RFB/MW/WS-06/2025-26/02:

SUPPLY, DELIVER, INSTALL, SERVICE AND MAINTAIN FIRE EQUIPMENT AND SELF CONTAINED BREATHING APPARATUTS FOR MAGALIES WATER TREATMENT PLANTS FOR 5 YEARS

VOLUME 1 – The Tender

Issued by:
Magalies Water
38 Heystek Street
Rustenburg

Tender Queries:	**Technical Queries:**
Contact Name: Rabelani Mulaudzi	Contact Name: Nosiphiwe Dudula
Telephone: 014 597 4636	Telephone: 012 277 1290

NAME OF TENDERER:………………………………………………………………………

BID PRICE OFFERED:……….…………………………………………………………

VIRTUAL COMPULSORY BRIEFING SESSION: 15 JUNE 2026 AT 12:00PM

CLOSING DATE: 02 JULY 2026 AT 12:00PM

BID BOX: 38 HEYSTEK STREET, RUSTENBURG, 0299

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DESCRIPTION

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER	RFB/MW/WS-06/2025-26/02	CLOSING DATE:	02 July 2026	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY, DELIVER, INSTALL, SERVICE AND MAINTAIN FIRE EQUIPMENT AND SELF CONTAINED BREATHING APPARATUTS FOR MAGALIES WATER TREATMENT PLANTS FOR 5 YEARS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
38 HEYSTEK STREET
RUSTENBURG
0300

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**T Mentoro**	CONTACT PERSON	**Nevilen Singh**
TELEPHONE NUMBER	**014 597 4636**	TELEPHONE NUMBER	**014 597 4636**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**tenders@magalieswater.co.za**	E-MAIL ADDRESS	**tenders@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 /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS 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, 2017, 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 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.

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 B-BBEE 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**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = 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 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.

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
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 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.)

Note to organs of state: Where either the 90/10 or 80/20

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 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)

GENERAL CONDITIONS OF BID

1. Proprietary Information

Magalies Water (MW) considers this Request for Bid (RFB) 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, and representatives. The respondent shall not disclose, publish, or advertise this RFB 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 channeled **in writing** to:

Name:	Magalies Water
Telephone Number:	+27 14 597 4636
Email address:	tenders@magalieswater.co.za

2.2 Enquiries in relation to this RFB will not be entertained five (5) days before closing date.

2.3 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 Reception area: Magalies Water Building, 38 Heystek Street, Rustenburg, 0300 by no later than **12:00 noon on 02 July 2026.**

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 RFB 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 duplicated.

5.5 A list of all references (minimum of 3, as per the Functional Specification Requirements set out in section 2 of the RFP) must be included in the bid response.

5.6 A valid Tax Clearance certificate or SARS Pin number 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. Supplier Development

Magalies Water promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between Magalies Water and the successful bidder.

8. MW"s Rights

8.1 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.

8.2 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.

8.3 MW reserves the right to award this bid as a whole or in part.

8.4 MW reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.

9. Undertakings by the Bidder

9.1 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.

9.2 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.

9.3 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 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.

9.4 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.

9.5 The successful bidder accepts full responsibility for the proper execution and fulfillment 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 fulfillment of such contract.

9.6 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.

10. Reasons for disqualification

10.1 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:

10.1.1 bidders who submit incomplete information and documentation according to the requirements of this RFP document;

10.1.2 bidders who submit information that is fraudulent, factually untrue or inaccurate information;

10.1.3 bidders who receive information not available to other potential bidders through fraudulent means;

10.1.4 bidders who do not comply with ***mandatory requirements*** stipulated in the RFP document; and/or

10.1.5 bidders who fail to attend a **compulsory briefing session** stipulated in the tender advert and/ or in this RFP document.

10.1.6 **Late bids** will not be accepted for consideration.

10.1.7 Bidders who are not registered with the **National Treasury Central Supplier Database (CSD)** at the time of bidding will not be considered during evaluation process.

11. BID EVALUATION

PHASE 1A: ADMINISTRATIVE REQUIREMENTS:

Initial Screening Process: During this phase, bid responses will be reviewed for purposes of assessing compliance with RFB requirements including the general bid conditions, which requirements include the following:

- The bidder should submit National Treasury Report/ NTCSD registered Vendor number.
- Completion and signing of all Standard Bidding Documents
- Submission of Authority for Signatory
- Completion and signing of Form of Offer and Acceptance

PHASE 1 B: MANDATORY REQUIREMENTS:

- Attendance of the Virtual Compulsory briefing session
- Completion and signing POPIA Consent form
- Bidder must submit electronic copy - USB
- Valid COIDA letter of Good Standing
- SANS 1475 Company Accreditation/ Certification – Fire equipment or
- SANS 101391 Company Accreditation/ Certification – Fire Alarms or
- The certificate should be relevant to the standards/frameworks often associated with BA systems:
- SANS 10227 — inspection bodies
- SANS 10019 — gas cylinders
- SANS 10338 — SCBA requirements
- SABS permit to apply a certification mark
- Price Proposal/Schedule

PHASE 2 – FUNCTIONALITY

The requirement of this tender is that the Bidder must score at least **70 points (70 per cent)** for functionality to qualify for further evaluation.

Functionality Criteria	Sub-criteria	Maximum number of points
Number of Fire equipment, fire alarm, BA sets installation and servicing projects with a value R200 000 or more.	Attach number of projects completed with their values- (Attach reliable appointment and reference letters and PO with invoices per project in client's letterhead from previous contracts. NB: Verification for appointment letters will be done 4 or more project = 40 3 projects = 30 2 projects = 20 1 project = 10 No projected completed (=0)	40
Project manager (Who will be a lead technician) Attach experience and with a National Diploma NQF level 6 (Project Management or relevant qualification in management)	Attach a comprehensive CV with relevant experience with contactable references NB: Verification of certificate will be done 4 years and above experience with a National Diploma NQF level 6 (Project Management or relevant qualification in management) (Value= 15) 2- 3 years' experience with a National Diploma NQF level 6 (Project Management or relevant qualification in management) (Value =10) 1year experience with a National Diploma NQF level 6 (Project Management or relevant qualification in management) (Value = 5) 0 years' experience or No proof of relevant experience and No National Diploma NQF level 6 (Project Management or relevant qualification in management) (Value = 0)	15
Number of technicians with SAQCC 1475/ 101391/ BA sets/ Fire Suppression Certification	Attach a comprehensive CV with relevant experience with contactable references, attach proof of Certification. NB: Verification of certificates will be done 5 or more Technicians with Certification (Value = 25) 4 Technicians with Certification (Value = 20) 3 Technicians with Certification (Value = 15) 2 Technicians with Certification (Value = 10) 1 Technicians with Certification (Value = 5)	25

	No Technician with Certification (Value = 0)	
Number of company vehicles certified with SANS 1475, 101391, BA sets and Fire suppression or SABS Marks	Attach proof of vehicle ownership or lease agreement and pictures of branded designated vehicles. Proof of ownership or lease agreement and 2 or more branded designated vehicles (Value=10) Proof of ownership or lease agreement and 1 branded designated vehicle (Value=5) No proof of ownership or lease agreement and no branded designated vehicles (Value=0)	10
Quality of service	Provide an ISO 9001 Management certificate Valid ISO 9001 Certificate (Value=10 points) A detailed QMS (Value =5 points) No ISO 9001 Management System certificate (Value=0 points)	10
Total		100

Phase PREFERENCE POINT SYSTEM

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	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	

SUPPLY, DELIVER, INSTALL, SERVICE AND MAINTAIN FIRE EQUIPMENT AND SELF CONTAINED BREATHING APPARATUTS FOR MAGALIES WATER TREATMENT PLANTS FOR 5 YEARS

VOLUME 2 – Offer, Contract, Pricing and Scope

Issued by:

Magalies Water
38 Heystek Street
Rustenburg

Tender Queries:	**Technical Queries:**
Contact Name: Ms T Mentoro	Contact Name: Mr. N Dudula
Telephone: 014 597 4636	Telephone: 012 277 1290

Name of Tenderer:……………………………………………………………………

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PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

IMPORTANT NOTE:

ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).

Form B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.

Form C: SCHEDULE OF DEVIATIONS forms part of the Contract and shall thus be attached to the Confirmation of Order issued and handed to the Tenderer. The Tenderer shall sign the Copy handed to him and a copy of same shall be attached to the Acceptance for signature by the Employer. Without the Copy of this Schedule being signed by the Contractor for attachment to the Acceptance, the said Confirmation of Order will become null and void.

Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer on receipt of a fully completed original copy of the Agreement including the Schedule of Deviations, if any.

A tender in which Form A: OFFER has not been completed and signed by the Tenderer, will not be valid and will be disqualified in the discretion of the Employer.

A. Offer

The Purchaser, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: SUPPLY, DELIVERY AND OFFLOADING OF COAGULANTS FOR MAGALIES WATER.

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

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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 Supplier 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) ……
………………………………………………………………………………Rands;

R………………………(in figures)

The Tenderer confirms that he has read the Conditions of Contract referred to in C1.2 Contract Data.

This Offer may be accepted by the Purchaser by issuing a Confirmation of Order plus a copy of the Schedule of Deviations, duly completed for signature by the Supplier attached thereto, whereupon the Tenderer becomes the Party named as the Supplier in the Conditions of Contract identified in the Contract Data. **Without the Schedule of Deviations being signed by the Supplier and returned to the Purchaser, the order will become null and void.**

Signature(s)

Name(s)

Capacity

For the tenderer**:**

(Insert name and address of organisation) (Witness)

B: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Purchaser identified below accepts the Tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier 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 Purchaser and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

Part 1 Agreement, and Contract Data, (which include this Agreement)
Part 2 Pricing Data, including the Bill of Quantities
Part 3 Scope of Work
Part 4 Site Information
Part 5 Annexures

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

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

The Tenderer shall, immediately after receiving a Confirmation of Order, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the Commencement Date which shall be 7 days from the date on which the Confirmation of Order has been issued by the Purchaser. Unless the Tenderer (now the Supplier) within five days of the date of receipt of the said Confirmation of Order notifies the Purchaser in writing of any reason why he cannot accept being awarded the Contract, this Agreement shall constitute a binding contract between the parties immaterial whether it has not been signed by the Purchaser on the Commencement date and that the Supplier shall receive the signed document at a later date.

Signature: *(of person authorized to sign the acceptance)* :

....

Name: *(of signatory in capitals)* :

....

Capacity: *(of Signatory)* :

....

Name of Purchaser: *(* Magalies Water

Address 38 Heystek Street, Rustenburg

Telephone number : 014 597 4636 **Fax number** : ....

As Witness Signature : ………………………………… **Name** : *(in capitals)* : ……… **Date** :
…………………………………………………..

C: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by Magalies Water prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matters 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.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:** ....

   Details: ....

   ....

2. **Subject:** ....

   Details: ....

   ....

3. **Subject:** ....

   Details: ....

   ....

4. **Subject:** ....

   Details: ....

   ....

5. **Subject:** ....

   Details: ....

By the duly authorized representatives signing this Schedule of Deviations, Magalies Water 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 Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and Magalies Water 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 the Confirmation of Order and duly completed Schedule of Deviations for signature by the Supplier, shall have any meaning or effect in the Contract between the Parties arising from this Agreement. **Without the Schedule of Deviations being signed by the Supplier and returned to the Purchaser, the order will become null and void.**

FOR THE TENDERER:

Signature: ....

Name: ....

Capacity: ....

Tenderer: *(Name and address of organization)* ....

....

Witness :

Signature: ....

Name: ....

Date: ....

FOR MAGALIES WATER

Signature: ....

Name: ....

Capacity: ....

Witness:

Signature: ....

Name: ....

Date: ………………………………………………………………………………..

D: CONFIRMATION OF RECEIPT

The Tenderer, (now Supplier), identified in the Offer part of this Agreement hereby confirms receipt from the Purchaser, identified in the Acceptance part of this Agreement, of a Confirmation of Order and duly completed for signature copy of the Schedule of Deviations on this

the …………………………… (Day) of …………………………………… (Month) 20….. (Year) at ……………………………… (Place)

For the Supplier:

……………………………………………………………
Signature

…………………………………………………………..
Name

………………………………………………………….
Capacity

Signature and name of witness:

……………………………………………………………
Signature

……………………………………………………………..
Name

C.1.2 Contract Data (including Special Conditions of Contract)

The Conditions of Contract are the Magalies Water Standard Supply and Delivery of Goods Contract (document number: SCM006 Version 01), a copy of which may be obtained from the Magalies Water Supply Chain Management office or can be downloaded from the following web site :

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Special Conditions of Contract

Part 1: Data provided by the Purchaser

Clause	***Data***
1	The Purchaser is Magalies Water The authorised and designated representative of the Purchaser is: Name: Nevilen Singh Address: 38 Heystek Street, Rustenburg, 0300
5.4	Goods are to be delivered on weekdays between 09:00 and 14:00
5.5	Delivery is to take place in accordance with the approved programme.
7c	The goods will remain free from defects for a period of 12 months.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.4	Final settlement is by arbitration.
12.2.2	In the event that the parties fail to agree on a mediator, the mediator is nominated by the Association of Arbitrators (Southern Africa)
12.4.2	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by Association of Arbitrators (Southern Africa)

Part 2: Data provided by the Supplier

The Supplier is advised to read the **Magalies Water *Standard Supply and Delivery of Goods Contract*** in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Clause	***Data***
	The Supplier is. Name: . . . . Address: . . . . Telephone: . . . . Facsimile: . . . .
1	The authorised and designated representative of the Supplier is: Name: . . . . The address for receipt of communications is: Address: . . . . Telephone: . . . . Facsimile: . . . .

Pricing schedule

Item	Description	Unit	Year 1	Year 2	Year 3	Year 4	Year 5
1.	Fire extinguisher - Dry Carbon (9kg)- service	1					
2.	Fire extinguisher - Dry Carbon (2.5 kg)- service	1					
3.	Fire extinguisher - Dry Carbon (1 kg)- service	1					
4.	Fire extinguisher-CO2 (5kg)- service	1					
5.	Fire extinguisher-CO2 (2kg)- service	1					
6.	Fire extinguisher-CO2 (10 kg)- service	1					
7.	Fire Hydrant- service	1					
8.	Fire hose- service-	1					
9.	Fire hose reel- service	1					
10	Fire suppression- service	1					
11	SCBA set service- service	1					
12	Fire sensers and smoke detectors- service	1					
13	Fire sprinklers- service	1					
14	Fire extinguisher - Dry Carbon (9kg)- refill	1					
15	Fire extinguisher - Dry Carbon (2.5 kg)- refill	1					
16	Fire extinguisher - Dry Carbon (1 kg)- refill	1					
17	Fire extinguisher-CO2 (5kg)- refill	1					
18	Fire extinguisher-CO2 (2kg)- refill	1					
19	Fire extinguisher-CO2 (10 kg)- refill	1					
20	Fire suppression cylinder-refill- 45L	1					
21	SCBA set service- refill	1					

22	Fire extinguisher - Dry Carbon (9kg)- Pressure test	1					
23	Fire extinguisher - Dry Carbon (2.5 kg)- Pressure test	1					
24	Fire extinguisher - Dry Carbon (1 kg)- Pressure test	1					
25	Fire extinguisher-CO2 (5kg)- Pressure test	1					
26	Fire extinguisher-CO2 (2kg)- Pressure test	1					
27	Fire extinguisher-CO2 (10 kg)- Pressure test	1					
28	Fire suppression cylinder- Pressure test	1					
29	SCBA set service- refill	1					
30	Fire extinguisher - Dry Carbon (9kg)- Supply and install new equipment	1					
31	Fire extinguisher - Dry Carbon (2.5 kg)- Supply and install new equipment	1					
32	Fire extinguisher - Dry Carbon (1 kg)- Supply and install new equipment	1					
33	Fire extinguisher-CO2 (5kg)- Supply and install new equipment	1					
34	Fire extinguisher-CO2 (2kg)- Supply and install	1					
35	Fire Hydrant- Supply and install new equipment	1					
36	Fire hose- service- Supply and install new equipment	1					
37	Fire hose reel- Supply and install new equipment	1					

38	Fire suppression system- Supply and install new equipment – 45L	1					
39	SCBA set service- Supply and install new equipment	1					
40	Fire sensers and smoke detectors- Supply and install new equipment	1					
41	Fire sprinklers- Supply and install new equipment	1					
42	Fire extinguisher-CO2 (10 kg)- Supply and install new equipment	1					
43	Supply and install fire extinguisher cabinets	1					
44	Supply and install fire hose cabinets	1					
45	Supply and install BA sets cabinets	1					
46							
47							
Total							

1. Scope of work

Magalies Water requires a company that will supply, deliver, install, service and maintain fire equipment and self-contained breathing apparatus (SCBA) sets for Magalies Water treatment plants, offices and company vehicles for 5 years.

The scope includes the following:

- Servicing and refilling, testing of various types of fire extinguishers (dry powder and CO2) of different sizes (from 1kg to 9kg).
- Servicing and maintenance of fire hoses, hose reels, fire hydrants and other related equipment.
- Servicing and refilling of Self-Contained Breathing Apparatus (SCBA)
- Servicing and refilling the fire suppression systems.
- Servicing and testing of fire sensors and smoke detectors.
- Pressure testing of fire equipment and (SCBA) sets.
- Replacement of defective fire equipment and relevant units.
- Supply, delivery and installation of new fire extinguishers, fire hose reels, fire hydrants, fire sensers and BA sets, as and when required.
- Supply and installation of cabinets
- Provide service reports after each inspection or maintenance activity.
- Issue certificates of compliance where applicable.
- Maintain an updated asset register of all fire protection equipment.
- Provide stickers after each service.

Note: All work must be conducted in compliance with the following:

- Occupational Health and Safety Act, 85 of 1993
- Applicable SANS standards (e.g. SANS 1475, SANS 543, SANS 10104, SANS 10400-T)
- Manufacturer specifications
- Local authority and fire department requirements.
- National Environmental Management Act (NEMA)

Magalies Water Areas

Region	Site	Province
East	Wallmansthal Plant and residential houses	Gauteng
	Wallmansthal reservoir	Gauteng
	Bavian reservoir	Gauteng
	Klipdrift Plant and residential houses	Gauteng
	Sondela pumps station	Gauteng
	Swart dam plant	Gauteng
	Cullinan Plant and residential houses	Gauteng
West	Vaalkop	North West
	Pilanesberg	North West
	Brits Lab	North West

Head Office	Head Office- Rustenburg	North West
South West	Bloemhof Water Plant	North West
	Bloemhof Wastewater Plant, Golf Course Pumpstation, and N12 Pumpstation	North West
	Christana Water Plant and Pumpstations	North West
	Christiana Wastewater Plant	
	Leeudoringstad Office and Pumpstations	North West
	Hartswater Workshop and Pumphouses	Northern Cape
	Kgomotso Water Plant and Pumphouse	Northern Cape
	Taung Admin Office	North West
	Taung Water Plant	North West
	Pudimoe Water Plant	North West
	Ganyesa District	North West
	Morokweng Office	North West
	Schweizer-Reneke Water Plant	North West
Far West	Montshiwa Technical	North West
	Lehurutshe office	North West
	Mmabatho plant and residential houses	North West
	Motswedi plant and residential houses	North West
	Dinokana and residential houses	North West
	Intermediate reservoir	North West
	Tswasa plant and residential houses	North West
	Mafikeng plant and residential house	North West
	Itsoseng plant	North West
	Regional Office	North West
	Lokaleng pump station	North West

2.REQUIRMENTS FROM THE CONTRACTOR

2.1 Environmental compliance

The company is responsible for the management and disposal of all waste that will be generated from on site activities.

The company shall comply with the National Environmental Management Act, (NEMA) and National Environmental Management Waste Act (NEMWA); and other applicable legislation (National, provincial and by-laws).

2.2 Health & Safety compliance

The company is responsible for the health and safety of its employees and shall provide all necessary personal protective equipment and clothing which will be required.

The contractor shall comply with the Occupational Health and Safety Act, and its regulations; and other applicable legislation (National, provincial and by-laws).

The company shall sign a SHE Agreement which will be used to monitor compliance with SHE requirements prior commencement of work.

2.3 Records

The company must ensure that all records are easily available as and when required by Magalies Water.

2.4 Lead Time
The services will be conducted on an agreed schedule.

2.5 Time of Delivery
All work shall be conducted within Magalies Water's official working hours, between 7h30am and 15h30pm.

2.6 Penalty
Failure to deliver the service as per the schedule will be for the account of the company.

3.Price adjustments

1. The Price is to remain firm and fixed for the first 12 months of the contract thereafter subject to escalation for years 2 – 3.
2. The price will be adjusted only once a year on the anniversary of the contract (suppliers are to take forward cover at 12-month intervals)
3. Magalies Water reserves the right to find a more cost-effective waste management services should they deem the price escalations unreasonable and not within the budget.

4. Format of communications

Magalies Water will conduct second party audit on an annual basis to evaluate the company's compliance with relevant legislation and the company's performance on waste management services.

5.Forms of contract administration
Not applicable

6.Electronic Payments

The services provider shall complete SUPPLIERS' DATABASE REGISTRATION FORM after the award of the contract.

7.**Bonds and guarantees**
Not applicable

8.Payment Certificates
Not applicable

9.Insurance provided by the employer/supplier

Public Liability Cover to the value of R5m per incidence is required for this contract.