



CONTRACT NO: VCW412/FIITA/25

VAAL CENTRAL WATER

APPOINTMENT OF A SUITABLY QUALIFIED FIRM TO CONDUCT A FORENSIC INVESTIGATION INTO IMPLEMENTATION OF THE TRANSFER AGREEMENT

PROCUREMENT DOCUMENT

12 DECEMBER 2025

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: Ms. N. Silevu
Telephone: 051 – 403 0800
Fax: 051 – 422 5333
E-mail: noxolos@bloemwater.co.za

ISSUE DATE: FRIDAY, 12 DECEMBER 2025

COMPULSORY SITE MEETING DATE: TUESDAY, 13 JANUARY 2026

TIME: 11:00

VENUE: 2 MZUZU STREET, PELLISIER, BLOEMFONTEIN, 9301

CLOSING DATE: FRIDAY, 23 JANUARY 2026 AT 12:00

**APPOINTMENT OF A SUITABLY QUALIFIED FIRM TO CONDUCT A FORENSIC INVESTIGATION INTO IMPLEMENTATION OF THE TRANSFER AGREEMENT
CONTRACT: VCW412/FIITA/25**

TENDER SUMMARY PAGE

TENDERER				
	(Name of Tenderer)			
TELEPHONE	FAX			
TOTAL PRICE (Incl. VAT)				
	(in words)			
	(in words)			
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.

VCW412/FIITA/25

APPOINTMENT OF A SUITABLY QUALIFIED FIRM TO CONDUCT A FORENSIC INVESTIGATION INTO IMPLEMENTATION OF THE TRANSFER AGREEMENT

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 accordingly invites interested Service Providers to tender for the following legal and related contract.

2. Purpose of the bid

2.1. The purpose of the bid is to appoint a suitably qualified forensic investigation firm to conduct an investigation, using various forensic techniques, to which they will be required to:

2.1.1. Conduct the necessary interviews;

2.1.2. Gather evidence relating to the VSP payments made to former Bloemwater employees determine:

- parties involved;
- when the conduct began; and
- any legal remedies available

2.1.3. Report their findings in a written report, which must include supporting evidence; and

2.1.4. Support the Accounting Authority, in relation to any proceedings instituted against any person found to have committed fraud against the Accounting Authority.

2.2. The findings report developed by the forensic investigation firm will assist the Accounting Authority to take the appropriate cause of action, including instituting disciplinary, civil and/or criminal proceedings against anyone (including staff members) found to have acted negligently in exercise of their duties for the Entity.

3. 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 (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)
Categories of specific goals	Requirements		
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)	Certified ID copy and CIPC registration/ CSD report	2	1
Or	Or		
Youth (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report		
Or	Or		
People with disability (more than 50% ownership)	Medical report sanctioned by qualified professional and CIPC registration/ CSD report		
Located in a specific Local Area of Supply for work to be done	Official Municipal Rates Statement which is in the name of the bidder	10	4
Free State and Northern Cape Provinces	Or Valid Lease agreement which is in the name of the bidder and the lessor. Or Permission to 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 BBBEE companies	Sworn affidavits/ CIPC/ BBBEE 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

4. Scope of Work

The forensic investigation firm appointed will be required to, inter alia to:

- 4.1. Testing the AGSA Material Irregularity (MI) finding if it meets the definition in terms of the Public Audit Act.
- 4.2. Determination of the validity (legality) of the actions by the Executive Committee to approve the extension of the VSP application to employees of the receiving entity.
- 4.3. Establish all facts and circumstances surrounding the decision to extend the VSP to Employees of the receiving entity.

- 4.4. Determine whether proper assessments of operational requirements and affordability were conducted.
- 4.5. Identify all person(s) responsible and their level of responsibility
- 4.6. Quantify any financial loss.
- 4.7. Provide recommendations on recovery, disciplinary action, and preventative measures, including risks involved.
- 4.8. Assess compliance with the PFMA and other applicable legislation and their implications.
- 4.9. Make presentations to the Board of Directors.

5. Performing Forensic Assignments

- Reporting (a draft forensic report and a final forensic audit report);
- Attending Final Report discussion meetings with the Vaal Central Board meetings.

6. Reporting

The structure of the forensic reports should be as follows, but not limited to:

- Introduction;
- Forensic objective and scope;
- Executive summary, highlighting the significant findings;
- Detailed findings, root cause, impact, risk ratings, recommendations and management actions plan;
- All investigations as carried out according to various forensic techniques as approved by Vaal Central Water Board;
- Conclusion.

The Firm is to deliver an electronic copy of the engagement file to Vaal Central Water.

7. Quality Assurance review of the work

The Professional Firm shall ensure that all work conform to the IIA Standards for Professional Practice this may require that such work be subjected to external quality assurance, as may be considered necessary. Firms to ensure quality review processes are in place and that quality reviews are executed.

8. Monitoring the progress of assignments

On completion of each assignment, the Professional Firm shall distribute the reports to VCW Board.

9. Independence and Objectivity of staff

In carrying out its work, the Professional Firm must ensure that their staff members maintain objectivity by remaining independent of the activities the forensic investigation.

10. Expertise and Capacity

The key criteria to be considered for the suitability of the service provider include the following:

- Have the necessary skill, knowledge, capacity and resources to meet the needs of Vaal Central Water, including the availability of:
 - Forensic audit skills and tools.
 - Applicable legislative laws.
- Have knowledge and comprehensive understanding of the public sector.

11. Professional Membership

It is mandatory for the senior resources of the preferred service provider (i.e., Directors, senior managers and specialists) to have the appropriate professional qualification(s) enabling them to perform internal audit services. These must include, but is not limited to the following:

- Certified Internal Auditor (Certified by the Institute of Internal auditors of South Africa), or
- Chartered Accountant (SA) (Certified by the South African Institute of Chartered Accountants, (SAICA), and

All core member of the forensic investigation team must belong to a professional body that regulates the services they offer.

Where bid documents can be obtained:

Tender documents are downloadable from **Friday, 12 December 2025**.

Website: www.etenders.gov.za - National Treasury Website – eTender Publication

Website: www.bloemwater.co.za – Vaal Central Water Website

A compulsory briefing session will be held: **TUESDAY, 13 JANUARY 2026**

TIME: 11:00

VENUE: 2 MZUZU STREET, PELLISIER, BLOEMFONTEIN, 9301

The office coordinates are - **29°08'42.2"S 26°09'23.5"E**

Completed proposals must be addressed as below and deposited before **12:00 on FRIDAY, 23 JANUARY 2026 AT 12:00** at the Tender Box situated at the Vaal Central Water Reception Area for Attention:

Supply Chain Management Department

Vaal Central Water

2 Mzuzu Street

Pellissier

Bloemfontein

9322

Each proposal must be submitted in One (1) **envelope** clearly marked: **APPOINT OF A SUITABLY QUALIFIED FIRM TO CONDUCT A FORENSIC INVESTIGATION INTO IMPLEMENTATION OF THE TRANSFER AGREEMENT** with the bidder's name and address. Vaal Central Water promotes Broad-Based Black Economic Empowerment. The name of the firm submitting the tender shall be clearly shown on all correspondence. An appointment will be made in terms of the approved Supply Chain Management Policy of the Board of Vaal Central Water.

Service Providers who meet the specified quality criteria will be further evaluated in line with the Preferential Procurement Policy Framework Act (PPPFA) principle of 80/20 or 90/10. Vaal Central Water reserves the right not to award the tender to the highest scoring bidder.

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 incorrectly, or telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Should you do not receive any feedback from Vaal Central Water after 60 days of submission, consider your tender unsuccessful.

Technical Queries can be directed to:

Ms Noxolo Silevu

Company Secretary

Tel: 051-403 0800

Fax: 051-422 5333

E-mail: noxolos@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

NB: *Service Providers to all departments, constitutional institutions and public entities listed in schedule 2 and 3 of the PFMA are required to self-register on the Central Supplier Database.*

ELIGIBILITY CRITERIA

Only those Bidders who satisfy the following criteria are eligible to submit tenders:

First Stage: Administrative Compliance

1. Reasons for disqualification

Only those Respondents who satisfy the eligibility criteria are eligible to submit bids. Submissions that do not satisfy the eligibility criteria will not be evaluated. The following eligibility criteria are applicable to this bid:

A. Bidders who do not adhere to those criteria listed below a PRE-QUALIFIER will be disqualified immediately.

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	Joint Venture/ Association Agreement (If applicable submit a complete and signed JV agreement / Association Agreement).	Pre-Qualifier	Y
3	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).	Pre-Qualifier	Y
4	Price Proposal – to be completed in full.	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	The Respondent has not abused the Employer's Supply Chain Management System or failed to perform on any previous contract and has been given written notice to this effect.	7 days	Y
3	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
4	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	Acceptance of Bid conditions – to be duly completed and signed	7 days	Y

Second Stage: Functionality / Technical Criteria

TENDER EVALUATION CRITERIA

Scores will be allocated to each of the criteria and sub-criteria based on the indicators contained in these schedules.

Notes for Functionality (quality) assessment (reference to table below):

1. The Bidder shall compile a list with relevant proof of each project claimed for points allocation. The list shall:
 - Clearly describe the scope of works of the project/s with reference to the evaluation indicators in the table below; and
 - Only projects with corresponding reference letters or completion certificates/ letters from the Client will be considered.

NO	FUNCTIONALITY CRITERIA	SCORE	WEIGHT
1.	<p>Methodology:</p> <p>Provide detailed methodology that includes legal process for resolving signs or allegations of Material Irregularities and demonstrating understanding of the requirements and expectations of the VCW as outlined in the scope of work.</p> <p>Provide in relation to the outline of scope of work, a complete list of services the forensic investigator can provide.</p> <ol style="list-style-type: none"> 1. Testing the AGSA Material Irregularity (MI) finding if it meets the definition in terms of the Public Audit Act. 2. Determination of the validity (legality) of the actions by the Executive Committee to approve the extension of the VSP application to employees of the receiving entity. 3. Establish all facts and circumstances surrounding the decision to extend the VSP to Employees of the receiving entity. 4. Determine whether proper assessments of operational requirements and affordability were conducted. 5. Identify all person(s) responsible and their level of responsibility 6. Quantify any financial loss. 7. Provide recommendations on recovery, disciplinary action, and preventative measures, including risks involved. 8. Assess compliance with the PFMA and other applicable legislation and their implications. 9. Indicating timeframes through a Ghant Chart. <ul style="list-style-type: none"> - A4 Pages - No more than 20 pages - Line Spacing = 1.5 lines - Paragraph spacing = 2 lines - Font =11 - Covering the scope 	<p>40 Points = Provide detailed Methodology covering all 9 topics under scope of work. Demonstrate excellent understanding of scope, project plan to be completed within 60 days – Methodology covering a process with activities; with timelines for deliverables for the respective category (ies) of choice linked to the, resources and tools, demonstrating the bidders capability knowledge and ability high quality of work performed in all essential areas, completion of a major goal or project, or made an exceptional or unique contribution in support of unit, department.</p> <p>25 Points = Provide detailed Methodology covering 5 to 8 topics under scope of work. Demonstrate excellent understanding of scope, project plan to be completed within 60 days – Methodology covering a process with activities; with timelines for deliverables for the respective category (ies) of choice linked to the, resources and tools, demonstrating the bidders capability knowledge and ability high quality of work performed in all essential areas, completion of a major goal or project, or made an exceptional or unique contribution in support of unit, department.</p> <p>10 Points = Provide detailed Methodology covering below 5 topics under scope of work. Demonstrate excellent understanding of scope, project plan to be completed within 60 days – Methodology covering a process with activities; with timelines for deliverables for the respective category (ies) of choice linked to the, resources</p>	40

		<p>and tools, demonstrating the bidders capability knowledge and ability</p> <p>high quality of work performed in all essential areas, completion of a major goal or project, or made an exceptional or unique contribution in support of unit, department.</p> <p>0 Points = No methodology and/or poor understanding of scope and/or no project plan.</p>	
2.	<p>Experience:</p> <p>Contactable references (in company letter heads) as proof of having conducted forensic investigations, within the public sector, not older than 10 years.</p> <p>VCW is entitled to validate the provided reference letters.</p>	<p>30 Points = five and above reference letters</p> <p>20 Points= two to four reference letters</p> <p>10 Points= One reference letter</p>	30
3.	<p>Team Qualifications & Skills:</p> <p>CV's for: Project leader, Manager and team members detailing the qualifications, skills and membership to professional bodies for each of the members listed.</p>	<p>20 Points</p> <ul style="list-style-type: none"> • Project leader is a Certified Fraud Examiner (CFE) or Chartered Accountant CA (SA) or Admitted attorney or Advocate with more than 10 years of investigative experience. • Skills mix within the assigned team should include: CA (SA), Certified Internal Auditor (CIA) • 100% of the staff members possess forensic investigation, financial, risk management, law and auditing related skills. <p>10 Points</p> <ul style="list-style-type: none"> • Project leader is a Certified Fraud Examiner (CFE) or Chartered Accountant CA (SA) or Admitted attorney or Advocate with more than 7 - 9 years of investigative experience. • Skills mix within the assigned team should include: CA (SA), Certified Internal Auditor (CIA) • 75% of the staff members possess forensic investigation, financial, risk management, law and auditing related skills. <p>5 Points</p> <ul style="list-style-type: none"> • Project leader is not a CFE or CA (SA) or Admitted attorney or Advocate with no experience of investigative experience. 	20

		<ul style="list-style-type: none"> • There is no skills mix within the assigned team. • None of the staff members possess forensic investigation, financial, risk management, law and auditing related skills 	
4	Locality	<p>10 Points = Has an office within the Free State and Northern Cape area of Supply</p> <p>5 points = Has an office within the Republic of South Africa</p>	10
	Total		100
	Minimum Threshold		70

The Bidder must comply with the minimum requirements in accordance with the functionality criteria listed above and must score at least 70 points for Functionality. Bids that fall below the **minimum threshold of 70 points** will be regarded technically unacceptable and will not be considered.

Third Stage : Price Proposal

1. Fees

- 1.1 Any fees by any name or intention, stated will be inclusive of VAT as well as include all other costs.
- 1.2 It is understood that forensic investigation assignments are based on hourly rates and that budgets are compiled once the appointed bidder has assessed the likely extent of the work. Financial proposal will be compared on the basis of hourly rates per each staff level and allocated % total time spend by each staff level (expected total cost).

Firms are required to submit a table of hourly rates as per the table below based on an estimate of 600 hours to be spend per annum. The average hourly rate should also be indicated. It should be noted that the final number of hours to be spend will only be determined upon approval of the final audit plan.

Item (where applicable)	Hourly Rate (including overheads and VAT)
Engagement Partner/Director	R
Associate Director	R
Senior Manager	R
Manager	R
Assistant Manager	R
Supervisor	R
Senior Auditor	R
Trainee Auditor	R
Specialists (e.g. Legal Expertise)	R

*If a particular category does not exist for the firm, it may be omitted.

It is recognised that it is difficult for a prospective bidder to be certain about the extent of the work based solely on the terms of reference. However, to assist with assessments, a firm must provide a typical distribution of time for members of the forensic investigation team on a job of this nature. This should be expressed in percentage of the total person-hours billed on a typical job.

Item (where applicable)	Hourly Rate (including overheads and VAT)
Engagement Partner/Director	%
Associate Director	%
Senior Manager	%
Manager	%
Assistant Manager	%
Supervisor	%
Senior Auditor	%
Trainee Auditor	%
Specialists (e.g. Legal Expertise)	%
Total	100%

1.3 Any proposed increases of fees for the duration of the assignment should be clearly indicted as a percentage (%).

I/We, the undersigned, hereby confirm that all fees and any prices, for or any remuneration quoted as well as cover conditions are firm and binding for the period of the assignment.

Signed at _____ on this the _____ day of _____ 20_____

Full names and signatures

Who also confirms that he/she is duly authorised to do so

Witness 1.

Witness 2.

SPECIAL CONDITIONS OF CONTRACT

1. Definitions

Unless otherwise indicated the following words shall bear the following meanings:

- 1.1 The "Company" shall mean Vaal Central Water except where it is clear that it refers to the Forensic Investigation entity 1.2 The "tender or bid" shall mean a tender or bid for the supply of Forensic Audit services for Vaal Central Water at agreed fees, terms and conditions.
- 1.2 The "tenderer or bidder" shall mean any duly accredited person or persons or any body, incorporated or otherwise, entity submitting a tender to arrange Forensic Investigation services to Vaal Central Water.
- 1.3 The "contract period" shall commence 7 days after appointment.

2. Failure to perform

2.1 If -

- (a) Vaal Central Water should suffer any damage as a result of the tenderer's failure to perform as instructed or required and expected, it is agreed that the tenderer will pay to Vaal Central Water the following amounts, in each case to be determined by the Chief Executive of Vaal Central Water, as liquidated damages and not as a penalty;
 - i) in the event of (a) an amount equal to any additional costs over and above the tender price incurred by Vaal Central Water together with all related costs and expenses involved;
 - or
 - ii) in the event of (b), an amount not exceeding the actual damage and costs sustained or incurred by Vaal Central Water; or
 - iii) including any possible claim instituted against the tender professional indemnity insurance.

- 2.2 The Chief Executive of Vaal Central Water will also determine the manner in which and the time when such payment of additional costs and or damages are to be paid to Vaal Central Water, and the decision of the Chief Executive of Vaal Central Water will be final and binding in each case and on all parties.

3. Alternatives

The tenderer may submit an alternative proposal, which, in his opinion, are to Vaal Central 's advantage economically and technically but it should be clearly indicated as such.

4. Variation

In the event that tenderers are offering any services and or products differing or varying from the requirements of this specification, all such variations shall be clearly indicated and described in the tender response.

5. Membership of associations

Are you a member any professional body or association, if yes please provide details?

6. Empowerment

6.1 Empowerment

Provide a certified copy of your BBBEE status, statement on your policy regarding empowerment of the previously disadvantaged sector and of SMME's.

7. Operating Company information

Indicate which company, division or branch will be responsible for the execution of the contract, if appointed.

7.1 Name:

7.2 Physical address:

7.3 Postal address:

7.4 Telephone/cell/facsimile numbers and e-mail:

7.5 Income tax reference number:

7.6 VAT registration number:

7.7 Company registration number:

7.8 Chief Executive Officer/Managing Director and contact details:

7.9 Structure of division responsible to service Vaal Central Water i.e. Regional Manager, account executive, technical and claims management available in Bloemfontein:

7.10 Names of account executive(s) and support staff that will be responsible for Vaal Central Water's account:

8. National skills development

8.1 Is your organisation registered with the Department of Labour or other relevant body as a training provider in forensic/ internal audit?

If so, please provide full details and proof of registration.

OMISSIONS AND VARIATIONS FROM VAAL CENTRAL WATER'S SPECIFICATIONS, CONDITIONS AND REQUIREMENTS (TO BE COMPLETED BY TENDERER)

Tenders will be held responsible in accordance with Vaal Central Water's specifications/conditions/requirements as included in this tender document except in the respect as stated hereunder and the output will be subject to rejection if it is found on delivery or during the period of cover that it does not comply with Vaal Central Water's specifications/requirements and any deviation is subjected to prior approval in writing by the duly authorised official of Vaal Central Water.

If the tender is in accordance with Vaal Central Water's specifications/conditions/requirements in all respects, the tenderer must state so here:

Name of tender:

Signed at _____ on this the _____ day of _____

20_____.

Full names and signatures

Who also confirms that he/she is duly authorised to do so

Witness 1.

Witness 2.

Vaal Central Water's Expectations

Vaal Central Water expectations of its service providers are to:

The scope of the forensic investigation assignment includes the points listed below. However, should any other function be regarded as imperative by the bidder, it should be added and clearly defined.

The service provider to be appointed will be required to perform the following functions, but not limited to:

- The forensic audit function must prepare:
 - Together with the Chief Executive, assist with the preparation of the draft report to the Board within 60 days after date of commencement;
- Attend and present to Board meetings.
- Comply with Good Governance principles;

SBD 1

**PART A
INVITATION TO BID**

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

BID NUMBER:	VCW412/FIITA/25	CLOSING DATE:	23 JANUARY 2026	CLOSING TIME:	12:00
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DESCRIPTION APPOINTOF A SUITABLY QUALIFIED FIRM TO CONDUCT A FORENSIC INVESTIGATION INTO THE IMPLIMENTATION OF THE TRANSFER AGREEMENT

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):

2 MZUZU STREET, PELLISSIER, BLOEMFONTEIN 9301

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 <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <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& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

- | |
|---|
| <p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>2. TAX COMPLIANCE REQUIREMENTS</p> |
|---|

- 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 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)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> 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.

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

SBD 3.3

**PRICING SCHEDULE
(Professional Services)**

NAME OF BIDDER:	BID NO.:
CLOSING TIME 12:00	CLOSING DATE: 23 January 2026

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

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

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-----

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

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

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-----
-----	-----	-----	R-----

TOTAL: R.....

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

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 with 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

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

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

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.

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20 or 90/10** preference point system.
- b) **80/20 or 90/10** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
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;

- (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:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

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

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

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

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

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

The specific goals allocated points in terms of this tender		Number of points allocated (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)
Categories of specific goals	Requirements				
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)	Certified ID copy and CIPC registration/ CSD report	2	1		
Or	Or				
Youth (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report				
Or	Or				
People with disability (more than 50% ownership)	Medical report sanctioned by qualified professional and CIPC registration/ CSD report				
Located in a specific Local Area of Supply for work to be done	Official Municipal Rates Statement which is in the name of the bidder	10	4		
Free State and Northern Cape Provinces	Or Valid Lease agreement which is in the name of the bidder and the lessor. Or Permission to Occupy from Local				

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)
	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 BBBEE companies	Sworn affidavits/ CIPC/ BBBEE 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		

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

A: BBEEE for EME and QSE

- Sworn affidavit signed by the company representative and attested by a Commissioner of Oaths
- A certified copy of a BBBEE 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
- 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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of

having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with the conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in sections 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently.

1.2 Tender documents

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

1.3 Interpretation

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 the conditions of tender.

1.3.2 The 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.

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 read, copies and recorded. Writing 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.

1.5 The Employer's right to accept or reject any tender offer

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 shall give reasons for such action.

1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

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

2.2 Cost of tendering

Accept that 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 comply with requirements.

2.3 Check documents

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

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.

2.5 Reference documents

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

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.

2.7 Site visit and clarification meeting

Attend, where required, a site visit and 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.

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.

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.

2.10 Pricing the tender offer

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.

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

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.

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.

2.10.5 As no separate provision is made for traffic management and over haul, the cost for these items must be included in appropriate items in the bill of quantities.

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 alterations or additions 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.

2.12 Alternative tender offers

2.12.1 Submit alternative tender offers only if main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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.

2.13 Submitting a tender offer

2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

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 in BLACK INK.

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.

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.

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.

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.

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.

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.

2.14 Information and data to be completed in all respects

Accept that the 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 being non-responsive.

2.15 Closing time

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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

2.16 Tender offer validity

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.

2.16.2 If requested by the employer, consider extending the validity period stated in the tender date for an agreed additional period.

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 total of the prices or substance of the tender offer should be sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

2.18 Provide other material

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 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 being non-responsive.

2.18.2 Dispose of samples of materials, where required.

2.19 Inspections, test and analysis

Provide access during working hours to premises for inspections, test and analysis as provided for in the tender data.

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.

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.

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.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

END OF SECTION

VAAL CENTRAL WATER

VCW412/FIITA/25

APPOINTMENT OF A SUITABLY QUALIFIED FIRM TO CONDUCT A FORENSIC INVESTIGATION INTO THE IMPLIMENTATION OF THE TRANSFER AGREEMENT

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1	Form of Offer and Acceptance	C1 - 2
C1.2	Contract Data	C1 - 7
	Part 1: Data provided by the Employer	C1 - 7
	Part 2: Data provided by the Service Provider	C1 - 10
C1.3	Standard Professional Services Contract.....	C1 - 11

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the outline the appointment of consulting engineers for

The Tenderer, 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 Service Provider 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 VAT IS:

(in words)
..... Rand.

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 including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the consultant in the Conditions of Contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tender

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

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 Consultant 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.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks of 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Signatures

Name(s)
Capacity

Vaal Central Water, 2 Mzuzu Street, Pellissier, 9322

for the Employer

Name & signature of witness
Date

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,

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable 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.

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.

- 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 an 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

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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5 Subject

Details

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CONFIRMATION OF RECEIPT

The Tenderer, (now Service Provider), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day) of _____ (month) 20____ (year) at _____
_____ (place)

For the Firm:

Signature

Name

Capacity

Signature and name of witness

Signature

Name