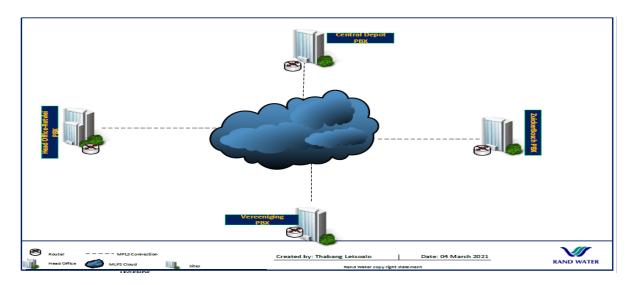


Table 2: PBX User Information

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#### PBX SITE INFORMATION

#### HEAD OFFICE

PBX : Siemens HIPath 4000
 Main Number : 011 682 0000 / 0911

Users: 1275
 VoIP: Yes
 PRI:3
 SIP: None
 Fax lines: yes

Call Centre: Yes
 Call Agents: 10

Analog: 3 usable

Call Recording : CallCabinet

Voicemail : Yes
 Switches : POE
 IVR : Yes

Switchboard Users: 3

#### CENTRAL DEPOT & ZWARTKOPPJES

PBX : Siemens HIPath 4000
 CD Main Number : 011 724 9000

ZK Main Number: 011 724 9400
 Users: 944
 VoIP: Yes

PRI :2
SIP : None
Fax lines : yes
Analog : Yes
Call Centre : No
Call Agents : None
Call Recording : None
Voicemail : Yes

Switches: POEIVR: None

Switchboard Users: 2

#### VEREENIGING & ANALYTICAL SERVICE

PBX : Siemens HIPath 4000
 VG Main Number :016 430 8400

AS Main Number : 016 430 8500

Users: 566
VoIP: Yes
PRI:
SIP: None
Fax lines: yes
Analog: Yes
Call Centre: no
Call Agents: None
Call Recording: None

Voicemail : Yes Switches : POE IVR : No

Switchboard Users : 2

# ZUICKERBOSCH

PBX : Siemens HI Path 4000
 CD Main Number : 016 425 9000

Users: 439
VoIP: Yes
PRI:2
SIP: None
Fax lines: yes
Analog: Yes
Call Centre: No
Call Agents: None
Call Recording: None
Voicemail: Yes
Switches: POE
IVR: Yes

Switchboard Users: 2

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