



RFB/MW/WS-06/2025-26/01:

**RETENDER: MEDICAL SURVEILLANCE FOR MAGALIES WATER, WATER
TREATMENT PLANTS FOR 3 YEARS (THE SERVICE WILL BE PROVIDED
IN AREA WEST & FAR WEST)**

Issued by:

Magalies Water
38 Heystek Street
Rustenburg

Tender Queries:	Technical Queries:
Contact Name: Mr. R 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 10:00AM

CLOSING DATE: 30 JUNE 2026 AT 12:00PM

BID BOX LOCATION: 38 HEYSTEK STREET, RUSTENBURG, 0299

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DESCRIPTION

VOLUME 1 - THE TENDER

VOLUME 2 - THE CONTRACT

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-06/2025-26/01:	CLOSING DATE:	30 JUNE 2026	CLOSING TIME:	12:00
DESCRIPTION	MEDICAL SURVEILLANCE FOR MAGALIES WATER, WATER TREATMENT PLANTS FOR 3 YEARS (THE SERVICE WILL BE PROVIDED IN AREA WEST & FAR WEST)				
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	Mr. Rabelani Mulaudzi		CONTACT PERSON	Nosiphiwe Dudula	
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
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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]	
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
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	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 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 **12:00PM 30 JUNE 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 1B: MANDATORY REQUIREMENTS:

- Attendance of the Virtual Compulsory briefing session
- Bidder must submit electronic copy - USB
- Completion and signing POPIA Consent form.
- Valid COIDA letter of Good Standing
- Occupational Medical Practitioner qualification and a registration with the Health Professions Council of South Africa (HPCSA).
- Certificate of competency for an individual in Industrial Audiometry and Hearing Assessment for the company.
- E-Natis Certificate (Mobile clinic) registered under the company name.
- Price Proposal/Schedule

PHASE 2 – FUNCTIONALITY

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

The scores of each of the evaluators will then be weighted and then totaled to obtain the final score for 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
COMPANY EXPERIENCE Projects: with a value of R300 000.00 and Above	Attach number of projects completed including their values- (Attach verifiable appointment and reference letters in client's letterhead from previous contracts - Only Medical Surveillance Projects) projects should be within 10 years NB: Information will be verified. 5- 6 projects = 30 3- 4 projects = 20 1 - 2 Project = 10 0 projects = No points	30
PROJECT MANAGER EXPERIENCE	Attach a comprehensive 3-page CV with relevant experience in managing medical surveillance projects with contactable references.) NB: Information will be verified. 5 years' experience and above (Value= 15) 3-4 years' experience (Value = 10) 1-2 years' experience (Value = 5) No proof of relevant experience (Value = 0)	15
SUPPORT STAFF EXPERIENCE (a minimum of 5 CVs for nurses is required to be scored for this criteria) Less than 5 CV's will not be considered for scoring.	Attach a comprehensive 3-page CV with relevant experience and contactable references.) NB: Information will be verified. 5 & more CVs with 3 years and above experience (Value = 15) 3- 4 CVs with 3 years' experience (Value = 10) 1-2 CVs submitted with 3 years' experience (Value = 5) No proof of relevant experience submitted (Value = 0)	15

SUPPORT STAFF QUALIFICATION AND PROFESSIONAL REGISTRATION (A minimum of 5 support staff will be required to be scored for this criteria)	Attach relevant Qualifications in Nursing and professional registration with the Health Professionals Council of South Africa (HPCSA) or South African Nursing Council. NB: Information will be verified.	20
	5 or more support staff with NQF Level 6 or above with professional registration (Value = 20). Less than 5 Support staff with NQF Level 6 with professional registration (Value = 0)	
Locality of Business/ Clinic of Company rendering medical services. Provide municipal bill/ valid Lease agreement.	Less than 150km radius within Vryburg or Brits = 20	20
	Greater than 151km-200km away from Vryburg or Brits = 5	
	Greater than 201km from Vryburg or Brits = 0	

Bidders must score full points to be considered for the site visit/inspection to verify claims.

NB: Bidders must score a maximum score of 70 points on functionality including site visit to qualify for further evaluation on price and preference points.

Phase 3 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	

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

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
1.	Physical examination, including Height, Weight, Blood Pressure, Heamo-glucos, urine screening.	1			
2.	Lung function (Spirometry)	1			
3.	Audiometric tests/Screening audiogram	1			
4.	Vision Screening (Snellen vision)	1			
5.	Keystone vision test for drivers/operators	1			
6.	Chest X-Ray for employees exposed to asbestos material	1			
7.	Hepatitis A & B Vaccinations for employees exposed to biological hazards	1			
8.	Working at height medical assessment	1			
9.	Whole body vibration physical examination for employees exposed to vibration	1			
10	Physical Agent assessment: Heat & cold stress.	1			
11	Second opinion consultation	1			
12	On site monitoring of employees	1			
13	Annual summary medical report	1			

14	Transport costs	1			
Total					

1. Scope of work

Magalies Water requires a company that will provide medical surveillance and biological monitoring in compliance with the Occupational Health and Safety Act (OHSA) and other relevant legislation. The company shall conduct the following assessments:

1. Occupational History

- Detailed documentation of the employee's occupational history, including current and past job roles, duration of employment, exposure to hazardous substances, ergonomic factors, and any previous work-related illnesses or injuries.

2. Physical Examination

- Complete physical assessment including:
 - **Height and Weight:** Measured to calculate Body Mass Index (BMI).
 - **Blood Pressure:** Taken using calibrated equipment under standard protocols.
 - **Blood Glucose Measurement (Haemo-glucose):** Via finger-prick or venous sample to screen for diabetes.
 - **Urine Screening:** Test for abnormalities, including proteins, glucose, and signs of infection or exposure to toxins.

3. Lung Function Test (Spirometry)

- Conducted following standard guidelines to assess respiratory capacity and detect obstructive or restrictive lung conditions.

4. Audiometric Tests / Screening Audiogram

- Hearing evaluation using calibrated audiometers to detect hearing loss, particularly relevant for noise-exposed workers.

5. Vision Screening

- Basic vision test using Snellen charts to assess visual acuity.
- Keystone vision test for employees in roles that require driving or operating machinery to ensure safe visual performance.

6. Chest X-Ray

- Mandatory for employees exposed to asbestos or other respiratory hazards, to detect lung abnormalities such as asbestosis or other occupational lung diseases.

7. Vaccinations

- Hepatitis A and B vaccinations offered and administered to employees exposed or at risk of exposure to biological hazards, in line with occupational health guidelines.

8. Working at Height Medical Assessment

- Specific evaluation to determine fitness for tasks involving work at height, assessing balance, cardiovascular health, musculoskeletal function, and any conditions that may impair safe working.

9. Whole Body Vibration Physical Examination

- For employees exposed to vibration: assessment focusing on musculoskeletal health, circulatory system, and neurological function to detect effects of vibration exposure.

10. Assessment of Physical Agents Exposure

- Evaluation related to exposure risk from:
 - **Cold Stress:** Screening for conditions worsened by cold environment; checking circulation and thermoregulation.
 - **Heat Stress:** Assessment of factors affecting heat tolerance and hydration status.
 - **Vibration:** Both hand-arm and whole-body vibration related examinations.
 - **Non-Ionising Radiation:** Monitoring for signs of exposure (e.g., skin, eye effects).

- **Illumination (Lighting):** Assessment for vision problems related to inadequate or excessive lighting.
- Maintain confidential medical records in line with POPIA.

Provide occupational health reports to the Magalies Water (aggregated and anonymised where applicable).

Compile and submit an annual full summary medical report with preventative and corrective measures for periodic assessment.

Calibrate necessary medical equipment where examinations are conducted on-site and provide calibration certificates.

Conduct on site monitoring for employees with chronic conditions and for referrals on a quarterly basis.

Monitor and review medical progress reports for employees referred for medical treatment.

Render second opinion for incapable employees following the employee's consultation with private doctors, as and when required. All medical fitness certificates must be signed by a registered Occupational Medical Doctor. Audiometric test should be conducted by a person registered in terms of the Health Professions Act No, 56 of 1974, with the Health Professions Council of South Africa in any of the following categories:

a) ENT (ear, nose and throat specialist); b) speech therapist; or an audiologist or a person registered in terms of the Health Professions Act 1974 (Act No. 56 of 1974), with Health Professions Council of South Africa in any of the following categories: ENT (ear, nose and throat specialist); or audiologist.

Magalies Water Areas

Region	Site	Province
East	Wallmansthal	Gauteng
	Klipdrift	Gauteng
	Cullinan	Gauteng
West	Vaalkop	North West
	Brits Lab	North West
South West	Bloemhof	North West
	Taung	North West
	Ganyesa	North West
Far West	Montshiwa	North West
	Lehurutshe	North West
	Mmabatho plant	North West
Rustenburg	Head Office	North West

NB: Head Office employees will be assessed once every 2 years.

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 on site during medical screening. Proof of safe and correct waste disposal to be provided

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 a record-keeping system for medical reports is in place for 40 years, and that medical reports are easily available upon request by Magalies Water.

2.4 Lead Time

Medical screening will be conducted on an agreed schedule.

2.5 Time of Delivery

All medical screening 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 medical surveillance services should they deem the price escalations unreasonable and not within the budget.

4.Forms of contract administration

Not applicable

5.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.