



CONTRACT NO: VCW269/ERPIS/21

VAAL CENTRAL WATER

REQUEST FOR PROPOSAL FOR APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO IMPLEMENT AN ENTERPRISE RESOURCE PLANNING (ERP) INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER

PROCUREMENT DOCUMENT

MAY 2026

TENDER SUBMITTED BY:

Registered Name of Company:

Address:

Telephone Number:

Fax Number:

E-mail:

Issued by:



Vaal Central Water
PO Box 30121
Pellissier
9322

Contact

Name: Mr. Khutso Sethoga
Telephone: 051 – 403 0800
Fax: 051 – 422 5333
E-mail: khutsos@vcwater.co.za

ISSUE DATE: **FRIDAY, 22 MAY 2026**

COMPULSORY SITE MEETING DATE: **WEDNESDAY, 03 JUNE 2026**

CLOSING DATE: **THURSDAY, 18 JUNE 2026**

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER

CONTRACT NO: VCW269/ERPIS/21

TENDER SUMMARY PAGE

TENDERER				
	(Name of Tenderer)			
TELEPHONE	FAX			
TOTAL PRICE (Incl. VAT) <u>Note: The Total Price stated in this page shall correspond with the Form of Offer and Acceptance amount</u>				
	(in words)			
	(in words)			
	(in figures)			
COMPLETION PERIOD				
	(weeks)			
PREFERENCES CLAIMED FOR:				
LOCAL ENTERPRISE:	YES		NO	

Note: This page is used for tender opening purposes only. Where there is a discrepancy between this page and the Form of Offer and Acceptance, then the latter will be taken as the valid offer.

Project Description: Appointment of Professional Service Providers to Implement an ERP Information System on Behalf of Vaal Central Water
Project Number: VCW269/ERPIS/21

PORTION 1: TENDER

PART T1: TENDERING PROCEDURES

Project Description: Appointment of Professional Service Providers to Implement an ERP Information System on Behalf of Vaal Central Water
Project Number: VCW269/ERPIS/21

VAAL CENTRAL WATER

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER

CONTRACT NO: VCW269/ERPIS/21

PART T1 : TENDERING PROCEDURES

- T1.1 Tender Notice and Invitation to Tender**
- T1.2 Tender Data**
- T1.3 Standard Conditions of Tender**

VCW269/ERPIS/21

REQUEST FOR APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER

Section T1.1: Tender Notice and Invitation to Tender

1. Background

Vaal Central Board derives its primary mandate from the Water Services Act, Act 108 of 1997 and is, in terms of the Public Finance Management Act (PFMA), Act 1 of 1999, Schedule 3B, a National Government business entity, which reports to the Executive Authority, represented by the Minister of Water and Sanitation through the Department of Water and Sanitation (DWS). Vaal Central is a Water Board with the mandate to provide water services to the Southern and Central areas of the Free State Province and the Northern Cape respectively to include the entire jurisdictional area that was previously serviced by Sedibeng Water as gazetted on 26 July 2022 by the minister of Water of Water and Sanitation.

Vaal Central Water derives its primary mandate from the Water Services Act 108 of 1997 and is in terms of the Public Finance Management Act (PFMA), Act 1 of 1999, Schedule 3B, a National Government business entity, which reports to the Executive Authority, represented by the Minister of Water and Sanitation through the Department of Water and Sanitation (DWS).

2. Vaal Central Water specific goals

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

The specific goals allocated points in terms of this tender		Number of points allocated	Number of points allocated	Number of points claimed (80/20 system)	Number of points claimed (90/10 system)
		(80/20 system) (To be completed by the organ of state)	(90/10 system) (To be completed by the organ of state)	(To be completed by the tenderer)	(To be completed by the tenderer)
Categories of specific goals	Requirements				

SP
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Blacks and people who had no franchise on national elections before 1994 constitution (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	3	2		
Women (more than 50% ownership) Or Youth (more than 50% ownership) Or People with disability (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report Or Certified ID copy and CIPC registration/ CSD report Or Medical report sanctioned by qualified professional and CIPC registration/ CSD report	2	1		
Located in a specific Local Area of Supply for work to be done Free State and Northern Cape Provinces	Official Municipal Rates Statement which is in the name of the bidder Or Valid Lease agreement which is in the name of the bidder and the lessor. Or Permission to	10	4		

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

The specific goals allocated points in terms of this tender		Number of points allocated	Number of points allocated	Number of points claimed (80/20 system)	Number of points claimed (90/10 system)
		(80/20 system) (To be completed by the organ of state)	(90/10 system) (To be completed by the organ of state)	(To be completed by the tenderer)	(To be completed by the tenderer)
	Occupy from Local Chief in the case of Rural areas which is in the name of the bidder (Vaal Central Water reserves the right to verify all addresses)				
Promotion of BBEE companies	Sworn affidavits/ CIPC/ BBEE certificate	5	3		
BBBEE Level 1		5	3		
BBBEE Level 2		2	1		
BBBEE Level 3		0	0		
BBBEE Level 4+		0	0		
Total Points		20	10		

Notes to complete table for specific goals:

THE FOLLOWING DOCUMENTS MUST BE ATTACHED AS PROOF OF THE POINTS CLAIMED.

A: BBEE for EME and QSE

- Sworn affidavit signed by the company representative and attested by a Commissioner of Oaths
- A certified copy of a BBEE certificate
- CIPC registration / CSD report

B: Women Owned Companies of Ownership

- Certified RSA identity document
- CIPC registration / CSD report

C: Youth Owned Companies or Ownership

- A tenderer must submit a copy of their CIPC company registration and /or shareholder certificate as proof, which shows ownership or share certificate documents and ID of owners. The youth owners should be less than 35 years at the time of submission of tender to claim these points.
- Certified RSA identity document

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- CIPC registration / CSD report

D: Persons with Disability Owned Companies or Ownership

- Medical report sanctioned by qualified professional and
- Certified RSA identity document
- CIPC registration / CSD report

E: Locality of supplier. Tenderers should complete one relevant row for points claimed.

- The municipal rates and taxes statement, which is in the name of the company, not older than three (3) months; or
- The Clearance Certificate issued by the bidding companies' local municipality, which is in the name of the company, not older than three (3) months; or
- The completed Municipal Form with either the stamp of the municipality or the landlord, which is in the name of the company, not older than three (3) months. (If the landlord does not have a stamp, please attach the lease agreement and landlord's municipal account statement).
- An official letter which is in the name of the company from the local tribal authority, not older than three (3) months; or
- A valid signed lease agreement which is in the name of the company, that clearly shows the business address (not expired at closing date); or
- If the municipal rates and taxes statement is in the Landlord's or Director's name an affidavit certified by the commissioner of oaths must be attached indicating that the company/enterprise is operating from the stated address, accompanied by their municipal rates and taxes statement (not older than three (3) months).

NB: If no proof is attached the tenderer will not be awarded the points claimed

Vaal Central Water accordingly invites suitably qualified and experienced Service Providers to submit proposals to Vaal Central Water for the following:

3. Implementing a new Information System

The new information system will assist Vaal Central Water in terms of accuracy and completeness of data, compliance and reporting as financial reporting is now based on GRAP and other best practices which was not the case when the intranet was developed. Information Risk will be reduced as the information system will be supported by partners and when there are changes in legislation or prescripts the system will be enhanced for compliance. Identified security loopholes will be patched by the service provider.

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4. Scope of Work

Vaal Central Water is embarking on a tender to replace and augment its core IT systems with an integrated ERP solution. The software suite of applications will replace existing software approaching end of life. It will integrate with core utility applications such as SCADA and GIS.

The functionality in this document describes the key applications required for the initial roll out, which will commence with finance and other key areas such as procurement and HR. Further rollout will cover more business processes in areas such as asset management, supply chain management, inventory management, project management, water management & billing (water model), water quality. The implementation will be phased over several years with the assistance of experienced ERP consultants and a dedicated project team from Vaal Central Water.

The applications described below are mainly focused on the distribution side of the business but may encompass generation (for example financials and assets) as the project progresses. The business and functional specification provided, is summary only and based on interviews with key managers and staff. The implementation strategy is to implement a new ERP using standard business processes already in use in other utilities worldwide. Customization and use of existing localised processes will be considered, with the consent of the change management team.

Potential suppliers should provide a response to the core requirements listed below. Any additional modules used in electricity distribution can be quoted as 'optional functionality' and presented as part of the tender. These modules may be included or considered at a later stage.

General requirements are:

- The system must be hosted in Vaal Central Water premises, supplier can propose cloud hosting solution.
- The system should be fully integrated to eliminate multiple input of data by users.
- All systems data must be stored in a Microsoft SQL Server database for which Vaal Central Water will provide the license.
- The systems must be Generally Recognized Accounting Practices (GRAP) compliant and provide users with GRAP compliant reporting.
- All systems must be implemented at Vaal Central Water premises and the entity data shall not be removed from site for the purpose of this implementation.
- Vaal Central Water will not grant the service provider remote access to its network for purpose of this implementation.
- All systems will be implemented, configured and tested before they can be deployed into Vaal Central Water production environment.
- All systems must be licensed under Vaal Central Water during project handover for a period of five years.
- The appointed service provider must provide an implementation plan on which they will periodically report progress to Vaal Central Water management.
- System must be implemented such that other partners will be able to support for elimination of reliance on single company.

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- Access to the system should be setup according to Vaal Central Water employees access requirements or at least groups be created which will allow access allocation accordingly.
- Service provider must be able to perform data migration from the old system to the new system. The data to be migrated will be determined in due course.
- Service provider must be able to provide Customer Relationship Management system or functionality for reporting of daily incidents for various departments.
- The system must be implemented with minimal customization to ensure future updates and upgrades installed swiftly.
- Appointed Service provider must train Vaal Central Water employing on usage of the new information system functionality related to their duties and be available for 2 months to assist whenever they encounter challenges.
- Full documentation of the system including the interfaces must be provided to Vaal Central Water.
- Service provider will be required to provide licensing, support and maintenance for a period of 60 months following handover of the information system.
- Tracking of submissions, progress reports, briefing session minutes, site minutes, change orders issued, completion reports including repository of these documents.

Required Qualifications/Evaluation of Bids:

Preference will be given to Service Providers who demonstrate previous expertise in the relevant field, capabilities, and have the required qualified human resources and expertise. The prospective service providers must demonstrate competency, mention experience and attach a list of projects they have successfully completed of a similar nature and demonstrate sound ability for project Implementation.

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EVALUATION CRITERIA: STAGE 1:

Criteria	Weight
<p>System Implementation</p> <p>1. Company Experience and Reference Letters: The bidder must provide details of work of a similar nature undertaken by the bidder within the previous five (5) years or more.</p> <p>The bidder is required to provide three (3) contactable client references where its services can be verified. References should be presented in a form of a written letter on an official letterhead from clients where similar services (ERP) have been provided and the letters may not be older than five (5) years. No appointment letters from clients will be accepted as reference letters.</p> <p>Maximum of 25 points will be awarded as follows:</p> <ul style="list-style-type: none"> • Less than two (2) relevant reference letter demonstrating less than five years of experience = 0 points • Three (3) relevant reference letter's demonstrating five or more years of experience = 15 points • More than three (3) relevant reference letters, demonstrating five or more years of experience = 25 points 	<p>25</p>
<p>2. Expertise of technical personnel, related to this project (Attach CV and qualification certificates)</p> <p>ICT Project Manager with PM certification (e.g., PMP, PRINCE 2) with more than 10 years of experience in ICT project management and the project team with more than 5 years' experience implementing an ERP solution</p> <p>The points would be allocated as follows for the assessment of technical personnel:</p> <ul style="list-style-type: none"> • CV and qualifications attached with less than the 10 years' experience required for an ICT project manager and project team with relevant skills, knowledge and experience with less than 5 years = 0 points • CV's and qualifications attached with the 10 years' experience required for an ICT Project manager and project team with relevant skills, knowledge and experience with 5 years = 12 points • CV's and qualifications attached with the experience required for an ICT Project manager with more than 10 years and project team with relevant skills, knowledge and experience with more than 5 years = 15 points 	<p>15</p>

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<p>3. Service Methodology</p> <p>Bidder to explain the methodology of delivering services/product that have been formally placed on order. Bidder to propose an SLA for managing the delivery of services in terms of timelines, turn-around times, roles and responsibilities, terms and conditions and other related SLA parameters.</p> <ul style="list-style-type: none"> Comprehensive Implementation Plan with clear deliverables of the scope and timelines, with the project timelines not exceeding eighteen (18) months. = 15 points Comprehensive Implementation Plan with clear deliverables of the scope and timelines, with the project timelines exceeding eighteen (18) months but less than twenty-four (24) months = 5 points Comprehensive Implementation Plan with clear deliverables of the scope and timelines, with the project timelines exceeding twenty-four (24) months = 0 points 	15
System Support (Post-implementation)	
<p>Previous Relevant Experience of the Bidder in supporting the proposed ERP system</p> <ul style="list-style-type: none"> Number of previous support projects of the system in South Africa. (Attach proof in the form of reference letters with contactable reference client information from South African customers where the system was successfully supported). - 3 support projects or more = 10 points - 1-2 support projects = 5 points 	10
<p>Functional Team Leads with a minimum of a 3-year Diploma/Degree in Information and Communication Technology (ICT) or functional area related qualification.</p> <ul style="list-style-type: none"> Must be certified in the functional area of the proposed ERP Solution. Must have been involved in a minimum of 3 ERP Implementation projects of the proposed ERP solution. <p>(Attach detailed CV's and certificates of qualifications as proof)</p>	5
<p>4. Locality: Proof of business/office locally based</p> <p>Bidder business offices located within area of supply. Free state and Northern Cape = 5 points</p> <p>Bidder business offices located in South Africa but not within the area of supply. = 0 points</p>	5
<p>Total</p>	75 points

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Minimum threshold: (60 points) for progressing to the next stage of evaluation.

<p>5. Presentation:</p> <p>Bidders will be expected to do a presentation, 45 minutes will be allocated per presentation. The presentation must cover how the project will be implemented including but not limited to the tender specifications.</p> <ul style="list-style-type: none"> • Functional architecture should show all the modules in scope and possible external system integration. The Technical architecture should show the envisaged technical landscape = 5 points • Collection of billing information from meters both manually (meter reading) and electronically (meter data management system or head end system). Show the ability of the system to collect data from different types of meters (e.g., smart, or non-smart). The service provider should demonstrate using its own external systems or hardware = 5 points • Show reporting capabilities. Showcase standard report that come with the system including the ability to add and the ability to customise the reports and data analytics = 5 points • Show ability to bill using tariff structures. Show posting to billing and finance and/or other module(s). Show how the meter information moves from collection to billing = 5 points • Provide a detailed project plan, including milestones, deliverables, timelines, and reporting structures with value add. Bidder defined performance metrics, quality standards, and monitoring mechanisms to ensure consistency. = 5 points • Provide a detailed financial breakdown of the cost in the financial proposal per activity and per year = 5 points <p>Minimum threshold: (25 points) for progressing to the next stage of pricing.</p>	<p>30 points</p>
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Item	Weight	Score	Total (Weight x Score)
Functional Scoring	80%		
Demonstration	20%		
TOTAL			
Minimum score			80%

NB: The tender document will be available from National Treasury e-tenders and Vaal Central Water portal from **Friday, 22 May 2026**.

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NOTE: A compulsory briefing session will be held on **Wednesday, 03 June 2026 at 11h00** at Vaal Central Water Head Office, 2 Mzuzu Street, Pellissier, Bloemfontein, 9322. Completed tender documentation must be addressed as below and deposited before **12:00** on **Thursday, 18 June 2026** at the **Tender Box situated at the Vaal Central Water Head Office** for attention:

Supply Chain Management

Vaal Central Water
2 Mzuzu Street,
Pellissier,
Bloemfontein,
9322

Each bidder must submit One envelope clearly marked Tender No. **VCW269/ERPIS/21 – Request for Appointment of Professional Service Providers to Implement an ERP Information System on Behalf of Vaal Central Water** with the bidder’s name and address.

An appointment will be made in terms of the approved Supply Chain Management Policy of the Board of Vaal Central Water.

The invitation for proposal does not amount to an invitation for offers and Bloem Water reserves the right to accept or reject any proposal or part thereof.

Tenders may only be submitted on the tender documentation that has been issued. **A one-envelope system will be followed.**

Proposals which are incomplete, filled in incorrectly, or telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted which is received after the close of the tender, will not be accepted.

Tender offer validity

VCW requires a validity period of **(120 Business days)** from closing date against this RFP, excluding the first day and including the last day. VCW may at any time prior to the expiry of the bid validity period, extend the above validity period by **90 days** written notice in the VCW website and E-tender website, on the same terms and conditions. In that event, VCW will not require consent from the bidders, and bidders will not be required or permitted to amend any of their proposals. However, bidders are not obliged to extend the validity period. In the case where bidders are not in agreement with the validity extension, they must inform VCW in writing and their proposals will be considered non-responsive.

Once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)’ bid will be deemed to remain valid until a final contract.

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Witness 1

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Employer

Witness 1

Witness 2

Technical Queries can be directed to:

Mr. K. Sethoga
ICT Manager: Information Systems
Tel: 051 403 0800
Fax: 051 422 5333
E-mail: khutsos@vcwater.co.za

Tender Administrative Queries can be directed to:

Supply Chain Management
Tel: 051 - 403 0800
Fax: 051 – 422 5333
Email: bids@vcwater.co.za

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Witness 1

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VAAL CENTRAL WATER

REQUEST FOR PROPOSAL (RFP): APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER

T1.2 : TENDER DATA

The Standard Conditions of Tender for Procurement make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the Clause in the General Condition of Contract (GCC) Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause	Addition or Variation to Standard Conditions of Tender
F.1	General
F.1.1	Actions The Employer is VAAL CENTRAL WATER, represented by the CHIEF EXECUTIVE The Employer's delegated representative is: Mr. K. Sethoga ICT Manager: Information Systems Tel: 051 403 0800 Fax: 051 422 5333 E-mail: khutsos@vcwater.co.za Address: 2 Mzuzu Street, Pellissier P.O. Box 30121, 9322 BLOEMFONTEIN Free State Province South Africa
F.1.2	The tender documents issued by the Employer comprise of two Books and four volumes.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender				
	TENDER DOCUMENT				
	BOOKS (Volumes Bound Together into Books)	VOLUMES		CONTENTS	
		Number	Description	Number	Heading
	Book 1	Volume 1	Tendering Procedures	Part T1	Tendering Procedures
				T1.1	Tender Notice and Invitation to Tender
				T1.2	Tender Data
				T1.3	Standard Conditions of Tender
	Book 1	Volume 2	Returnable documents and Schedules	Part T2	Returnable documents and Schedules
				T2.1	Returnable Schedules required for Bid evaluation purposes
				T2.2	Other Documents required for Bid evaluation Purposes
				T2.3	Other Documents which will be Incorporated into the Contract
				T2.4	Returnable Schedules Checklists
	Book 2	Volume 3 (Submit in Separate envelope)	Financial Offer	Part T2	Returnable documents and Schedules
				T2.1	SBD 3.3 Pricing Schedule for Professional Services
				Part C1	Agreement and Contract Data
				C1.1	Form of Offer and Acceptance
				Part C2	Pricing Data
				C2.1	Pricing Instructions
				C2.2	Schedule of Quantities
	C2.3	Summary of Activity Schedule			
				C2.4	Banking Details
	Book 1	Volume 4	The Contract	Part C1	Agreement and Contract Data
				C1.2	Contract Data
				C1.3	Standard Professional Services Contract
				Part C3	Scope of Work
				C3.1	Scope of Work
				C3.1.1	Employers Objectives
				C3.1.2	Description of Services Required
				C3.1.3	Use of Reasonable Skill and Care
				C3.1.4	Brief
				C3.1.5	Deliverables
				C3.1.6	Form of Communication
				C3.1.7	Management Meetings
				C3.1.8	Claims for Payment
	C3.1.9	Employers Right to recover Costs			
	Part C4	Site Information			
	C4.1	Site Location and Directions			

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender																						
F.1.3	Interpretation																						
F 1.3.2	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.																						
F 1.4	Communication and Employer's Agent																						
	Attention is drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Bidders will be regarded as amending the Tender Documents.																						
F 1.5	The Employer's right to accept or reject any tender offer																						
F 1.5.3	The Employer may reject a tender if, in the opinion of the Employer, the Bidder will be unable to achieve the contract participation goal tendered, in the performance of the contract.																						
F.1.6.2	Competitive negotiation procedure																						
	A competitive negotiation procedure will not be followed.																						
F.1.6.3	Proposal procedure using the two-stage system																						
	A ONE-ENVELOPE system will be followed.																						
F.2	BIDDER'S OBLIGATIONS																						
F.2.1.1	Eligibility																						
	A. Bidders who do not adhere to those criteria listed below a PRE-QUALIFIER, will be disqualified immediately.																						
	<table border="1"> <thead> <tr> <th colspan="2">Responsiveness Criteria</th> <th>Prequalifying Criteria</th> <th>Applicable to this Tender</th> </tr> <tr> <th colspan="2"></th> <th></th> <th>(Y/N)</th> </tr> </thead> <tbody> <tr> <td rowspan="5">1</td> <td>Fully completed and signed Standard Bidding Documents</td> <td rowspan="5">Pre-Qualifier</td> <td rowspan="5">Y</td> </tr> <tr> <td>· SBD Form 1</td> </tr> <tr> <td>· SBD Form 3.3</td> </tr> <tr> <td>· SBD Form 4</td> </tr> <tr> <td>· SBD Form 6.1</td> </tr> <tr> <td>2</td> <td>Attendance of the Compulsory Clarification Session attended by the Bidder Duly Authorised representative</td> <td>Pre-Qualifier</td> <td>Y</td> </tr> </tbody> </table>			Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender				(Y/N)	1	Fully completed and signed Standard Bidding Documents	Pre-Qualifier	Y	· SBD Form 1	· SBD Form 3.3	· SBD Form 4	· SBD Form 6.1	2	Attendance of the Compulsory Clarification Session attended by the Bidder Duly Authorised representative	Pre-Qualifier	Y
Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender																				
			(Y/N)																				
1	Fully completed and signed Standard Bidding Documents	Pre-Qualifier	Y																				
	· SBD Form 1																						
	· SBD Form 3.3																						
	· SBD Form 4																						
	· SBD Form 6.1																						
2	Attendance of the Compulsory Clarification Session attended by the Bidder Duly Authorised representative	Pre-Qualifier	Y																				

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender		
3	Bidder to provide proof of being a partner for the OEM i.e SAP, Oricle, Microsoft, SAGE)	Pre-Qualifier	Y
4	Particulars of Professional indemnity insurance - Provide full details of your professional indemnity insurance arrangements. State underwriter, limits of any one occurrence and deductible as well as maturity dates.	Pre-Qualifier	Y
5	The Bidder should be able to submit the following: <ul style="list-style-type: none"> • Certified copy of certificate of Incorporation if Bidder is a company or; • Certified copy of founding statement if Bidder is a closed corporation or; • Certified copy of Partnership agreement if Bidder is a partnership or; • Certified copy of Identity document if Bidder is a one-man concern. 	Pre-Qualifier	Y

B. Bidders who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will not be evaluated further.

Responsiveness Criteria	Clarification Time	Applicable to this Tender (Y/N)	
1	The Respondent submits a valid Tax Compliance Status PIN letter issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. Respondents shall be registered and in good standing with the South African Revenue Services (SARS) and should be able to submit a valid tax compliance pin issued by SARS. Each party to a Consortium/Joint Venture should be able to submit a separate valid Tax Compliance Status PIN letter and attach it to the schedule.	7 days	Y
2	Respondents that provide a copy of latest Unemployment Insurance Fund (UIF) return (if not stated on the valid tax compliance pin)	7 days	Y
3	The Respondent has not abused the Employer's Supply Chain Management	7 days	Y

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender			
		System or failed to perform on any previous contract and has been given written notice to this effect.		
	4	The Respondent or any of its Directors/Shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.	7 days	Y
	5	The Employer will only enter into a formal contract with a respondent who is registered on the National Treasury Central Supplier Database (CSD). The submission of a full CSD report (not summary) is compulsory for any Respondent to be eligible to submit.	7 days	Y
	6	The Respondent has completed the Declaration of Interest and there are no conflicts of interest which may impact on the Respondent's ability to perform the contract in the best interests of the Employer or potentially compromise the submission process and persons in the employ of the state are permitted to submit bids or participate in the contract.	7 days	Y
	7	The Respondent submits a valid B-BBEE Compliance Certificate issued by an Accredited Service Provider or Certified Sworn Affidavit.	7 days	Y
	8	The Respondent submits and original (or certified copy) of Municipal rates clearance certificate or a certified copy of the lease agreement - Not older than 3 months (Vaal Central Water reserves the right to conduct physical verification of premises).	7 days	Y
	9	Only those Respondents that can provide Financial references, audited financial statements as required and with a bank rating of not less than a "C" can be considered for evaluation.	7 days	Y
	10	Annexure 1: Acceptance of Bid conditions - to be duly completed and	7 days	Y
	11	Annexure 2: Supply Chain Management Questionnaire - to be duly	7 days	Y

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Clause	Addition or Variation to Standard Conditions of Tender
F.2.8	Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or the Employer’s Agent indicated in the tender notice and invitation to tender (Section T1.1) in writing at least ten (10) working days before the closing time stated in clause 2.15.
F.2.11	To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.
<p data-bbox="188 562 288 589">F.2.12</p> <p data-bbox="188 624 288 651">F.2.12.1</p>	<p data-bbox="336 562 708 589">Alternative tender offers</p> <p data-bbox="336 624 1458 842">If a Bidder wishes to submit an alternative tender offer, he/ she shall do so as separate complete offer on a separate complete set of tender documents clearly marked as an “Alternative Tender” in order to distinguish it from the unqualified tender. The only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer’s standard and requirements, the details of which may be obtained from the Employer’s agent.</p> <p data-bbox="336 887 1458 1211">Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer’s standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p data-bbox="336 1256 1458 1435">Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer’s standards and requirements.</p> <p data-bbox="336 1480 1458 1581">The modified Pricing Data must include an amount equal to 5% of the full amount tendered for the alternative portion of the offer to cover the Employer’s costs in confirming the acceptability of the detailed design.</p>
F.2.13	<p data-bbox="336 1632 719 1659">Submitting a tender offer</p> <p data-bbox="336 1693 1458 1760">No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.

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Clause	Addition or Variation to Standard Conditions of Tender
F.2.13.4	The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
F.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Tender Box</p> <p>Physical address: Ground Floor Main Entrance, 2 Mzuzu Street, Pellissier, Bloemfontein, 9322</p> <p>Identification details: Tender number: VCW269/ERPIS/21</p> <p>Title of tender: REQUEST FOR PROPOSAL (RFP): APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER Sealed tenders with the Bidder's name and address and the endorsement "TENDER NO. VCW269/ERPIS/21" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.</p>
F.2.13.10	By signing the offer part of C1.1 Form of Offer and Acceptance the Bidder declares that all information provided in the tender submission is true and correct.
F.2.13.11	Accept that the Employer shall in the evaluation of tender offers take due account of the Bidder's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details of contracts of a similar nature and magnitude which they have successfully executed in the past.
F.2.14	<p>Add the following to the clause:</p> <p>The Bidder is required to enter information in the following sections of the document:</p> <p>Section T2 : Returnable Documents and Schedules</p> <p>Section C1.1 : Form of Offer and Acceptance</p> <p>Section C1.2 : Contract Data</p> <p>Section C2.2 : Bill of Quantities</p> <p>Section C2.3 : Summary of Schedules</p>

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Clause	Addition or Variation to Standard Conditions of Tender
	<p>Section C2.4 : Bank Details</p> <p>The above sections shall be signed by the Bidder (and witnesses where required). Individual pages should only be initialled by the successful Bidder and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Bidder shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Bidder after acceptance by the Employer of the tender offer.</p>
<p>F.2.15</p> <p>F.2.15.1</p>	<p>Closing time:</p> <p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
<p>F.2.16</p> <p>F.2.16.1</p>	<p>Tender offer validity</p> <p>VCW requires a validity period of (120 Business days) from closing date against this RFP, excluding the first day and including the last day. VCW may at any time prior to the expiry of the bid validity period, extend the above validity period by 90 days written notice in the VCW website and E-tender website, on the same terms and conditions. In that event, VCW will not require consent from the bidders, and bidders will not be required or permitted to amend any of their proposals. However, bidders are not obliged to extend the validity period. In the case where bidders are not in agreement with the validity extension, they must inform VCW in writing and their proposals will be considered non-responsive.</p> <p>Once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract.</p>
<p>F.2.17</p>	<p>Clarification of tender offer after submission</p> <p>A tender will be rejected as non-responsive if the Bidder fails to provide any clarification or supporting documentation requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documentation. A tender will also be rejected as non-responsive if the Bidder fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.3</p>
<p>F.2.23</p>	<p>Certificate</p> <p>Refer eligibility criteria as specified in Clause F.2.1.1, information and data to be completed in all respects as per Clause F.2.14, and the test for responsiveness as specified in Clause F3.8.1</p>
<p>F.3</p>	<p>The Employer's undertakings</p>
<p>F.3.1.1</p>	<p>Respond to a request for clarification received up to ten (10) working days before</p>

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Clause	Addition or Variation to Standard Conditions of Tender
	the Tender closing time stated in the Tender Data and notify all Bidders who drew procurement documents within seven (7) working days of the same date.
F.3.2	<p>Issue Addenda</p> <p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the Bidder shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p>
F3.4 F.3.4.1	<p>Opening of tender submissions</p> <p>The time and location for opening of the tender offers is:</p> <p>Time: Tenders will be opened immediately after the closing time (12:00) for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.</p> <p>Location: Tender Submission Office, Ground Floor Main Entrance, 2 Mzuzu Street, Pellissier, 9322</p>
F.3.8.1	<p>Test for responsiveness</p> <p>A responsive tender will be evaluated in terms of the following:</p> <p>Accept that failure to comply with any one of this requirement, shall result in a tender offer being regarded as non-responsive</p> <ul style="list-style-type: none"> • the eligibility requirements of Clause F.2.1, • attendance at the clarification meeting as per Clause F.2.7, • all required documents signed by the authorised signatories as per Clause F.2.13.4, • acknowledge addenda as per Clause F.3.2 • information and data to be completed in all respects as per Clause F.2.14
F.3.9.1	<p>Arithmetical errors, omissions and discrepancies</p> <p>Check all responsive tenders prior to the evaluation of tender offers in accordance with F.3.11 for:</p> <p>a) the gross misplacement of the decimal point in any unit rate;</p> <p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <ol style="list-style-type: none"> i. line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii. the summation of the prices.

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Clause	Addition or Variation to Standard Conditions of Tender
<p>F.3.9.2</p>	<p>Where the Bidder elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the corrected total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of prices.</p> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.</p>
<p>F.3.11.1</p>	<p>The Bidders will be evaluate in terms of the Preferential Procurement Policy Framework Act, No. 5 of 2000 (PPPFA). A three-stage evaluation process will be followed to evaluate the bids The procedure for the evaluation of responsive tenders is:</p> <p>1) Administrative Compliance</p> <p>Bids will be checked for the submission and completeness of the documents as per clause F.3.8.1</p> <p>2) Functionality (quality)</p> <p>The technical evaluation of all responsive proposals will be done according to the following criteria and weighting, which are described in clause F.3.11.9</p> <p>Attaining the Functionality score qualifies the bidder to enter the last stage of evaluation, but it is not factored into the final score.</p> <p>Only Proposals scoring at least 80% for Functionality will qualify for the third stage of adjudication. Bids that fall below the minimum threshold of 80% will be regarded technically unacceptable and will not be considered in the third stage.</p> <p>3) Functionality: Presentation/Demonstration</p> <p>Bidders will be expected to do a presentation, 45 minutes will be allocated per presentation. The presentation must cover how the project will be implemented including but not limited to the tender specifications.</p> <p>Only Proposals scoring at least 83,33% for Functionality will qualify for the final stage of evaluation.</p>

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Clause	Addition or Variation to Standard Conditions of Tender
	<p>4) Price and Preference.</p> <p>The Financial Proposal of bids that are administratively compliant and have attained 80% or higher for functionality are evaluated for price and BBEE status level of contributor.</p> <p>Apply Method 2: Financial offer and preference.</p> <p>Where a maximum of eighty (80) or ninety (90) tender adjudication points be awarded for price and a maximum of Twenty (20) or Ten (10) points for B-BBEE status level of contributor. Refer to the Preferential Procurement Regulations (2022).</p>
F3.11.7	<p>The maximum possible number of tender evaluation points awarded for the financial offer = $W_1 = (80)$</p> <p>The financial offer will be scored in terms of formula 2, option 1 of the Standard Conditions of Tender. Refer to the Preferential Procurement Policy appended to the returnable document.</p>
F3.11.8	<p>The maximum possible number of tender evaluation points awarded for preferences = $N_p = (20)$</p>

Evaluation

Evaluation will be in the following phases:

- Supply Chain Evaluation – supply chain will evaluate whether the bidder has provided all mandatory documentations and comply to the bid terms. Failure to comply will result in disqualification.
- Mandatory Requirements Evaluation – for each requirement, the bidder must provide proof. Failure to meet the requirements with supporting proof will result in disqualification.
- Technical evaluation – bid evaluation that includes technical, functional and people evaluation. Failure to meet minimum score will result in disqualification.
- Demonstration – demonstration must be done as per framework provided. Failure to meet minimum score will result in disqualification.
- Price – price evaluation will be done using procurement policies.

Prerequisites (Mandatory Requirements)

- Main bidder must have serviced 5 utilities in Southern African Region (provide references letters).
- Proposed ERP must be installed in at least 5 water boards or entities (such as municipalities) in South Africa (provide letter from the OEM or letter from the clients as proof).
- Main bidder must be the OEM (original equipment manufacturer) or an approved/accredited supplier of the proposed ERP (provide proof).
- Main bidder must have at least 10 years’ experience and certification in ERP Services including Implementation, Migration and/or Support (provide proof).

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- The main bidder must be authorised to train/transfer skills for the proposed ERP, to be able to transfer skills to Vaal Central Water staff compliment (provide proof such as letter from the OEM).
- The main bidder or bidder subcontracted for document and records management must be accredited in ISO 11799:2015

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F.3.16	Notice to successful and unsuccessful Bidders
F.3.16.1	Before accepting the tender of the successful Bidder the Employer shall notify the successful Bidder in writing of the decision of the Employer to award the tender to the successful Bidder.
F.3.16.2	The Employer shall, at the same time as notifying the successful Bidder of the Employer's decision to award the tender to the successful Bidder, also publish tender results on the relevant Websites.
F.3.18	<p>Provide copies of the contract</p> <p>The successful Bidder shall receive one copy of the signed contract.</p>
F.4	Additional Conditions of Tender
F 4.3	<p>General Supply Chain Management conditions applicable to tenders</p> <p>In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:</p> <p>a) has furnished the Employer with that provider's:</p> <ul style="list-style-type: none"> <input type="checkbox"/> full name; <input type="checkbox"/> identification number or company or other registration number; and <input type="checkbox"/> tax reference number and VAT registration number, if any; <input type="checkbox"/> Certificate of attendance at a compulsory site inspection, where applicable. <p>b) has indicated whether:</p> <ul style="list-style-type: none"> <input type="checkbox"/> the provider is in the service of the state, or has been in the service of the state in the previous twelve months; <input type="checkbox"/> the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or <input type="checkbox"/> whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months. <p>Irrespective of the procurement process followed, the Employer is prohibited from making an award to a person:</p> <ul style="list-style-type: none"> <input type="checkbox"/> who is in the service of the state; <input type="checkbox"/> if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or

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	<p>In this regard, Bidders shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.</p>
<p>F4.4</p>	<p>Combating abuse of the Supply Chain Management Policy</p> <p>In terms of its Supply Chain Management Policy, the Employer may reject the tender of any Bidder if that Bidder or any of its directors has:</p> <ol style="list-style-type: none"> a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; b) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that Bidder that performance was unsatisfactory; c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system; d) been convicted of fraud or corruption during the past five years; e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury’s database as a person or juristic entity prohibited from doing business with the public sector. <p>In this regard, Bidders shall complete Schedule 2 and 4, Part T2.2: Returnable Schedules: Certificate of Independent Tender Determination and Declaration in terms of the Public Finance Management Act. Failure to complete these schedules may result in the tender not being considered.</p>
<p>F.4.8</p>	<p>Claims arising after submission of tender</p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract and Scope of Work, will be admitted by the Employer after the submission of any tender and the Bidder shall be deemed to have:</p> <ol style="list-style-type: none"> 1) Fully understood the Conditions of Contract. 2) Read and fully understood the whole text of the Scope of Work and thoroughly acquainted him with the nature of the works proposed and generally of all matters which may influence the Contract. 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Employer or other Authorities in regard to access and

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	<p>transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.</p> <p>4) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Work, the exact meaning or interpretation of which is not clearly intelligible to the Bidder.</p>
<p>F.4.10</p>	<p>Requests for contract documents, or parts thereof, in electronic format</p> <p>The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the Bidder, upon written request in terms of this clause, subject to the following:</p> <ul style="list-style-type: none"> a) The electronic version shall not be regarded as a substitute for the issued tender documents. b) The Employer shall not accept tenders submitted in electronic format. Bidders may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered. c) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Bidders are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document. d) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such Bidder allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract. e) In requesting the electronic version of the tender document or parts thereof, the Bidder is deemed to have read, understood and accepted all of the above conditions.

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Section T1.3: Standard Conditions of Tender

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STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

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- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
 - c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
 - d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
 - e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
 - f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

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F.1.6.2 Competitive negotiation procedure

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

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F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

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F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

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F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

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F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been

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properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

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F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

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- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

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F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formula for calculating the value of A

1	2	3	4
Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P/P_m$
2	Lowest price or percentage commission/fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m/P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

The following procedure for the evaluation of responsive tenders is **Method 2**: Financial Offer and Preference with a pre-qualification quality evaluation

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

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- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

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F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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VAAL CENTRAL WATER
REQUEST FOR PROPOSAL (RFP): APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER

CONTRACT VCW269/ERPIS/21

BOOK 1
VOLUME 2: RETURNABLE DOCUMENTS AND SCHEDULES

PART T2
RETURNABLE DOCUMENTS

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**VAAL CENTRAL WATER
REQUEST FOR PROPOSAL (RFP): APPOINTMENT OF PROFESSIONAL SERVICE
PROVIDERS TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL
CENTRAL WATER**

CONTRACT BW269/ERPIS/21

PART T2: RETURNABLE DOCUMENTS

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T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

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**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & OSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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SP

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**PART B
 TERMS AND CONDITIONS FOR BIDDING**

- 1. BID SUBMISSION:**
- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
 - 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
 - 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
 - 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
 - 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
- 2. TAX COMPLIANCE REQUIREMENTS**
- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
 - 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
 - 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
 - 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
 - 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST

SP	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

3.5.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

I the 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.

SP	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

CATEGORIES OF PEOPLE HISTORICALLY DISADVANTAGED INDIVIDUALS	Requirements	Number of points(80/20 system)	Number of points allocated (80/20 system) (To be completed by the Tenderer)	CATEGORIES OF RDP GOALS			
Blacks and people who had no franchise on national elections before 1994 constitution (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	5					
Women (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	5					
Youth (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	3					
People with disability (more than 50% ownership)	Medical report sanctioned by qualified professional and CIPC registration/ CSD report	3					
Promotion of BBBEE companies	Sworn affidavits/ CIPC/ BBBEE certificate	4	BBBEE level	1	2	3	4+
			Points(80/20)	4	3	1	0
			Please tick applicable column				
			Total Points				

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.1.3 REGISTRATION CERTIFICATE/AGREEMENT/POWERS OF ATTORNEY/ID DOCUMENT (IF APPLICABLE)

Important note to Tenderer: Registration Certificates for Companies, Close Corporation and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID Document for Sole Proprietor, all as referred to in the foregoing forms and in T2.2.6 must be inserted here.

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.1.4 PROPOSED JOINT VENTURE AGREEMENT

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

.....

.....

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX No	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
..... %
..... %
..... %
..... %
..... %

The above-mentioned Joint venture will execute the Contract under the management of (full name)

 who is an employee of (name of joining entity)
 ; and in accordance with any further agreements as attached to this document, titled

 and dated(if applicable).

Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)

 who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.

Signed by the duly authorized representatives of the above-mentioned Joint Entities:

 SP Witness 1 Witness 2 Employer Witness 1 Witness 2

**JOINING ENTITY
AND POSITION**

.....	FULL NAME (Position)	SIGNATURE	DATE
.....
.....
.....
.....
.....
.....

WITNESSES: 1.
2.

SP	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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FORM 2.1.5 CERTIFICATE OF AUTHORITY OF SIGNATURE

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTHERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

All signatories, **including sole proprietors**, shall confirm their authority by **attaching to this page of this tender** a duly signed and **dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be

(I) Certificate for Company

I,, chairperson of the Board of Directors of

....., hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with the tender for **CONTRACT BW212/SF/14** and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(II) Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr/Ms , acting in the capacity of
 , to sign all documents in
 connection with the tender for Tender **CONTRACT BW269/ERPIS/21** and any contract resulting
 from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(III) Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,

....., hereby authorize Mr/Ms

....., acting in the capacity of, to sign

all documents in connection

with the tender for Tender **CONTRACT BW212/SF/14** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all key partners upon who rests the direction of the affairs of the partnership as a whole.

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(IV) **Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . .

..... , authorised signatory of the company

..... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature Name Designation
		Signature Name Designation

Note : *This certificate is to be completed and signed by all key partners upon who rests the direction of the affairs of the Joint Venture as a whole.*

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(V) Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the
Business trading as

Signature of sole owner: **Date:**

As Witnesses:

1..... **Date:**

2. *Date:*

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.1.6 CERTIFIED TAX CLEARANCE CERTIFICATE

Tax Clearance Certificate obtained from SARS to be inserted here.

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2017 promulgated with the Preferential Policy Framework Act No 5 of 2000:

Tax clearance certificate

No contract may be awarded to a person who has failed to submit an **original** Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or those suitable arrangements have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue. **This Tax Clearance Certificate must be submitted in the original form with the tender that is before the closing time and date of the tender.**

Each party to a Consortium / Joint Venture / Subcontractors must complete a separate Tax Clearance Certificate.

Failure to submit an original and valid Tax Clearance Certificate will invalidate the tender.

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.1.7 CERTIFIED COPY OF LATEST UIF RETURN

The Tenderer must attach hereto a copy of the latest Unemployment Insurance Fund return.

Unemployment Insurance Contributions Act, No. 4 of 2002

CHAPTER 2

Duty to contribute and recovery of contributions

5. Duty to contribute to Fund

- (1) Every employer and every employee to whom this Act applies must, on a monthly basis, contribute to the Unemployment Insurance Fund.
- (2) The contributions must be paid by the employer either to the Commissioner in terms of section 8 or to the Unemployment Insurance Commissioner in terms of section 9, whichever is applicable to the particular employer.

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.1.8 CERTIFIED COPY LATEST MUNICIPAL RATES AND TAXES CLEARANCE CERTIFICATE OR COPY OF VALID LEASE AGREEMENT (IF RENTING)

The Tenderer must attach hereto a certified copy of their latest municipal rates and taxes clearance certificate or a copy of a valid lease agreement (if renting)

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.1.9 CERTIFIED PROOF OF EXPENDITURE FOR SKILLS DEVELOPMENT

The Tenderer must attach hereto proof of expenditure on skills development as required.

SKILLS DEVELOPMENT LEVIES ACT 1, 1999

3. Imposition of levy

(1) Every Employer must pay a skills development levy

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.1.11 CERTIFICATE OF TENDERER'S CERTIFIED B-BBEE STATUS LEVEL OF CONTRIBUTOR IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022)

- 1) Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
- 2) Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for BBBEE.
- 3) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- 4) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.1.12 PROFESSIONAL INDEMNITY INSURANCE COVER

Note to tenderer:

In the event of the tenderer being a joint venture/consortium the following details of the individual members must also be provided after award of Contract.

The tenderer shall provide the following details of this insurance cover:

- 1. Name of Tenderer:
- 2. Period of Validity:
- 3. Value of Insurance:
 - (a) Insurance for Works and Contractor’s Equipment:
Company:Value.....
 - (b) Insurance for Contractor’s Personnel:
Company:Value.....
 - (c) General Public Liability:
Company:Value.....
 - (d) South African Special Risks Insurance Association (SASRIA):
Company:.....Value.....

Tenderer/(Authorised Signatory Signature):

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.1.13 FINANCIAL REFERENCES

The Tenderer must attach hereto a certified copy of the Bank rating letter of minimum code D or Audited financial statements

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.1.14 CERTIFIED COPY OF FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BOOK 2
VOLUME 3: FINANCIAL PROPOSAL
PART T2
RETURNABLE DOCUMENTS

**SECTION T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION
PURPOSES**
(SBD 3.3 PRICING SCHEDULE: PROFESSIONAL SERVICES)

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VAAL CENTRAL WATER

**REQUEST FOR PROPOSAL (RFP): APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS
TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER**

TENDER VCW269/ERPIS/21

PART T2: RETURNABLE DOCUMENTS

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

	<u>PAGE</u>
SBD 3.3 PRICING SCHEDULE: PROFESSIONAL SERVICES	T2.1.3

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME.....	CLOSING DATE

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....

5.2 Other expenses, for example accommodation (specify, e.g. three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.-----

6. Period required for commencement of project after acceptance of Bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? -----*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

*Delete if not Applicable

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VAAL CENTRAL WATER REQUEST FOR PROPOSAL (RFP): APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER

PART C1 : AGREEMENTS AND CONTRACT DATA

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C1.2	Contract Data	C1 - 7
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SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PORTION 2: CONTRACT

Section C1.1: Form of Offer and Acceptance

FORM OF OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

_____ (in words) R _____ (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signatures _____

Name(s) _____

Capacity _____

for the Tenderer _____

(Name and address of organisation)

Name of witness: _____

Signature of witness: _____

Date: _____

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Agreement)
Part C2 Pricing Data
Part C3 Scope of Work
Part C4 General

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____
Name(s) _____
Capacity _____
for the Tenderer _____
(Name and address of organisation)

Name of witness: _____

Signature of witness: _____

Date: _____

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS

Notes :

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject _____

Details _____

2. Subject _____

Details _____

3. Subject _____

Details _____

4. Subject _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

for the Tenderer _____
(Name and address of organisation)

Name of witness: _____

Signature of witness: _____

Date: _____

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

for the Tenderer _____
(Name and address of organisation)

Name of witness: _____

Signature of witness: _____

Date: _____

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT SPECIFIC DATA

Part 1: Data provided by the Employer

C1.2 CONTRACT DATA

STANDARD PROFESSIONAL SERVICES CONTRACT

The Standard Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Contract.

The Standard Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Contract to which it mainly applies.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Form of Offer and Acceptance.
- b) Amplifications of the Standard Conditions of Contract within the Contract Data.
- c) Additional special conditions or amendments to the Standard Conditions of Contract within the Contract Data.
- d) The Standard Conditions of Contract.
- e) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction.

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE NUMBER	HEADING
1.1	The definition of Employer: The Employer is: Vaal Central Water
1.1.2	The project is for the Request for Proposal (RFP): APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER
3.1	The governing law is Law of South Africa
3.3	The language of contract and for all written communication is English
3.9.3	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
3.12	The Service Provider must achieve and complete all works and services as per this Agreement, the scope of works and all Annexures hereto in line with the project implementation plan otherwise the Consultant shall be liable to pay penalties to the Client. The amount of penalties to be paid by the service provider for each day that he is late shall be 1.5% of the cost per milestone. The number of days the Service Provider is late is the difference between the due completion date and the actual completion date. This number of days multiplied by the penalty per day gives the total amount for which the Provider t is liable. Even where penalties are applied against the Service Provider he has a duty to finish the Works and to carry out all its other duties under this Agreement.
3.15.1	The programme shall be submitted within 14 days of receipt of the Acceptance of the tender Offer (the Start Date).
3.16	The time-based fees shall not be adjusted for inflation.
4.2.1	The Employer is under no obligation to accept any bid, for whatever reasons it may consider appropriate, and reserves the right not to proceed with the appointment of any firm that responded to the invitation to tender. If a decision is made not to proceed with this appointment, official notification will be given to all bidders who attended the compulsory briefing session.
5.4.1	The Service Provider is required to take out and maintain, for the full duration of the performance of this contract, the following insurance cover: 1. Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000 in respect of each and every claim during the period of insurance. 2. Public Liability Insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Replacing any of the key personnel listed at the time of tender.
7.2	Replace all reference to the "Personnel Schedule" in Clause 7.2 with the "Allocation of Resources Schedule" .

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8.1	The Service Provider is to commence the performance of the Services within 14 days after the date that the Contract becomes effective.
8.4.3	The period of suspension under Clause 8.5 is not to exceed 6 months.
9.1	Copyright of documents prepared for the project shall be vested with the Employer .
11.1	A Service Provider may not subcontract any work which he has the skill and competency to perform, unless he has the Employer's prior approval in writing.
12.1.2	Interim settlement of disputes is to be by mediation .
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of the South African Institution of Civil Engineering.
12.2.4	Final settlement is by litigation .
14.2	Notwithstanding the above, should the Service Provider's tax clearance certificate expire during the contract period, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer.
14.5	<p>Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.</p> <p>The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Servicer Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.</p> <p>The Study Leader shall ensure that the Employer will be invoiced as required and that invoices will be supported by all the necessary documentation that is required by the Employer. It is important that a progress report is submitted that covers the invoice period. This progress report is in addition to the one that has to be prepared for PSC meetings that covers the period between two successive PSC meetings.</p>
14.6	The Professional Service Provider is entitled to an administration fee of 10% for handling.
14.7	The Employer shall impose a retention amount equal to 10% of the approved contract amount until the final reports are submitted and approved by the Employer. The retention clause comes into effect near the end of the study, if the final reports are still outstanding. The retention is reduced to 5% if the draft final reports have been submitted and accepted by the Employer.
14.8	The Financial Proposal, and hence invoices submitted for payment, must be set up in such a way that it will be possible for payments to be linked to deliverables. The Employer needs to be in a position to track the contract progress by checking deliverables achieved and hours worked. Payments will be made after the Employer has received satisfactory proof of deliverables.

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	The invoice format needs to be agreed with the Employer at the commencement of the contract. It should also be noted that only one invoice per month can be submitted to the Employer, but an invoice does not need to be submitted for each month.
15	The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 2: Data provided by the Service Provider

The **Service Provider** is:

Postal Address:
.....

Physical Address:
.....

Telephone: Facsimile:

E-mail Address :

The **authorised and designated representative** of the Service Provider is:

Name:

The address for receipt of communication is:

Address:
.....

Contact number:

Facsimile:

SIGNATURE OF TENDERER: **DATE:**

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 Standard Professional Services Contract

The Standard Professional Services Contract has been prepared for use by Employers when they engage firms or individuals (Service Providers) for the performance of knowledge-based expertise provided on the basis of trust.

[Signature Box]

SP

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

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SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE STANDARD PROFESSIONAL SERVICES CONTRACT

1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Contract

The Contract signed by the Parties and of which these General Conditions of Contract form part.

Contract Data

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

Contract Price

The price to be paid for the performance of the Services in accordance with the Pricing Data.

Day

A calendar day.

Defect

A part of the Services, as performed, which does not comply with the requirements of the Contract.

Deliverable

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed;

Employer

The contracting party named in the Contract who employs the Service Provider.

Force Majeure

An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Key Persons

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

Others

Persons or organizations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

Parties

The Employer and the Service Provider.

Period of Performance

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The period within which the Services are to be performed and completed, commencing from the Start Date.

Personnel

Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

Personnel Schedule

A schedule naming all Personnel and Key Persons.

Pricing Data

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

Project

The project named in the Contract Data for which the Services are to be provided.

Scope of Work

The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

Service Provider

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

Services

The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

Start date

The date on which the Services are to commence, as stated in the Contract Data

Subcontractor

A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

[Signature Box]

SP

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

2. INTERPRETATION

- 2.1 Unless inconsistent with the context, an expression which denotes :
- a) any gender includes the other genders;
 - b) a natural person includes a juristic person and vice versa;
 - c) the singular includes the plural and vice versa.
- 2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the Contract Data shall prevail.
- 2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. GENERAL

3.1 Governing law

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract

Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both).

3.3 Language

- 3.3.1 The language of the Contract and of all communications between the Parties shall be English.
- 3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Notices

- 3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Changes to the Contract Price or Period of Performance

3.9.1 The Service Provider is entitled to apply to the Employer for a change in Contract Price or the Period of Performance in the event that:

- a) a change in legislation takes place in accordance with the provisions of Clause 3.2;
- b) a variation to the Services is made in accordance with the provisions of Clause 3.8;
- c) the Employer or Others do not perform an action, provide access to people, places or things or perform work in accordance with the programme (see Clause 3.15);
- d) the contract is suspended in accordance with the provisions of Clause 8.5;
- e) the contract is restarted following a suspension;

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

or

f) an event occurs which neither Party could prevent and which prevents the Service Provider from completing the Services or a part thereof

3.9.2 The Service Provider shall submit proposals to change the Contract Price or the Period for Completion (or both) to the Employer within 6 weeks of becoming aware of an event described in 3.9.1 occurring, failing which, the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.

3.9.3 The Employer shall assess the changes to the Contract Price on the effect of the event on the Services based on time-based fees.

3.9.4 The Employer shall assess the changes to the Period of Performance on the basis of the time that planned completion as shown on the latest approved programme is delayed.

3.10 Sole agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.11 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

3.12 Penalty

3.12.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.12.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.12.1, he may after giving notice to the Service Provider:

- a) terminate the Contract
- b) complete the Services at the Service Provider's cost.

SP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.13 Equipment and materials furnished by the Employer

3.13.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

3.13.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.13.1 for their full replacement value.

3.14 Illegal and impossible requirements

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

3.15 Programme

3.15.1 The Service Provider shall, within the time period set out in the Contract Data and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, inter alia, include:

- a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
- c) provisions for float;
- d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
- e) other information as required in terms of the Scope of Work or Contract Data.

3.15.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.15.3 A programme shall be deemed to be approved if the Employer fails to approve such programme or give reasons for not approving a programme within three weeks of receipt of a request by the Service Provider to approve a programme.

3.15.3 The Service Provider shall update the programme:

- a) unless otherwise stated in the Contract Data, every three months to reflect actual progress to date;
- b) whenever a change in Period of Performance or Contract Price is applied for; and
- c) whenever a change in the Period of Performance is changed by the Employer and submit such revised programme to the Employer for

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approval.

3.16 Price adjustment to time-based fees for inflation

3.16.1 Time-based fees which are stated in the Pricing Data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of on each anniversary of the Starting Date.

3.16.2 The adjustment to the time-based fees shall be equal to:

$$(CPI_N - CPI_S) / CPI_S$$

where CPI_S = the indices specified in the Contract Data during the month in which the start date falls

CPI_N = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls

4. EMPLOYER'S OBLIGATIONS

4.1 Information

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

- a) Authorize the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- b) Provide all relevant data, information, reports, correspondence and the like, which become available;
- c) Procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- d) Assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;

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4.3.2 Unless otherwise communicated, the authorized and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

The Employer shall immediately advise the Service Provider on becoming aware of:

- a) any matter other than a change in legislation which will materially change, or has changed the Services; or
- b) a material defect or deficiency in the Services.

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorized by the Employer in response to an application by the

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Service Provider in writing to do so.

5.3 Designated representative

Unless otherwise communicated, the authorized and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.

5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other action that may be specified in the Contract Data.

5.6 Co-operation with Others

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 Notice of change by Service Provider

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6. CONFLICTS OF INTEREST

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

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6.2 Royalties and the like

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

6.3 Independence

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel in terms of a Personnel Schedule

7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.

7.2.2 Where the Service Provider proposes to utilize a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.

7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may,

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subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.

7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:

- a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
- b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
- c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

8.2 Completion

8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

- a) additional Services ordered by the Employer;
- b) failure of the Employer to fulfil his obligations under the Contract;
- c) any delay in the performance of the Services which is not due to the Service Provider's default;
- d) Force Majeure; or
- e) suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

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8.3 Force Majeure

- 8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.
- 8.3.2 In the event that the performance of the Services has to be suspended on the grounds of Force Majeure, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.
- 8.3.3 During the period of his inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 Termination

- 8.4.1 The Employer may terminate the Contract:
- (a) where the Services are no longer required;
 - (b) where the funding for the Services is no longer available;
 - (c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
 - (d) if the Service Provider becomes insolvent or liquidated; or
 - (e) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;
- 8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).
- 8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:
- (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
 - (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
 - (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or

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(d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimize further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

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10. SUCCESSION AND ASSIGNMENT

- 10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
- 10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.
- 10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases :
 - a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
 - b) by assignment to the Service Provider's insurers of the Service Provider's right to discharged the Service Provider's loss or liability.
- 10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.
- 10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11. SUBCONTRACTING

- 11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.
- 11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.
- 11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.
- 11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to

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resume the performance of the relevant part of the Services himself.

- 11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.
- 11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12. RESOLUTION OF DISPUTES

12.1 Settlement

- 12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.
- 12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorized to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

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12.3 Adjudication

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association or Arbitrators current at the date the arbitrator is appointed.
- 12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 Liability of the Service Provider

- 13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.
- 13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to

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the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

13.3 Compensation

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

(a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.

(b) In any event, the amount of compensation will be limited to the amount specified In Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

- a) the sum insured in terms of 5.4 in respect of insurable events; and
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in

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connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or

b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:

14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.

14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.

14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.

14.4 In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

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15 AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.

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VAAL CENTRAL WATER
REQUEST FOR PROPOSAL (RFP): APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS
TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER
TENDER: VCW269/ERPIS/21

BOOK 2
VOLUME 3: FINANCIAL PROPOSAL

PART C2
PRICING DATA

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VAAL CENTRAL WATER

**REQUEST FOR PROPOSAL (RFP): APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS
TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER**

TENDER: VCW269/ERPIS/21

PART C2 : PRICING DATA

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C2.1 PRICING INSTRUCTIONS

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work, with reference to the SBD 3.3 pricing schedule, where applicable.
2. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, will be in comparison to the industry norms against which they may compare their rates, sums, and/or prices as applicable.
3. The Tenderer is expected to provide the information on how much time each key expert is allocated to the main tasks of the assignment. The overall composition of the team and time input of each key expert will be taken into consideration during evaluation of the bids.
4. The rates, sums, and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the study described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
5. The Financial Proposal, and hence invoices submitted for payment, must be set up in such a way that it will be possible for payments to be linked to deliverables. The employer needs to be in a position to track the contract progress by checking deliverables achieved and hours worked. Payments will be made after DWS has received satisfactory proof of deliverables.
6. Tenderers will note that it is the intention to manage this assignment on the basis of deliverables and not on the number of hours worked. The man-hours, which also need to be provided, must therefore be linked to suitable deliverables that can be achieved on a regular basis to facilitate the required cash flow.
7. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made, and these costs will be deemed to be included in rates, sums and prices for normal and additional services rendered.
8. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
9. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is as per the Automobile Association (AA) approved rates.
10. Tenderers are to note that the planning for this contract is based on a 60 months budget subject to duration of the assignment to complete the entire scope of work. While the

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Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or price and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services Contract.

11. Where the Scope of Services is silent on particular issues, bidders must clearly state which issues can be expected to arise during the assignment and which additional tasks may be necessary. These assumptions / additional tasks must then be scheduled and budgeted for in a separate section of the Financial Proposal, which is clearly indicated as additional tasks.
12. A variation order for an increase of the original contract amount shall only be considered in exceptional circumstances, such as additional work that was not reasonably foreseen and cannot be accommodated in the assignment Budget by a re-allocation of funds. It is therefore expected that the PSP shall make provision in the Financial Proposal for all costs and expenses to undertake and complete the tasks described in the Scope of Services.
13. It is Vaal Central Water practice to impose a retention amount **equal to 10% of the approved contract amount until the Final reports are submitted and approved by Vaal Central Water**. The retention clause comes into effect near the end of the Study, if the Final reports are still outstanding. The retention is reduced to 5% if the Draft Final reports have been submitted and accepted by the Employer.
14. The Financial Proposal shall include an estimate of man-hours, broken down to each task.

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Project Description: Appointment of Professional Service Providers to Implement an ERP Information System on Behalf of Vaal Central Water
Project Number: VCW269/ERPIS/21

VAAL CENTRAL WATER

**REQUEST FOR PROPOSAL (RFP): APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS
TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER**

CONTRACT NO.: VCW269/ERPIS/21

SECTION C2.2 SCHEDULE OF QUANTITIES

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C2.2- 1

A. Pricing Guidelines

- Implementation

Pricing for all implementation activities should be provided together with support. Also including a payment schedule.

- Software Pricing

Bidders should provide pricing for the software modules requested. If the modules are licensed base, please provide pricing for the traditional license model and specify any variations which may be applicable to Vaal Central Water.

Quote the standard price for a named user, concurrent user, admin user if different from other categories with clear examples of the pricing model and how it works. If the database license or any other software is independent of the application license, state the additional license costs (if any).

All license costs above are based on the standard licensing model and should be perpetual. If pricing is hardware related, please state the processor/other license requirements with examples for number of users within each applicable band.

Optionally quote for Software as a Services (SAAS) or Cloud licensing which may be an option going forward for both private & public cloud.

Bidders should provide pricing for the hardware. For Software as a Services (SAAS) or Cloud licensing which may be an option going forward for both private & public cloud should be part of software pricing.

- Hardware Pricing

Hardware pricing should include the following:

- Development
- Testing
- Pre-production
- Production
- Disaster recovery

- Support Pricing

Support pricing should include all dimensions which are software, hardware licensing etc.

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Project Description: Appointment of Professional Service Providers to Implement an ERP Information System on Behalf of Vaal Central Water.
 Project Number: BW269/ERPIS/21

○ Pricing Template

The service provider should use the format provided for pricing. New items be added if required.

Project Fees: Installation, implementation, licensing, and hardware costs

No	Item	Quantity	Unit Price	Total Price
1	Software License			
2	Implementation Fees (Training, Project, and Change Management)			
3	Travel and incidentals			
4	Data Migration			
5	Hardware/Hosting			
6	Records storage			
7	Etc.			
			TOTAL	

Support Fees

No	Item	Year 1	Year 2	Year 3	Year 4	TOTAL
1	Software Licenses					
2	Support Services					
3	Document hosting					
4	etc.					
5						
	TOTAL					

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Project Description: Appointment of Professional Service Providers to Implement an ERP information System on Behalf of Bloem Water
 Project Number: VCW269/ERPIS/21

VAAL CENTRAL WATER

REQUEST FOR PROPOSAL (RFP): APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER

CONTRACT NO.: VCW269/ERPIS/21

Section C2.3: Summary of Schedule

Section	Description	Amount
A	Preliminary and General R	_____
B	R	_____
C	R	_____
D	R	_____
Total of Tender Sum		R
Add Contingencies The Tenderer shall add 10% of the "Total of Tender Sum" for contingencies. The sum provided here for contingencies is under sole control of the Employer's agent and may be deducted in whole or in part		R
Sub Total (Sum of "Total of Tender Sum" and "Contingencies")		R
Add 15% Value Added Tax		R
Total (Tender amount carried to the "Form of Offer")		R

Tenderer's time for Completion _____ months

Signature of Tenderer: _____

Date: _____

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SECTION C 2.4 BANKING DETAILS

The tender is requested to complete the following as well as include an original Bank rating certificate in section T2.1:

Bank Name:

Account Holder's Name:

Account number:

Branch Code:

Contact Number:

Contact person:

Signature of Tenderer: Date:.....

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VAAL CENTRAL WATER

**PROFESSIONAL SERVICES:
REQUEST FOR PROPOSAL (RFP): APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER**

BOOK 1

VOLUME 4: THE CONTRACT

**PART C3
SCOPE OF WORKS**

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PART C3: SCOPE OF WORK

C3.1 Scope of Work

**CONTENTS
PAGE**

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C3.1.2 DESCRIPTION OF THE SERVICES REQUIRED	C3.1-3
C3.1.3 USE OF REASONABLE SKILL AND CARE	C3.1-4
C3.1.5 DELIVERABLES	C3.1-5
C3.1.6 FORM OF COMMUNICATION	C3.1-5
C3.1.7 MANAGEMENT MEETINGS	C3.1-5
C3.1.8 CLAIMS FOR PAYMENT	C3.1-6
C3.1.9 EMPLOYERS RIGHT TO RECOVER COSTS	C3.1-6

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C3.1.1 EMPLOYER'S OBJECTIVE

The Employer's objective of this tender is to appoint suitably qualified service provider to implement an integrated Enterprise Resource Planning (ERP) system to modernise and harmonise business processes across Vaal Central Water (VCW). The ERP will create a single, digital environment that connects corporate and operational systems, enabling real-time visibility, efficiency, and informed decision-making.

The appointed service provider must be able to produce the necessary infrastructure assessment report/s , process units reports with clear recommendations. The appointed service provider must have the skills, track record, experience and capacity to undertake the comprehensive project.

C3.1.2 DESCRIPTION OF THE SERVICES REQUIRED

A Service Provider is required to implement the integrated ERP system, which, in terms of the Preferential Procurement Regulations (PPR 2022) and the Vaal Central Water Supply Chain Management Regulations, must be procured through a competitive bidding process.

The services required may be provided by a single firm with all the necessary competencies within the firm or a joint venture of service providers. The Joint Venture shall comply with the competencies required irrespective of the nature of the Joint Venture and will be evaluated as a single entity.

The purpose of this document is therefore to invite tenders from Professional Service Providers of suitably qualified and experienced consulting firms for;
REQUEST FOR PROPOSAL (RFP): APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS TO IMPLEMENT AN ERP INFORMATION SYSTEM ON BEHALF OF VAAL CENTRAL WATER

Scope of Work

The ERP implementation builds upon VCW's completed business process mapping and harmonisation exercises, which defined standardised workflows across Finance, HR, SCM, Operations, and Asset Management. The project will digitise these workflows, replace fragmented systems, and integrate technical operations with corporate functions. Implementation will follow a phased, multi-year plan (2026–2030), prioritising technical and operational modules first, followed by corporate and people-oriented modules.

The service provider shall be responsible for the supply, configuration, customization, implementation, data migration, training, and post-implementation support of the ERP system. The ERP solution must include, but not be limited to, the following modules:

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- Implementation of a comprehensive ERP business solution covering all VCW processes.
- Project management and oversight throughout the implementation lifecycle.
- System configuration, customization, and integration tailored to VCW requirements.
- Testing, quality assurance, and data migration from the current systems (SAGE300, SAGE people, Maximo and bespoke intranet system (water model)).
- Change management strategies and user adoption support.
- Training for all users and super users.
- Ongoing maintenance and support as per the signed Service Level Agreement (SLA).

Finance and Cost Management

- General Ledger
- Accounts Payable and Receivable
- Asset Accounting
- Cash and Bank Management
- Budgeting and Forecasting
- Financial Reporting and Compliance

Billing and Revenue Management

- Customer Account Creation and Management
- Meter Reading Data Integration (from LIPMS or SCADA)
- Tariff and Pricing Structure Management
- Bill Generation and Distribution (print, email, portal)
- Credit Control and Debt Management
- Payment Processing and Reconciliation (including integration with banks)
- Adjustments, Discounts, and Refunds
- Revenue Recognition and Reporting

Human Capital Management

- Employee Records
- Payroll and Benefits Administration
- Performance Management
- Time and Attendance
- Training and Development

Supply Chain Management

- Procurement Management
- Inventory and Warehouse Management
- Logistics and Distribution
- Supplier Relationship Management

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Plant Maintenance

- Asset and Equipment Maintenance Planning
- Preventive and Corrective Maintenance
- Work Order Management
- Maintenance Cost Tracking

Customer Relationship Management

- Customer Data Management
- Billing and Invoicing
- Customer Service and Support
- Query and Complaint Management

Project System

- Project Planning and Budgeting
- Cost Tracking
- Resource Allocation
- Progress and Performance Monitoring

Administrative modules

- Legal Services
- Planning, Monitoring and Performance
- Communications
- Risk Management
- Audit Management
- Office of the CEO

Functional Requirements

- Be integrated, with seamless data flow between all modules.
- Allow for customization to align with the VCW processes.
- Include role-based access control and audit trails.
- Support reporting and dashboards for management and operational use.
- Be web-based and mobile-accessible.
- Interface with existing systems (e.g., GIS, billing, SCADA, email).
- Comply with South African data protection and financial regulations.

Technical Requirements

- Deployment options: Cloud.
- Include disaster recovery and backup capabilities.
- Must ensure system performance, scalability, and cybersecurity.
- Data Security: Role-based access, encryption, compliance with POPIA.

Project Risks

- Data migration from current systems i.e. SAGE and intranet.
- Resistance to change among staff used to manual processes.
- Integration complexity with GIS, SCADA, and municipal finance systems.

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- Vendor lock-in if ERP customization is excessive

Business Requirements

- **Finance and Accounting:** General ledger, accounts payable/receivable, budgeting, tax compliance.
- **Procurement:** Vendor management, purchase orders, approvals, spend analysis.
- **CRM:** Order management, quotations, customer relationship tracking.
- **Inventory:** Stock levels
- **Projects:** Resource allocation, project costing, milestone tracking.
- **HR and Payroll:** Employee records, payroll processing, performance management.
- **Customer Service:** Case management, service contracts, support ticketing.
- **Asset Management:** Lifecycle tracking, depreciation, maintenance scheduling.
- **Supply Chain:** Logistics, demand forecasting, supplier collaboration.
- **Quality Management:** Inspections, compliance checks, corrective actions.
- **Compliance and Risk:** Audit trails, regulatory reporting, data security.
- **Reporting and Analytics:** Dashboards, KPIs, predictive analytics.
- **Customer Management:** Billing and tariff management, meter readings, consumption-based billing.
- **Water Supply and Distribution:** Asset management pipes, reservoirs, pumps. Real-time monitoring of water flow and pressure.
- **Wastewater & Treatment:** Plant operations monitoring, Compliance with environmental standards.

4. Core ERP Modules (Contextualised for Vaal Central Water)

Functional Area	ERP Module / Capability (Detailed Description)	Purpose and VCW Relevance / Implementation Phase
Technical and Operations	Water Model: Captures abstraction, treatment, storage, and distribution data. Categorises losses (physical, administrative, authorised) and links to billing.	Phase 1: Enables real-time tracking of production efficiency and non-revenue water.
Technical and Operations	Water Operations Management: Interface SCADA, telemetry, and IoT to monitor plant performance and energy usage.	Phase 1: Improves operational reliability and fault response times.
Technical and Operations	Billing and Customer Management: Automates volumetric billing for municipalities, farmers, and mines using Water Model data.	Phase 1: Improves revenue assurance and billing accuracy.

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Employer

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Functional Area	ERP Module / Capability (Detailed Description)	Purpose and VCW Relevance / Implementation Phase
Corporate Management	Financial Management: Implements GRAP-compliant accounting, budgeting, and consolidation with automated workflows.	Phase 2: Strengthens financial control and governance.
Corporate Management	Supply Chain Management (SCM): Digitises procurement, tendering, and contract management.	Phase 2: Improves transparency and compliance.
Corporate Management	Project and Contract Management: Links project budgets, milestones, and expenditures to asset creation and financials.	Phase 2: Enhances capital project tracking and control.
People, Stakeholders, and Innovation	Human Capital Management (HCM): Extends SAGE People for payroll, performance, and training.	Phase 3: Builds workforce capability and talent analytics.
People, Stakeholders, and Innovation	CRM: Centralises engagement with municipalities, customers, and regulators for communication and feedback tracking.	Phase 3: Improves stakeholder experience and accountability.
People, Stakeholders, and Innovation	Advanced Analytics and BI: Provides dashboards and predictive insights across modules.	Phase 3: Enables evidence-based decision-making.

5. Integration Framework

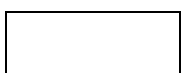
The ERP will serve as VCW's digital backbone, integrating technical, financial, and administrative systems into one interoperable environment. It will transform VCW into a connected enterprise capable of real-time monitoring and decision support.

5.1 Integration Architecture

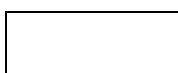
The ERP architecture will adopt a modular, API-driven design supporting hybrid cloud deployment. Systems such as Water Model, SCADA, LIMS, HRIS, and Document Management will be connected via middleware, ensuring scalability, interoperability, and business continuity.

5.2 Key System Interfaces

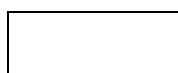
- Water Model – Links water abstraction, treatment, and billing data.
- SCADA/Telemetry – Integrates plant-level performance metrics.
- LIMS – Automates laboratory and water quality reporting.
- SAGE People – Connects HR and payroll data with finance.
- Fleet/Asset Systems – Syncs maintenance and asset usage.



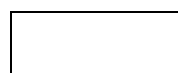
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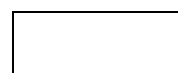
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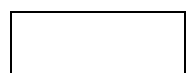
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Employer



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- Document Management – Embeds workflow-driven document control.
- BI Layer – Provides dashboards for executive and operational insights.

5.3 Data Governance and Cybersecurity

ERP data will be governed under the ICT Governance Framework and monitored by the Security Operations Centre (SOC). Security controls include multi-factor authentication, encryption, audit logs, disaster recovery, and POPIA compliance. King IV principles will guide ethical data use and reporting integrity.

5.4 Integration Outcomes

- End-to-end automation of billing, payroll, and asset reporting.
- Single source of truth for operational and financial data.
- Improved auditability and regulatory compliance.
- Enhanced decision-making through data visibility.

6. Implementation Framework

6.1 Governance and Oversight

Governance will be executed through the ICT Steering Committee (chaired by the CEO), ERP Project Steering Committee, and PMO. The ICT Committee of the Board will provide high-level oversight, ensuring alignment with strategic objectives.

6.2 Project Management Approach

The project will follow a hybrid waterfall-agile methodology: structured planning with iterative testing and rollout. Each module will proceed through defined stages: Requirements, Configuration, Testing, Migration, Go-Live, and Review.

6.3 Change Management and Training

A comprehensive change management plan will prepare employees for digital transformation. It includes communication campaigns, system training, appointment of Digital Champions, and continuous support through the ICT Service Desk.

6.4 Phased Implementation Schedule

- Phase 1: Water Model, Billing, Asset & Maintenance, SCADA Integration.
- Phase 2: Finance, SCM, Project & Contract Management.
- Phase 3: HR, CRM, BI, and Cloud Optimisation.

It is expected implementation should be within 24 months.

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Witness 2

Employer

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Witness 2

6.5 Risk Management

A dynamic risk register will track and mitigate data migration errors, change resistance, vendor performance issues, and cybersecurity threats. Mitigation strategies include vendor SLAs, proactive engagement, and SOC-based monitoring.

6.6 Post-Implementation Sustainability

ERP operations will transition to ICT Operations under Corporate Support. Sustainability will be ensured through periodic upgrades, internal capability development, and integration of emerging technologies such as AI and IoT.

7. Expected Outcomes

- Fully integrated ERP ecosystem linking operations, finance, and HR.
- Enhanced governance, transparency, and compliance.
- Real-time dashboards for decision-making.
- Strengthened cybersecurity and workforce capability.
- Improved customer satisfaction and service quality.

8 . Compliance and Standards

- GRAP – General Recognised Accounting Practice
- POPIA – Protection of Personal Information Act
- GRC - Governance, Risk and Compliance
- ESG - Environmental, Social, and Governance
- KING IV
- Data sovereignty within South Africa – Data will be the intellectual property of VCW
- Audit trails with immutable logs.
- Data encryption
- Responsive design for mobile access.
- Disaster Recovery (DR) 99.9% uptime and annual DR testing.
- Security standards including Role-Based Access Control, vulnerability management, and SOC 2 Type II compliance.

Duration

Duration is expected to be 60 months. It should include implementation and support. For example, if implementation takes 24 months, support will be expected to be 36 months.

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Employer

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Witness 2

C3.1.6 FORM OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

C3.1.7 MANAGEMENT MEETINGS

Other than attendance at at-least monthly progress meetings once the contract is let, together with regular management meetings in respect of this project. The Service Provider shall convene management meetings on an ad-hoc basis as and when necessary, and when called upon to do so by the Employer. The Service Provider shall be represented at these meetings by the Team Leader or alternative.

C3.1.8 CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice.

C3.1.9 EMPLOYER'S RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance/negligence of the Service Provider.

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Witness 2

Employer

Witness 1

Witness 2

Part C4: Site Information

Location and access to the site:

SITE LOCATION:

02 Mzuzu street
Pellissier
Bloemfontein
9322

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2