



TENDER NO: RFB/MW/CS/05/2025-26/01

PROVISION OF SAP DIGITAL TRANSFORMATION, APPLICATION MAINTENANCE AND SUPPORT SERVICES FOR A PERIOD OF 5 YEARS

ISSUED BY:

MAGALIES WATER
38 HEYSTEK STREET
RUSTENBURG
0300

PREPARED BY:

SUPPLY CHAIN MANAG EMENT UNIT
MAGALIES WATER
38 HEYSTEK STREET
RUSTENBURG
0300

Tender Queries:

Contact Name: R Mulaudzi

Telephone: 014 597 4636

Technical Queries:

Contact Name: P Leola

Telephone: 014 597 4636

NAME OF TENDERER.....

BID PRICE OFFERED.....

COMPULSORY VIRTUAL BRIEFING SESSION: 02 JUNE 2026 at 10:00AM

CLOSING DATE AND TIME: 17 JUNE 2026 12:00

BID BOX LOCATION: 38 HEYSTEK STREET, RUSTENBURG, 0299



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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:	RFB/MW/CS/05/2025-26/01	CLOSING DATE: 17 JUNE 2026		CLOSING TIME:	12:00
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Magalies Water Building, 38 Hystek Street					
Rustenburg					
0300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	R.MULAUDZI		CONTACT PERSON	P LEOLA	
TELEPHONE NUMBER	014 597 4636		TELEPHONE NUMBER	014 597 4636	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	rabelanim@magalieswater.co.za.		E-MAIL ADDRESS	patrickl@magalieswater.co.za.	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....

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

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.

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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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 all bids:

- 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) Either the 90/10 or 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 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIAL GOALS	20
Total points for Price and Specific goals must not exceed	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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 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

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{max} = Price of highest acceptable bid

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 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:

5.2 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—

5.2.1 an invitation for tender for income-generating contracts, that either the 80/20 or 90/10

Specific goal	Number of points (80/20 system)	Means of verification
Black people ownership equity	5	Central Supplier Database (CSD) report
Women equity	3	Central Supplier Database (CSD) report
Youth equity	2	Central Supplier Database (CSD) report
Disability	2	Medical certificate or (CSD)
Promotion of small businesses Medium- 2 Points Small- 3 Points Micro- 4 Points Other- 0 Points	4	Signed Financial Statements for transactions above R500 000.00
Locality Within 100km radius of where goods/service is required	3	Proof of address (tribal authority letter/ Lease agreement accompanied by municipal rates invoice/statement)
Military Veterans (MVA)	1	MVA force number/CSD
Total	20	

preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

5.2.2 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.)

Application of preference point system for Quotation & Tender procurement of below 50million.

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm:.....

5.4 Company registration number:.....

5.5 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]

5.6 I/we, the undersigned, who is / are 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 2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

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



POPIA consent by the Bidder

Magalies Water undertakes to process the personal information of the Bidder and any related information supplied only in accordance with the conditions of lawful processing as set out in terms of POPIA and only to the extent that it is necessary to evaluate the tender document and within the framework of the Procurement process.

The bidder acknowledges that the collection of personal information is only for the evaluations process of the tender document.

The bidder irrevocably and unconditionally agrees-

- That he/she is notified of the purpose and reason for the collection and processing of such information in so far as it relates to the tendering and evaluation process,
- That he/she consents and authorizes the Magalies Water to undertake the collection, processing, and further processing of the bidder 's personal information and any information supplied to Magalies Water, for the purposes of evaluating the tender document.

The bidder gives and authorises this consent unconditionally for Magalies Water to lawfully process their personal information solely to evaluate the tender document

Thus, Done and Signed at

On This Day Of

2026

The Director / CEO Name and Surname.

Witnesses _____
(Signature)

Witnesses _____
(Signature)

SECTION 2

GENERAL CONDITIONS OF PROPOSAL

1. Proprietary Information

Magalies Water (MW) considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to MW. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of MW.

2. Enquiries

2.1 All communication and attempts to solicit information of any kind relative to this RFP should be channelled **in writing** to:

Name: Magalies Water

Telephone: 014 597 4636

E-mail: tenders@magalieswater.co.za. Cc abelanim@magalieswater.co.za.

2.2 Virtual Compulsory tender briefing shall be on the **02June 2026**

2.3 Enquiries in relation to this RFP will not be entertained **five days** prior to the closing date.

2.4 The enquiries will be consolidated, and MW will issue one response and such response will be posted, within two (2) days after the last day of enquiries.

2.5 The MAGALIES WATER may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against MW on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

3. Bid Validity Period

Responses to this RFP received from bidders will be valid for a period of **120** days counted from the bid closing date.

4. Instructions on submission of Bids

Bids should be submitted as follows:

- One (1) **original**
- One (1) **signed copy** and
- One (1) **electronic copy on USB in PDF format**

The bid documents must be placed in the bid box at the Main gate :

Magalies Water Building, 38 Heystek Street, Rustenburg, 0300 by no later than **17June**

2026 @ 12:00pm.

- 4.1** Bids must be submitted in the prescribed response format, herein reflected as Response Format
- 4.2** The bid closing date, bidder name and the return address must also be endorsed on the bid document.
- 4.3** If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging, and the courier must ensure that documents are placed / deposited into the bid box. **Magalies Water (MW) will not be held responsible for any delays where bid documents are handed to the MW Receptionist.**
- 4.4** No bid response received by telegram, telex, email, facsimile or similar medium will be considered.
- 4.5** Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is the MW's policy not to consider late bids for tender evaluation.**
- 4.6** Amended bids may be sent in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing time.

5. Preparation of Bid Response

- 5.1** All the documentation submitted in response to this RFP must be in English.
- 5.2** The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 5.3** Bids submitted by bidders which are, or are comprised of companies must be signed by a person or persons duly authorized thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- 5.4** The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by MW in regard to anything arising from the fact that pages of a bid are missing or duplicate
- 5.5** A valid tax clearance certificate or SARS Pin number must be included in the bid response.
- 5.6** A copy(s) of valid and current certificates from the professional organizations/ bodies that the bidder is affiliated to or a member of, must be included in the bid response.

6. Supplier Performance Management

Supplier Performance Management is viewed by MW as a critical component in ensuring value for money acquisition and good supplier relations between MAGALIES WATER and all its suppliers.

The successful bidder shall upon receipt of written notification of an award, be required to

conclude a Service Level Agreement (SLA) with MW, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance and ensure effective delivery of service, quality and value-add to MW's business.

7. MW's Rights

- 7.1** MW is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date.
- 7.2** MW reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the MW.
- 7.3** MW reserves the right to award this bid as a whole or in part.
- 7.4** MW reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.

8. Undertakings by the Bidder

- 8.1** By submitting a bid in response to the RFP, the bidder will be taken to offer / render all of the services described in the bid response submitted by it to MW on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 8.2** The bidder shall prepare for a possible presentation should MW require such and the bidder shall be notified thereof in good time before the actual presentation date. Such presentation may include a practical demonstration of products or services as called for in this RFP.
- 8.3** The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by MW during the bid validity period indicated in the RFP and
- 8.4** calculated from the bid closing hour and date such offer and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.
- 8.5** The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- 8.6** The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on supplier under the supply agreement and SLA to be concluded with MW, as the principal(s) liable for the due fulfilment of such contract.
- 8.7** The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered, shall be for the account of the bidder. All

supporting documentation and manuals submitted with its bid will become MW property unless otherwise stated by the bidder/s at the time of submission.

9. Reasons for disqualification

9.1 MW reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:

- 9.1.1** bidders who submit incomplete information and documentation according to the requirements of this RFP document;
- 9.1.2** bidders who submit information that is fraudulent, factually untrue or inaccurate information;
- 9.1.3** bidders who receive information not available to other potential bidders through fraudulent means;
- 9.1.4** bidders who do not comply with **mandatory requirements** stipulated in the RFP document; and/or
- 9.1.5** bidders who fail to attend a compulsory briefing session stipulated in the tender advert and/ or in this RFP document.
- 9.1.6** Late bids will not be accepted for consideration.

10. RETURNABLE DOCUMENTS

Bidders shall submit their bid responses in accordance with the returnable stated below (each returnable must be clearly marked and/or labelled):

Stage 1A – Administrative Requirements

- a) Certificate of Authority for Signatory.
- b) Joint Venture Agreement and Power of Attorney, if applicable.
- c) Bidder must provide CSD report
- d) The bidder must complete and signed all prescribed standard bid forms
- e) Bidder must provide tax pin/ SARS tax certificate

Note: *In the event where the bidder is a JV/Partnership/Consortium, the SAP Certified Partnership of the Company letter will need to be submitted as a collective. This implies that one of the members of the JV/Partnership/Consortium should submit and not all members.

Stage 1B: Mandatory Requirements

- Valid COIDA Certificate from Department of Labour
- Compulsory Briefing Session Attendance.
- Submission of an Electronic Copy in a form of USB
- Signed and Completed POPIA consent form
- Registered and Certified as SAP South Africa Implementation Partner or SAP Certified Partnership (Certified Copy of the Certification is required)
- Company competency certificate or letter on SAP Cloud ERP Private solution status/level

***NB- Failure to comply with the requirements assessed (Mandatory Requirements). will lead to disqualification of bids.**

Stage 2: Evaluation Criteria and Weightings:

Category	Weight	Requirement	Score	Evidence required
2.1 Company profile				Certified copy of Competency Certificate/Letter is required Due Diligent will be made to confirm the competency status/level
2.1 Company competency on SAP Cloud ERP Private solution status/level	5	Essential	2	
		Advance	3	
		Expert	5	
2.2 Company Experience. 2.2.1 Implementation of S4HANA. Relevant experience of the Company on the Implementation of SAP4HANA projects in South Africa	20	Projects with no relevant appointment and reference letters attached	0	- Only projects related to the scope of work with the relevant appointment letter, accompanying with a corresponding completion certificate or reference letters from the previous employer must be provided by the service provider where the services were and, or are rendered. - The reference letters must be on a company letterhead with contact details (contact person and working contact numbers) and type of services rendered (failure to provide references will result to points been forfeited) Due Diligent will be made to confirm the appointment letters and reference letters
		One (1) S4HANA Implementation project with appointment letter and completion certificate or reference letter attached	10	
		Two (2) and more S4HANA Implementation projects with appointment letter and completion certificate or reference letters attached	20	
2.2.2 Maintenance and Support of SAP ECC projects (Capability to support legacy system) Relevant experience of the Company in Maintenance and Support of SAP ECC projects in South Africa	15	Projects with no relevant Appointment letters and Completion Certificates or reference letters attached	0	
		One (1) Project with appointment letter and completion certificate or reference letter attached of SAP ECC Maintenance and Support	5	- Only successfully completed Projects within the last ten years will be considered. - Only projects with the relevant appointment letters, accompanying with a corresponding successful Completion Certificate or reference letter from previous Employers will be considered Due Diligent will be made to confirm the appointment letters, Completion Certificates and reference letters.
		Two (2) to three (3) Projects with appointment letter and completion certificates or reference letters attached of SAP ECC Maintenance and Support	10	
		Four (4) and more Projects with appointment letters and completion certificates or reference letters attached of SAP ECC Maintenance and Support	15	

2.3 Capacity to Implement S4HANA Project and Support SAP ISU Environment				
Experience and qualifications including their CVs that indicate years of experience in S4HANA implementation and SAP ECC maintenance support to be attached. Note that no points will be scored should the required documents not be attached.				
Service Delivery Manager Experience in managing S4 HANA implementation projects and SAP ECC maintenance and support projects	10	Zero (0) year of experience	0	Comprehensive CV indicating years of relevant role experience with contactable references
		One (1) to two (2) years of experience	5	
		Three (3) years and more years of experience	10	
Service Delivery Manager Qualifications	10	NQF level 6 or higher in Information Technology, Computer Science, Engineering, Finance, or Business Management without Professional Certifications (Project Management certification or ITIL Certification)	0	Certified copies of qualifications and certifications
		NQF level 6 or higher in Information Technology, Computer Science, Engineering, Finance, or Business Management with Professional Certifications (Project Management certification or ITIL Certification)	5	
		NQF level 6 or higher in Information Technology, Computer Science, Engineering, Finance, or Business Management with Professional Certifications (Project Management certification and ITIL Certification)	10	
SAP Functional team: SAP IS-U SAP FICO SAP PM (Enterprise Asset Management) SAP MM SAP PS (Project Management) NB: Bidders with less than 5 roles and less corresponding years of experience will be scored 0	20	5 functional roles, all with zero experience	0	Comprehensive CV indicating years of relevant role experience Functional team with experience in S4 HANA implementation projects and SAP ECC maintenance and support with contactable references
		5 functional roles, all with 1 -2 years' experience	10	
		5 functional roles, all with 3 -4 years' experience	15	
		5 functional roles, all with 5 years and more of experience	20	
SAP Technical SAP ABAP SAP Basis and Authorization NB: Bidders with less than 3 roles and less corresponding years of experience will be scored 0	20	3 functional roles, all with zero experience	0	Comprehensive CV indicating years of relevant role experience
		3 technical roles, all with 1 -2 years' experience	10	
		3 technical roles, all with 3 -4 years' experience	15	Functional team with experience in S4 HANA implementation projects and SAP ECC maintenance and support with contactable references
		3 technical roles, all with 5 years and more of experience	20	
Total	100			

NB: A Tenderer who scores less than 70% for Functionality, that is, less than 70 points, will automatically be disqualified and will not be evaluated further

STAGE 3: PRICE AND SPECIFIC GOAL

All bids that achieved the minimum threshold for functionality (acceptable bids) will be evaluated further in terms of the **80/20** preference point system, as follows:

CRITERIA	POINTS
Price	80
Specific Goal	20
TOTAL	100 points

Specific goal	Number of points (80/20 system)	Means of verification
Black people ownership equity	5	Central Supplier Database (CSD) report
Women equity	3	Central Supplier Database (CSD) report
Youth equity	2	Central Supplier Database (CSD) report
Disability	2	Medical certificate or (CSD)
Promotion of small businesses Medium- 2 Points Small- 3 Points Micro- 4 Points Other- 0 Points	4	1. Central Supplier Database (CSD) report for transactions from rand value to R500 000.00. 2. Signed Financial Statements for transactions above R500 000.00
Locality Within 100km radius of where goods/service is required	3	Proof of address (tribal authority letter/ Lease agreement accompanied by municipal rates invoice/statement)
Military Veterans (MVA)	1	MVA force number/CSD
Total	20	

STAGE 4: RISK ANALYSIS

In addition to the evaluation of Responsiveness and Functionality, a risk analysis will be performed on the highest-ranking tenders to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer.

Bid offer will only be accepted if:

- a) The Bidder has submitted, with the offer, all relevant documentation as required in stage 1B
- b) The bidder or any of its directors is not listed on the register of Bid 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.
- c) The Bidder has not:
 - i) Abused the Employer's Supply Chain Management System or

- ii) Failed to perform on any previous contract
- d) The Bidder has proved track record in similar works (employers will be contacted to prove track records of reference letters and CVs)
- e) Submission of 3 - year audited Annual Financials as additional to the Declaration of Financial Capacity

SECTION 3

FUNCTIONAL SPECIFICATION REQUIREMENTS

1. Special Instructions to Bidders

- 1.1 Should a bidder have reasons to believe that the Functional Specification Requirements are not open/ fair and/or are written for a particular brand or product or service provider; the bidder must notify MW Procurement within five (5) days after publication of the RFP.
- 1.2 Bidders shall provide full and accurate answers to the questions posed in this RFP document, and **must** substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/ technical requirements; failure to substantiate will disqualify the bidder as non-responsive. All documents as indicated should be supplied as part of the bid response.
- 1.3 Failure to comply with **Mandatory Requirements** will disqualify the bidder as non-responsive.

2. Background

- 2.1 Magalies Water is a state-owned business enterprise that operates within the South African legislation parameters of the Water Service Act 108 of 1997, Public Finance Management Act 1 of 1999 and Public Audit Act 25 of 2004. The primary function of Magalies Water is to supply treated water in bulk to its municipal, industrial and mining customers. Magalies Water intends to modernise its systems, enhance operational efficiency, and improve overall performance through the implementation of SAP S/4HANA using a Greenfield approach. During the transition, the existing SAP ECC system must remain fully operational and supported. Post-implementation, the successful bidder will provide ongoing support and maintenance for the new SAP S/4HANA environment.

2.2 Objectives

- Implement SAP S/4HANA using a Greenfield approach aligned with industry best practices
- Ensure business continuity through effective support of the existing SAP ECC system
- Migrate and optimise business processes to SAP S/4HANA
- Enable improved reporting, governance, and decision-making
- Provide post-implementation support and continuous improvement services

2.3 MW Current SAP Environment

Currently, the organisation operates on SAP ECC 6 to support its core business processes, including finance, supply chain, asset management, and IS-U (Industry Solution – Utilities), encompassing the following:

- **ERP Platform:** SAP ECC 6 Enhancement Pack 7
- **Deployment:** On- premises

- **Architecture:** Standard 3-tier (Development, Quality Assurance and Production) landscape: (virtualised environments)
- **Operating System:** Microsoft Windows Server 2012 R2
- **Database:** Microsoft SQL Server 2012

2.4 Support Model

The organisation prefers a hybrid support model, comprising both on-site and off-site support. However, all training sessions must be conducted strictly on-site.

2.5 Performance Management

The Key Performance Indicators (KPIs) and a detailed Service Level Agreement (SLA) will be jointly agreed upon between Magalies Water and the successful service provider to ensure accountability and performance standards.

2.6 Indicative Resource Requirements

The following represents the indicative resources for this engagement. Service providers are required to review the scope of work in detail and propose all relevant and suitably qualified resources necessary to ensure the effective, efficient, and comprehensive delivery of the required services. All proposed personnel must be qualified and experienced in their respective fields.

- Project Manager / Service Delivery Manager
- SAP IS-U Functional Lead Personnel
- SAP IS-U Billing & Tariff Specialist
- SAP FI/CO Personnel
- SAP Plant Maintenance (Enterprise Asset Management) Personnel
- SAP Material Management Personnel
- SAP Basis Personnel
- SAP Authorization Personnel
- SAP PS (Project Management) Personnel
- SAP ABAP Personnel

NB: SAP South Africa will be the project implementation quality assurance authority, and the successful bidder will work with SAP South Africa for scheduled quality checks throughout the project for a successful SAP4HANA implementation.

3. SCOPE OF WORK/ TERMS OF REFERENCE

This section outlines the organisation's current perspective on the tasks that the service provider is required to undertake in order to successfully achieve the objectives. It is not intended to limit the scope of the consultant's activities. Service providers are expected to review this information and include any additional tasks they consider necessary or appropriate to ensure the effective and comprehensive delivery of the required services.

3.1 SAP S/4HANA Implementation (Greenfield)

The scope of work includes, but not be limited to, the following:

3.1.1 Project initiation and planning

- Project governance framework and PMO establishment
- Detailed project plan with milestones and deliverables
- Stakeholder engagement and communication plan
- Risk, issue, and change management framework

3.1.2 Business process re-engineering and alignment

- Conduct workshops across business units:
- Map current vs future processes
- Promote SAP best practices and minimise customisation

3.1.3 Solution Design & Configuration

- Configure SAP S/4HANA modules
- Integration with existing systems
- Define organisational structure
- Security roles and authorisations
- System configuration and customization

3.1.4 Data Migration

- Data assessment and cleansing strategy
- Migration objects definition
- Migration tools (e.g. SAP Migration Cockpit)
- Data validation and reconciliation
- Data migration (master and transactional data)

3.1.5 Development

- Custom developments (Reports, Interfaces, Enhancements, Forms)
- Fiori apps deployment
- Integration with existing and third-party systems

3.1.6 Testing

- Unit, integration
- System Integration Testing
- Performance testing
- User acceptance testing

3.1.7 Change management and training

- End-user training programmes
- Training materials and manuals

- Super-user training
- Internal ICT team training
- Change impact assessment

3.1.8 Cutover planning and Go-live

- Cutover strategy and execution plan
- Production system readiness
- Go-live support

Modules may include (but not limited to):

- SAP Cloud ERP Private
- SAP S/4HANA Cloud Pr. Ed., utilities
- SAP Field Service Management
- SAP Field Service Management test tenant
- SAP Integration Suite, standard edition
- AP Integration Suite
- SAP AI Unit

3.2 Maintenance and Support of SAP ECC (During Transition)

3.2.1 The service provider must:

- Provide functional and technical support for the existing SAP ECC system
- Ensure system availability, performance, and stability
- Resolve incidents and service requests within agreed SLAs
- Perform system monitoring, patching, and upgrades where required
- Support business users and key stakeholders
- Maintain integrations and interfaces
- Provide knowledge transfer to internal ICT teams and super users
- Development and maintain functional and technical training materials

3.2.2 Existing SAP modules and areas:

- FICO
- Project System (PS)
- Materials Management (MM)
- Plant Maintenance (PM)
- Industry Solution for Utility (ISU) Billing and Invoicing,
- Customer Services
- Device Management
- FICA
- SAP Basis and Authorizations
- SAP Fiori, Workflow and ABAP

3.3 SAP S/4HANA Support (post-Implementation)

3.3.1 After go-live, the service provider will:

- Provide application onsite/remote support (functional and technical)
- Manage incidents, problems, and change requests as per the agreed SLA
- Perform daily system administration and monitoring
- Deliver continuous improvements and enhancements
- Support regulatory compliance and audit requirements

- Provide periodic system health checks and optimization
- Assist with the scoping of new functional requirements
- Provide knowledge transfer to internal ICT teams and super users and refresher training if required

4. DURATION

The duration of the contract is Five (5) Years from date of appointment of contract.

5. CONTRACT

The contract to be used for this tender will be the Magalies Water Service Level Agreement (SLA), which will be a binding contract between Magalies Water and the successful bidder.

6. PAYMENTS

The Service Provider shall be paid within thirty (30) Days from the date of receipt of invoice

7. PENALTIES

All penalties for non-performance will be set out in the Service level agreement.

SECTION 4
PRICE PROPOSAL REQUIREMENTS

4. 4.1 S4HANA IMPLEMENTATION COSTS

Notes:

- All prices must be quoted in South African Rand (ZAR).
- Prices must be firm for the duration of the contract unless otherwise stated.

BILL NO1 (To be completed by the bidder)

DESCRIPTION/PHASE	ESTIMATED QUANTITY	RATE	TOTAL
Rate per hour for project preparation	160		
Rate per hour for business process re-engineering and alignment	160		
Rate per hour for solution design & configuration	160		
Rate per hour for data migration	320		
Rate per hour for testing	160		
Rate per hour for deployment	160		
Rate per hour for training and change management	40		
Travel (rate per kilometre)	1000 Km		
Accommodation (will be capped at R1,530.00 per night, per person)	Sum		
Total (vat excl) (CARRY TO SUMMARY)			

NB: Estimated hours/quantity are for evaluation purposes only

4.2 SAP ECC 6 MAINTENANCE AND SUPPORT COSTS

Notes:

- All prices must be quoted in South African Rand (ZAR).
- Prices must be firm for the duration of the contract unless otherwise stated.

BILL NO2 (To be completed by the bidder)

DESCRIPTION	RATE PER HOUR	TOTAL PER MONTH	TOTAL FOR 12 MONTHS
SAP ECC 6 MAINTENANCE SUPPORT (300 HRS PER MONTH)			
Travel (rate per kilometre)	800 Km		
Accommodation (will be capped at R1,530.00 per night, per person)	Sum		
SUB TOTAL (CARRY TO SUMMARY)			

NB: Estimated hours/quantity are for evaluation purposes only

4.2.1 SAP ECC 6 SUPPORT AND CONDITIONS

The bidder must propose maintenance and support rates for the existing SAP ECC 6 system during the migration to SAP S/4HANA, covering the scope of work in Section 3.2.

4.2.1.1 Support Hour Allocation (“Bucket of Hours”):

- A monthly allocation of 300 hours shall be provided to Magalies Water.
- The hours shall be of an unspecified type, meaning they are not to be restricted to specific consultant categories (e.g., functional, technical, or basis).
- Unused hours shall roll over for a maximum period of three (3) months, after which they will expire.
- The First-In-First-Out (FIFO) method shall apply to the utilization of hours.
- Any hours utilized more than the allocated monthly bucket of 300 hours shall be billed at the same hourly rate as the standard bucket hours. Prior approval from Magalies Water management is required before any excess hours can be utilized
- The allocated hours may be used for any SAP-related service

4.2.1.2 Travel and Accommodation Conditions:

- All travel arrangements shall be pre-authorized in writing by the Magalies Water ICT management prior to any work instruction.
- The service provider shall maintain and submit a detailed travel logbook with each invoice.
- The rate per kilometre shall be aligned with the Automobile Association (AA) rates applicable at the time of travel.
- Travel distance shall be capped at a maximum of 800 kilometres per month.
- Accommodation costs shall be reimbursable and capped at R1,530.00 per night

4.3 S4HANA MAINTENANCE AND SUPPORT COSTS

Notes:

- All prices must be quoted in South African Rand (ZAR).
- Prices must be firm for the duration of the contract unless otherwise stated.
- Price should include escalation percent (%) from year 2

NB: ESTIMATED HOURS/QUANTITY ARE FOR EVALUATION PURPOSES ONLY

BILL NO3 YEAR1 (To be completed by the bidder)

DESCRIPTION	RATE PER HOUR	TOTAL PER MONTH
S/4HANA MAINTENANCE SUPPORT (300 HRS PER MONTH)		
Travel (rate per kilometre)	600 Km	
Accommodation (will be capped at R1,530.00 per night, per person)	Sum	
SUB TOTAL (CARRY TO SUMMARY)		

BILL NO4 YEAR2 (To be completed by the bidder)

DESCRIPTION	RATE PER HOUR	TOTAL PER MONTH
S/4HANA MAINTENANCE SUPPORT (300 HRS PER MONTH)		
Travel (rate per kilometre)	600 Km	
Accommodation (will be capped at R1,530.00 per night, per person)	Sum	
Escalation		
SUB TOTAL (CARRY TO SUMMARY)		

BILL NO5 YEAR3 (To be completed by the bidder)

DESCRIPTION	RATE PER HOUR	TOTAL PER MONTH
S/4HANA MAINTENANCE SUPPORT (300 HRS PER MONTH)		
Travel (rate per kilometre)	600 Km	
Accommodation (will be capped at R1,530.00 per night, per person)	Sum	
Escalation		
SUB TOTAL (CARRY TO SUMMARY)		

BILL NO6 YEAR4 (To be completed by the bidder)

DESCRIPTION	RATE PER HOUR	TOTAL PER MONTH
S/4HANA MAINTENANCE SUPPORT (300 HRS PER MONTH)		
Travel (rate per kilometre)	600 Km	
Accommodation (will be capped at R1,530.00 per night, per person)	Sum	
Escalation		
SUB TOTAL (CARRY TO SUMMARY)		

BILL NO7 YEAR5 (To be completed by the bidder)

DESCRIPTION	RATE PER HOUR	TOTAL PER MONTH
S/4HANA MAINTENANCE SUPPORT (300 HRS PER MONTH)		
Travel (rate per kilometre)	600 Km	
Accommodation (will be capped at R1,530.00 per night, per person)	Sum	
Escalation		
SUB TOTAL (CARRY TO SUMMARY)		

NB: ESCALATION MUST BE ALIGNED TO CPI

4.3.1 S4HANA MAINTENANCE AND SUPPORT AND CONDITIONS

The bidder is required to propose SAP S/4HANA maintenance and support rates covering the scope of work in Section 3.

4.3.1.1 Support Hour Allocation (“Bucket of Hours”):

- A monthly allocation of 300 hours shall be provided to Magalies Water.
- The hours shall be of an unspecified type, meaning they are not to be restricted to specific consultant categories (e.g., functional, technical, or basis).
- Unused hours shall roll over for a maximum period of three (3) months, after which they will expire.
- The First-In-First-Out (FIFO) method shall apply to the utilization of hours.
- Any hours utilized more than the allocated monthly bucket of 300 hours shall be billed at the same hourly rate as the standard bucket hours. Prior approval from the CIO is required before any excess hours can be utilized.
- The allocated hours may be used for any SAP-related service

4.3.1.2 Travel and Accommodation Conditions:

- All travel arrangements shall be pre-authorized in writing by the Magalies Water ICT management prior to any work instruction.
- The service provider shall maintain and submit a detailed travel logbook with each invoice.
- The rate per kilometre shall be aligned with the Automobile Association (AA) rates applicable at the time of travel.

- Travel distance shall be capped at a maximum of 600 kilometres per month.
- Accommodation costs shall be reimbursable and capped at R1,530.00 per night, in accordance with the National Treasury Cost Containment Circular.

(To be completed by the bidder)

DECSRIPTION	TOTAL
BILL NO1 (VAT EXCL)	R
BILL NO2 (VAT EXCL)	R
BILL NO3 YEAR1 (VAT EXCL)	R
BILL NO4 YEAR2 (VAT EXCL)	R
BILL NO5 YEAR3 (VAT EXCL)	R
BILL NO6 YEAR4 (VAT EXCL)	R
BILL NO7 YEAR5 (VAT EXCL)	R
SUBTOTAL (A)	R
CONTIGENCY (B) = (10% OF A)	R
TOTAL EXCL VAT (C) = (A+B)	R
VAT (D) = (15% OF C)	R
TOTAL (VAT INCL) = C+D	R

SCHEDULE OF VARIATIONS AND MISSIONS

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 Bidders covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes 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.