



TENDER NO: RFB/MW/ES/03/2025-26/01

REQUEST FOR PROPOSAL

**THE APPOINTMENT OF CONTRACTOR FOR EXTENSION OF THE EXISTING
CHLORINE BUILDING AT VAALKOP PLANT 3- CIDB GRADING 3CE.**

APRIL 2026

ISSUED BY:

MAGALIES WATER
38 HEYSTEK STREET
RUSTENBURG
0300

PREPARED BY:

SUPPLY CHAIN MANAGEMENT UNIT
MAGALIES WATER
38 HEYSTEK STREET
RUSTENBURG
0300

Tender Queries:

Contact Name: Mr R Mulaudzi

Telephone: 014 597 4636

Technical Queries:

Contact Name: Mr T Makwela

Telephone: 014 597 4636

Name of Tenderer.....

Contact Person.....

Contact details.....

VIRTUAL COMPULSARY BRIEFING SESSION: 23 April 2026 at 10:00

CLOSING DATE 07 May 2026 at 12:00PM

TENDER SUBMISSION BOX: 38 Heystek Street, Rustenburg, 0300



Tender No: **RFB/MW/ES/03/2025-26/01**

EXISTING CHLORINE BUILDING AT PLANT 3

**EXISTING CHLORINE BUILDING AT PLANT 3
TENDER SUMMARY PAGE**

Name of Tendering Entity	
Name of Tendering Entity Representative	
Physical Address of Tendering Entity	
Postal Address of Tendering Entity	
Contact Details of Tendering Entity	Tel.
	Fax.
	Cell.
	E-mail:
Tender Amount carried from Form of Offer (incl. VAT)	R_____ (incl. VAT)
CIDB Grading & CRN No.	
Time for Completion Offered:	

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

MAGALIES WATER

CONTRACT RFB/MW/ES/03/2025-26/01

EXISTING CHLORINE BUILDING AT PLANT 3 CONTENTS LIST OF VOLUME 1

DESCRIPTION	COLOUR
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CONTENTS LIST OF VOLUME 1

PORTION 1 TENDER

Part T1 Tendering procedures

Section T1.1	Tender notice and invitation to tender	White
Section T1.2	Tender data	Pink
Section T1.3	Standard conditions of tender	Pink

Part T2 Returnable documents

Yellow

Section T2.1	List of returnable documents
Section T2.2	Returnable schedules

PORTION 2 CONTRACT

Part C1 Agreements and contract data

Yellow

Section C1.1	Forms of offer and acceptance
Section C1.2	Contract data
Section C1.3	Pro-forma Performance Guarantee
Section C1.4	Additional Conditions of Contract

Part C2 Pricing data

Yellow

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

March 2026



Section C2.1 Pricing Instructions
Section C2.2 Bill of Quantities

Part C3 Scope of work Blue

Section C3.1 Description of the Works
Section C3.2 Procurement
Section C3.3 Construction
Section C3.4 Management

Part C4 Site Information Green

Part C5 Drawing White

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

March 2026



MAGALIES WATER

CONTRACT RFB/MW/ES/03/2025-26/01

EXISTING CHLORINE BUILDING AT PLANT 3

PORTION 1: TENDER

**Part T1
Tendering Procedures**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2
March 2026



MAGALIES WATER

CONTRACT RFB/MW/ES/03/2025-26/01

EXISTING CHLORINE BUILDING AT PLANT 3

TENDERING PROCEDURES

INDEX

Section	Description	Page No
SECTION T1.1	TENDER NOTICE AND INVITATION TO TENDER	
English Version	T1.2	
SECTION T1.2	TENDER DATA	T1.3
Annexure A: Employer's Preferential Procurement Policy		T1.12
SECTION T1.3	STANDARD CONDITIONS OF TENDER	T1.20
(Index contained in Part T1.3)		

END OF SECTION

Contractor

Witness 1

Witness 2

T1.1

Employer

Witness 1

Witness 2

March 2026



MAGALIES WATER

CONTRACT RFB/MW/ES/03/2025-26/01

EXISTING CHLORINE BUILDING AT PLANT 3

PORTION 1: TENDER

**Section T1.1
Tender Notice and Invitation to Tender**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2
March 2026

MAGALIES WATER

CONTRACT RFB/MW/ES/03/2025-26/01

EXISTING CHLORINE BUILDING AT PLANT 3 TENDER NOTICE AND INVITATION TO TENDER

Magalies Water is a schedule 3B Public Business Enterprises (PFMA, Act 1 of 1999), which has been established in terms of the Water Services Act (Act 108 of 1997). and is, in terms of the Public Finance Management Act (PFMA), Act 1 of 1999, Schedule 3B, a National Government business entity, which reports to the Executive Authority, represented by the Minister of Water and Sanitation through the Department of Water and Sanitation (DWS).

Employer's Objective

Magalies Water invites suitable qualified and experienced Contractors to submit tenders for EXISTING CHLORINE BUILDING AT PLANT 3

It is estimated that tenderers should have a CIDB contractor grading designation of **3CE** or Higher. Enterprises who satisfy criteria stated in the Tender Data may submit tender offers.

The physical address for collection and delivery of tender documents is 38 Heystek Street, Rustenburg, 0299, Magalies Water Head Quarters Tender Box.

The tenders must be Completed in Black ink and submitted in a sealed envelope and clearly marked BID: **RFB/MW/ES/03/2025-26/01-APPOINTMENT OF CONTRACTOR FOR EXISTING CHLORINE BUILDING AT PLANT 3**

Tender documents shall be available from the Magalies during working hours from **08:00 to 16:00**.

The tender documents will be made available upon submission of proof of payment to tenders@magalieswater.co.za and copy rabelanim@magalieswater.co.za.

A non-refundable tender deposit of R500.00 payable in cash or by bank guaranteed cheque made out in favour of the Employer is required on collection of the tender documents.

Tenders will be evaluated using the 80/20 preference points system.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.1.1

March 2026



Queries relating to the issue of these documents may be addressed in writing to Mr. T. Makwela (technical matters) Tel: 014-597 4636 & Email tenders@magalieswater.co.za and copy rabelanim@magalieswater.co.za. A compulsory virtual clarification meeting with representatives of the Employer will take place on 10 March 2026. Tenders received from Tenderers who did not attend the Briefing Session will not be considered.

Any verbal replies given at the briefing session or elsewhere shall not be regarded as binding unless confirmed in writing by means of an addendum.

Any such addenda will be sent to all Tenderers.

The closing time for receipt of tenders is **12:00 PM on 07 May 2026**. Proposals which are incomplete, filled incorrectly, or telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Should you do not receive any feedback from Magalies Water after 120 days of submission, consider your tender unsuccessful.

Tenders may only be submitted on the tender documentation that is issued. A two-envelope system will not be followed.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

The invitation for proposal does not amount to an invitation for offers and Magalies Water reserves the right to accept or reject any proposal or part thereof. Magalies Water reserves the right to withdraw or cancel the tender without notice or not appoint any of the tenderers.

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

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

March 2026

T1.1.2



MAGALIES WATER

CONTRACT RFB/MW/ES/03/2025-26/01

EXISTING CHLORINE BUILDING AT PLANT 3

PORTION 1: TENDER

**Section T1.2
Tender Data**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2
March 2026

MAGALIES WATER

CONTRACT RFB/MW/ES/03/2025-26/01

EXISTING CHLORINE BUILDING AT PLANT 3

TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board's Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009), bound into section T1.3.

The Standard Conditions of Tender makes several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

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

Contractor

Witness 1

Witness 2

T1.2.1

Employer

Witness 1

Witness 2

March 2026



Clause number	Tender Data
F.1.1	The employer is Magalies Water
F.1.2	The Tender Documents issued by the Employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2 : Returnable documents T2.1 - List of returnable documents (Mandatory) T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Bill of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

T1.2.2

March 2026



Clause number	Tender Data
F.2	Tenderer's obligations
F.2.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations, for an 3CE class of construction work; and</p> <p>b) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of (a) above and who satisfy the following criteria:</p> <ol style="list-style-type: none"> 1) the Employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and 2) the Employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract. <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1) every member of the joint venture is registered with the CIDB. 2) the lead partner has a contractor grading designation in the 3CE class of construction work; and 3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 3CE class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause number	Tender Data
F.2.1.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>Accept that all returnable documents and schedules which are required to be certified are done so by a registered Commissioner of Oaths of the Republic of South Africa.</p> <ul style="list-style-type: none"> • The Employer will only enter into a formal contract with a tenderer who is registered on the National Treasury Central Supplier Data Base. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture. • The tender has not failed to perform on any previous contracts and has been given a written notice to this effect. • The Tenderer or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. • Only authorised signatories may sign the original and all copies of the tender offer where required in terms of Clause F.2.13.4 of these conditions of tender. • Only tenderers that score above the minimum threshold of 70 points of the maximum points for Functionality, identified under the Functionality Evaluation Schedule, will be considered. • Only tenderers that can demonstrate their compliance with Operational Health and Safety requirements of the Construction Regulations will be considered. • Only tenderers that are in good standing with the compensation commissioner, (or alternative authority) will be considered. • The tenderer should be able to complete the Compulsory Enterprise Questionnaire and confirm that there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract. • The Bidder should be able to provide a Financial References. • Original (or certified copy) municipal rates clearance certificate or a certified copy of the lease agreement.
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be evaluated from only those tendering entities appearing on the attendance list.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause number	Tender Data
F.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus NIL copies.
F2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of the tender data.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In case of a COMPANY submitting a tender, include a certified copy of the Certificate of Incorporation of such company shall, together with a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSED CORPORATION submitting a tender, include a certified copy of the Founding Statement of such corporation, together with a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE submitting a tender, include <u>a resolution</u> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture."</p>
F.2.13.5 F.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Magalies Water Offices Physical address: 38 Heystek Street, Rustenburg Identification details: Tender reference number, Title of Tender and the closing date and time of the tender</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause number	Tender Data
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender .
F.2.16	The tender offer validity period is 120 days .
F.2.19	Access shall be provided for the following inspections, tests and analysis: <ul style="list-style-type: none"> • None
F.3	The Employer's undertakings
F.3.1.1	The Employer will respond to requests for clarification received up to 5 working days before the tender closing time.
F.3.2	The employer shall issue addenda until 7 working days before tender closing time.
F.3.4	Tenders will be opened immediately after the closing time for tenders.
F.3.9.2	Where the Bidder elects to confirm the tender offer as tendered, correct the errors as follows: <ol style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the corrected total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above
F3.11	The tender evaluation method to evaluate all responsive tender offers that score a minimum of 70 points in the evaluation of functionality will be Method 2: Functionality, Price and Specific Goals Tenders will be evaluated in four stages: Stage 1: Administrative Requirements and Mandatory Requirements Stage 2: Functionality Stage 3: Price & Specific Goals Stage 4: Risk analysis

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause number	Tender Data
F3.11.1	<p>Stage 1 – Administrative Requirements and Mandatory Requirements</p> <p>Stage 1A – Administrative Requirements</p> <ul style="list-style-type: none"> a) Certificate of Authority for Signatory. b) Joint Venture Agreement and Power of Attorney, if applicable. c) Bill of Quantities must be completely filled with permanent ink (preferably black). d) The document must be completely filled in Permanent Ink (preferably black) & Corrections are countersigned (All returnable documents see T2.1 from a to m as well as returnable Schedules, see T2.2 from T2.2.1 to T.2.2.26) e) The bidder completed and signed all prescribed standard bid forms f) Proof of Central Supplier Database (CSD) Registration Report or MAAA number. <p>Stage 1B – Mandatory Requirements</p> <p>During this stage, the Tenderer will be evaluated on responsiveness under mandatory requirements.</p> <p><u>If any of the following requirements are not adhered to it will lead to disqualification.</u></p> <ul style="list-style-type: none"> 1) Attendance Register at Clarification Meeting. 2) Bidder must submit electronic copy (PDF Format) on USB 3) Valid CIDB Grading of 3CE class of construction work or Higher 4) Attach signed Record of Addenda to Tender Document and complete T2.26 form B4 with addenda received information. 5) Valid Workman’s Compensation Commissioner - Letter of Good Standing (COIDA) 6) A rate/amount is to be entered against all items in the schedule of fees / Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage. 7) Filled and signed POPIA act consent form

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F3.11.2	<p>Stage 2 – Functionality</p> <p>The functionality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Functionality criteria</th> <th style="text-align: center;">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td>Schedule 1: Experience of the tenderer for construction of concrete building projects in the past 10 years.</td> <td style="text-align: center;">40</td> </tr> <tr> <td>Schedule 2: Experience of Key Personnel and Project Team</td> <td style="text-align: center;">45</td> </tr> <tr> <td>Schedule 3: Methodology and Programme of Works</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Schedule 4: Specific Plant and Equipment</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Schedule 5: Quality Management System</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Maximum possible score for functionality (Ms)</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>During this stage, the Tenderer will be evaluated according to the Functionality Criteria stipulated below:</p>	Functionality criteria	Maximum number of points	Schedule 1: Experience of the tenderer for construction of concrete building projects in the past 10 years.	40	Schedule 2: Experience of Key Personnel and Project Team	45	Schedule 3: Methodology and Programme of Works	5	Schedule 4: Specific Plant and Equipment	5	Schedule 5: Quality Management System	5	Maximum possible score for functionality (Ms)	100
Functionality criteria	Maximum number of points														
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Schedule 2: Experience of Key Personnel and Project Team	45														
Schedule 3: Methodology and Programme of Works	5														
Schedule 4: Specific Plant and Equipment	5														
Schedule 5: Quality Management System	5														
Maximum possible score for functionality (Ms)	100														

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Stage 2 – Functionality

The functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Maximum number of points
Schedule 1: Experience of the tenderer for construction of concrete building projects in the past 10 years.	40
Schedule 2: Experience of Key Personnel and Project Team	45
Schedule 3: Methodology and Programme of Works	5
Schedule 4: Specific Plant and Equipment	5
Schedule 5: Quality Management System	5
Maximum possible score for functionality (Ms)	100

Functionality shall be scored by not less than three (3) evaluators in accordance with the specified criteria. The scores of each evaluator will be averaged, weighted and then totalled to obtain the final score for quality.

Only bidders that are successful during the pre-evaluation stage will be evaluated for functionality. Bidders with a minimum score of 70/100 will proceed to the financial scoring.

The system for earning functionality points (including Categories, Criteria and the points to be awarded for specific achievements) is described below.

No.	Technical / Functional Requirements	Weight
1.	Company Experience:	40 Points
	Attach both appointment letters and completion letters from Clients for the construction of concrete building projects with associated infrastructures. All projects to be considered shall be projects completed within the last 10 years. Projects must be of a value of at least R 500 000.00 (including VAT). NB: In case a sub-contracting, attach also letter of appointment for the main Contractor from the client and a Completion Certificate, duly signed by contracting party, Contractor and the appointed Consulting Engineer on the project.	
	No appointment and completion letters attached	0 points
	One (1) to Two (2) appointment and completion letter attached	15 points
	Three (3) to Four (4) appointment and completion letters attached	30 points
	Five (5) or more appointment and completion letters attached	40 points
2.	Qualifications and experience of Key Personnel	45

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Points						
<p>2.1. Professional qualification of Contracts Manager.</p> <p>A Contracts Manager with a Bachelor of Science/Engineering Degree in Civil Engineering or B-Tech in Civil Engineering (minimum NQF Level 7).</p> <p>An Active Professional registration with Engineering Council of South Africa (ECSA) as Pr. Eng. Or Pr. Tech Eng. Or an active registration as a Professional Construction Manager/Professional Construction Project Manager under South African Council for the Project and Construction Management Professions (SACPCMP).</p> <p><i>Please attach Certified copies of Certificates and Qualification.</i></p> <p>NB: Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 7</p> <table border="1"> <tr> <td>No Proof of Qualifications and Professional Registration attached</td> <td>0 points</td> </tr> <tr> <td>Both Proof of Qualifications and Professional Registration for contracts manger to be attached</td> <td>10 points</td> </tr> </table>	No Proof of Qualifications and Professional Registration attached	0 points	Both Proof of Qualifications and Professional Registration for contracts manger to be attached	10 points	10 points		
No Proof of Qualifications and Professional Registration attached	0 points						
Both Proof of Qualifications and Professional Registration for contracts manger to be attached	10 points						
<p>2.1.1. Contracts Manager's experience.</p> <p>The Contract Manager has experience in projects related to the construction of the concrete buildings with associated infrastructures.</p> <p>Attach Comprehensive CV listing the projects with contactable references</p> <table border="1"> <tr> <td>Zero (0) projects</td> <td>0 points</td> </tr> <tr> <td>One (1) to Three (3) projects</td> <td>5 points</td> </tr> <tr> <td>Four (4) or more projects</td> <td>10 points</td> </tr> </table>	Zero (0) projects	0 points	One (1) to Three (3) projects	5 points	Four (4) or more projects	10 points	10 Points
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One (1) to Three (3) projects	5 points						
Four (4) or more projects	10 points						
<p>2.2. Professional qualification of Site Agent.</p> <p>Site Agent with a minimum National diploma in Civil Engineering (Minimum NQF Level 6)</p> <p>Minimum registration with Engineering Council of South Africa (ECSA) as a candidate Pr. Techni Eng. Or any relevant professional bodies.</p> <p>Please attach Certified Copies of Certificates and Qualification.</p> <p>N.B: Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 6 minimum</p> <table border="1"> <tr> <td>No Proof of Qualifications and Minimum Candidate Registration for Site Agent attached</td> <td>0 points</td> </tr> <tr> <td>Both Proof of Qualifications and Minimum Candidate Registration for Site Agent attached</td> <td>5 points</td> </tr> </table>	No Proof of Qualifications and Minimum Candidate Registration for Site Agent attached	0 points	Both Proof of Qualifications and Minimum Candidate Registration for Site Agent attached	5 points	5 Points		
No Proof of Qualifications and Minimum Candidate Registration for Site Agent attached	0 points						
Both Proof of Qualifications and Minimum Candidate Registration for Site Agent attached	5 points						
<p>2.2.1. Site Agent's Experience</p>	10 Points						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>The Site Agents has experience in projects related to the construction of concrete buildings with associated infrastructures.</p> <p>Attach Comprehensive CV listing the projects with contactable references</p> <table border="1"> <tr> <td data-bbox="399 459 1145 504">Zero (0) projects</td> <td data-bbox="1145 459 1284 504">0 points</td> </tr> <tr> <td data-bbox="399 504 1145 548">One (1) to Three (3) projects</td> <td data-bbox="1145 504 1284 548">5 points</td> </tr> <tr> <td data-bbox="399 548 1145 593">Four (4) or more projects</td> <td data-bbox="1145 548 1284 593">10 points</td> </tr> </table>	Zero (0) projects	0 points	One (1) to Three (3) projects	5 points	Four (4) or more projects	10 points	
Zero (0) projects	0 points							
One (1) to Three (3) projects	5 points							
Four (4) or more projects	10 points							
	<p>2.3. Professional qualification of the Health and Safety Practitioner.</p> <p>The Health and Safety Practitioner with a minimum of Diploma in Safety Management or Diploma in Environmental Health/ Science/Management, NQF Level 6 minimum.</p> <p>Professional registration with SACPCMP as a Construction Health and Safety Officer</p> <p>Please attach Certified Copies of Certificates and Qualification. N.B: Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 6 minimum.</p> <table border="1"> <tr> <td data-bbox="399 1008 1145 1075">No Proof of Qualifications and Professional Registration for Health and Safety Practitioner attached</td> <td data-bbox="1145 1008 1284 1075">0 points</td> </tr> <tr> <td data-bbox="399 1075 1145 1142">Both Proof of Qualifications and Professional Registration for Health and Safety Practitioner attached</td> <td data-bbox="1145 1075 1284 1142">5 points</td> </tr> </table>	No Proof of Qualifications and Professional Registration for Health and Safety Practitioner attached	0 points	Both Proof of Qualifications and Professional Registration for Health and Safety Practitioner attached	5 points	5 Points		
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	<p>2.3.1. Health and Safety Practitioner Experience</p> <p>The Health and Safety Practitioner should demonstrate capacity in terms of experience on construction-related projects.</p> <p>Attach Comprehensive CV listing the projects with contactable references</p> <table border="1"> <tr> <td data-bbox="399 1366 1145 1411">Two (2) or less projects</td> <td data-bbox="1145 1366 1284 1411">0 points</td> </tr> <tr> <td data-bbox="399 1411 1145 1433">Three (3) or more projects</td> <td data-bbox="1145 1411 1284 1433">5 points</td> </tr> </table>	Two (2) or less projects	0 points	Three (3) or more projects	5 points	5 Points		
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	<p>3. Methodology and Programme of Works</p>	5 Points						
	<p><i>Note: The construction of the concrete building is within and/or adjacent to an existing operational chlorine building. The bidder must NOT interfere with the daily operation activities and ensure that there is minimal to zero disruptions during the construction phase.</i></p> <p><i>Thus, bidders must submit a comprehensive methodology (i.e., sequenced construction approach and addressing the principle of continuous operational access during construction phase).</i></p> <p><i>The construction methodology and programme of works of the bidder should be based on the following five (5) key principles: (1) Understanding of Operational Constraints, (2) Construction Sequencing & Phasing, (3) Separation & Protection Measures, (4) Access & Operational Continuity and (5) Emergency</i></p>							

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Witness 2

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Witness 2

Clause number	Tender Data		Any										
	<p><i>Preparedness.</i></p> <table border="1"> <tr> <td>No methodology and programme of works attached</td> <td style="text-align: center;">0 points</td> </tr> <tr> <td>The bidder's methodology and programme of works address One (1) to Three (3) key principles.</td> <td style="text-align: center;">3 points</td> </tr> <tr> <td>The bidder's methodology and programme of works address Four (4) and more key principles.</td> <td style="text-align: center;">5 points</td> </tr> </table>			No methodology and programme of works attached	0 points	The bidder's methodology and programme of works address One (1) to Three (3) key principles.	3 points	The bidder's methodology and programme of works address Four (4) and more key principles.	5 points				
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	<p>Bidders must submit either proof of ownership of the plant or a verifiable letter of intent to lease the plant. The letter of intent must be issued on the official letterhead of the hiring company. Vehicle registration documentation to be attached.</p> <p style="background-color: yellow;">Please attach photographic evidence or tax invoices as proof of ownership for small equipment.</p> <p>Please attach Certified Copies of Vehicle Registration Certificates.</p> <table border="1"> <tr> <td>◦ Light Duty Vehicles (Bakkies / LDVs)</td> <td style="text-align: center;">1 point</td> </tr> <tr> <td>◦ TLB (Tractor Loaded Backhoe)</td> <td style="text-align: center;">1 point</td> </tr> <tr> <td>◦ Scaffolding and Formwork Systems</td> <td style="text-align: center;">1 point</td> </tr> <tr> <td>◦ Roller Compactor</td> <td style="text-align: center;">1 point</td> </tr> <tr> <td>◦ Generators</td> <td style="text-align: center;">1 point</td> </tr> </table>		◦ Light Duty Vehicles (Bakkies / LDVs)	1 point	◦ TLB (Tractor Loaded Backhoe)	1 point	◦ Scaffolding and Formwork Systems	1 point	◦ Roller Compactor	1 point	◦ Generators	1 point	
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<p>tenderer that does not meet a minimum score of 70 points for functionality will not be considered.</p>													

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

March 2026



Clause number	Tender Data																																			
F.3.11.3	<p>Stage 3 – Price & Specific Goals</p> <p>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:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: center;">CRITERIA</th> <th style="text-align: center;">POINTS</th> </tr> </thead> <tbody> <tr> <td>Price</td> <td style="text-align: center;">80</td> </tr> <tr> <td>Specific Goals</td> <td style="text-align: center;">20</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: center;">100 points</td> </tr> </tbody> </table> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: center;">Specific goal</th> <th style="text-align: center;">Number of points (80/20 system)</th> <th style="text-align: center;">Means of verification</th> </tr> </thead> <tbody> <tr> <td>Black people ownership equity</td> <td style="text-align: center;">5</td> <td>Central Supplier Database (CSD) report</td> </tr> <tr> <td>Women equity</td> <td style="text-align: center;">3</td> <td>Central Supplier Database (CSD) report</td> </tr> <tr> <td>Youth equity</td> <td style="text-align: center;">2</td> <td>Central Supplier Database (CSD) report</td> </tr> <tr> <td>Disability</td> <td style="text-align: center;">2</td> <td>Medical certificate or (CSD)</td> </tr> <tr> <td>Promotion of small businesses Medium- 2 Points Small- 3 Points Micro- 4 Points Other- 0 Points</td> <td style="text-align: center;">4</td> <td>Signed Financial Statements for transactions above R500 000.00</td> </tr> <tr> <td>Locality Within 100km radius of where goods/service is required</td> <td style="text-align: center;">3</td> <td>Proof of address (tribal authority letter/ Lease agreement accompanied by municipal rates invoice/statement)</td> </tr> <tr> <td>Military Veterans (MVA)</td> <td style="text-align: center;">1</td> <td>MVA force number/CSD</td> </tr> <tr> <td>Total</td> <td style="text-align: center;">20</td> <td></td> </tr> </tbody> </table>	CRITERIA	POINTS	Price	80	Specific Goals	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	
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause number	Tender Data
F.3.11.4	<p>Stage 4 – Risk Analysis</p> <p>In addition to the evaluation of Responsiveness and Functionality, a risk analysis will be performed on the highest-ranking tenders to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer.</p> <p>Bid offer will only be accepted if:</p> <ul style="list-style-type: none"> a) The Bidder has submitted, with the offer, all relevant documentation as required in stage 1B b) The bidder or any of its directors is not listed on the register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. c) The Bidder has not: <ul style="list-style-type: none"> i) Abused the Employer’s Supply Chain Management System or ii) Failed to perform on any previous contract d) The Bidder has proved track record in similar works (employers will be contacted to prove track record)
F.3.16.1	<p>Notice to successful and unsuccessful tenderers.</p> <p>Add the following to the clause:</p> <p>Before accepting the tender of the successful tenderer, the Employer shall notify the successful tenderer in writing of the decision of the Employer to award the tender to the successful tenderer.</p> <p>The Employer shall, at the same time as notifying the successful tenderer of the Employer’s decision to award the tender to the successful tenderer, also publish tender results on the relevant websites.</p>
F.3.17	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MAGALIES WATER

**CONTRACT RFB/MW/ES/03/2025-26/01
EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3**

PORTION 1: TENDER

**Section T1.3
Standard Conditions of Tender**

Contractor

Witness 1

Witness 2

T1.2.15

Employer

Witness 1

Witness 2

March 2026

MAGALIES WATER

CONTRACT RFB/MW/ES/03/2025-26/01

EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3

STANDARD CONDITIONS OF TENDER

INDEX

Item	Description	Page No
1.	GENERAL	3
1.1	Actions	3
1.2	Tender documents	4
1.3	Interpretation	4
1.4	Communication and employer’s agent.....	Error! Bookmark not defined.
1.5	The Employer’s right to accept or reject any tender offer	4
1.6	Procurement procedures	5
2.	TENDERER’S OBLIGATIONS.....	6
2.1	Eligibility	6
2.2	Cost of tendering	7
2.3	Check documents.....	7
2.4	Confidentiality and copyright of documents	7
2.5	Reference documents	7
2.6	Acknowledge addenda	7
2.7	Site visit and clarification meeting.....	8
2.8	Seek clarification	8
2.9	Insurance	8
2.10	Pricing the tender offer	8
2.11	Alterations to documents	8
2.12	Alternative tender offers	9
2.13	Submitting a tender offer	9
2.14	Information and data to be completed in all respects	10
2.15	Closing time	10
2.16	Tender offer validity.....	10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

March 2026

2.17	Clarification of tender offer after submission.....	11
2.18	Provide other material	11
2.19	Inspections, test and analysis	11
2.20	Submit securities, bonds, policies, etc.	12
2.21	Check final draft	12
2.22	Return of other tender documents	12
2.23	Certificates	12
3.	EMPLOYER’S UNDERTAKINGS.....	12
3.1	Respond to requests from the tenderer	12
3.2	Issue addenda.....	13
3.3	Return late tender offers.....	13
3.4	Opening of tender submissions	13
3.5	Two envelope system.....	13
3.6	Non-disclosure	14
3.7	Grounds for rejection and disqualification	14
3.8	Test for responsiveness	14
3.9	Arithmetical errors	15
3.10	Clarification of a tender offer.....	16
3.11	Evaluation of tender offers.....	16
3.12	Insurance provided by the employer.....	20
3.13	Acceptance of tender offer	21
3.14	Prepare contract documents.....	21
3.15	Complete adjudicator’s contract	22
3.16	Notice to unsuccessful tenderers.....	22
3.17	Provide copies of the contracts.....	22
3.18	Provide written reasons for actions taken	22

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board’s Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009)

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAGALIES WATER

CONTRACT RFB/MW/ES/03/2025-26/01

EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3

STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 Actions

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.3.3

March 2026

1.2 Tender documents

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

1.3 Interpretation

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

1.5 Procurement procedures

1.6.1 General

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

1.6.2 Competitive negotiation procedure

Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

1.6.3 Proposal procedure using the two stage-system

1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

1.6.3.2 Option 2

Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

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

Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

2.2 Cost of tendering

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

2.3 Check documents

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

2.4 Confidentiality and copyright of documents

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

2.5 Reference documents

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

2.6 Acknowledge addenda

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.7 Site visit and clarification meeting

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

2.8 Seek clarification

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

2.9 Insurance

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

2.10 Pricing the tender offer

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

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

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

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

2.11 Alterations to documents

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.12 Alternative tender offers

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

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

2.13 Submitting a tender offer

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

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

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

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

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

2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.

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

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

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

2.14 Information and data to be completed in all respects

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

2.15 Closing time

2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

2.16 Tender offer validity

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer should be sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

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

2.18 Provide other material

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

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

2.19 Inspections, test and analysis

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

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Contractor

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Witness 1

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Witness 2

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Employer

[Signature box]

Witness 1

[Signature box]

Witness 2

2.20 Submit securities, bonds, policies, etc.

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

2.21 Check final draft

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

2.22 Return of other tender documents

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

2.23 Certificates

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

3. EMPLOYER’S UNDERTAKINGS

3.1 Respond to requests from the tenderer

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

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

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the tender notice until 7 days before the tender closing time stated in the tender data. If, as a result of the issuing of addenda, a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and shall then notify all tenderers who drew documents.

3.3 Return late tender offers

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

3.4 Opening of tender submissions

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

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

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

3.5 Two envelope system

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

3.6 Non-disclosure

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

3.7 Grounds for rejection and disqualification

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

3.8 Test for responsiveness

3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of the Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

3.8.3 Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.9 Arithmetical errors

3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected items prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate
 - ii) and a quantity in bills of quantities or schedules of prices; or
 - iii) the summation of the prices.

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

3.10 Clarification of a tender offer

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

3.11 Evaluation of tender offers

3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the tender data and described as methods 1, 2, 3 and 4.

3.11.2 Method 1: In the case of a financial offer:

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

3.11.3 Method 2: In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 3.11.7 and 3.11.8.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

March 2026

- b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- c) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

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

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7; and
Np is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8.

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

3.11.4 Method 3: In case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 3.11.7 and 3.11.9, rejecting all tender offers that fail to score the minimum number of points for functionality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

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

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7; and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

N_q is the number of tender evaluation points awarded for functionality offered in accordance with 3.11.9.

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

3.11.5 Method 4: In the case of a financial offer, quality and preferences:

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

$$T_{EV} = N_{FO} + N_p + N_q$$

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

N_p is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8; and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Nq is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- e) Rank tender offers from the highest number of tender evaluation points to the lowest.
- f) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.
- g) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

3.11.6 Decimal places

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

3.11.7 Scoring financial offers

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

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

Where

N_{FO} is the number of tender evaluation points awarded for the financial offer;

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data;

A is the number calculated using the formula and option described in table F.1 as stated in the tender data.

Table F.1 – Formula for calculating the value of A^a

1	2	3	4
Formula	Basis for comparison	Option 1	Option 2

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Witness 1

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Witness 2

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Employer

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Witness 1

[Signature Box]

Witness 2

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

3.11.8 Scoring preferences

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

3.11.9 Scoring quality (functionality)

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_o / M_s$$

where:

- S_o is the score for quality allocated to the submission under consideration;
- M_s is the maximum possible score for quality in respect of a submission; and
- W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

3.12 Insurance provided by the employer

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.13 Acceptance of tender offer

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

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

3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.15 Complete adjudicator's contract

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

3.16 Notice to unsuccessful tenderers

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

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

3.17 Provide copies of the contracts

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

3.18 Provide written reasons for actions taken

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

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.3.22

March 2026



MAGALIES WATER

CONTRACT RFB/MW/ES/03/2025-26/01

EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3

PORTION 1: TENDER

**Section T2
Returnable Documents**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2
March 2026



MAGALIES WATER

CONTRACT RFB/MW/ES/03/2025-26/01

EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3 RETURNABLE DOCUMENTS

INDEX

Section	Description	Page No
SECTION T2.1	LIST OF RETURNABLE DOCUMENTS.....	T2.1
SECTION T2.2	RETURNABLE SCHEDULES	T2.2

NOTE:

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the bid. All the documents indicated on Part T1, must be completed and signed where applicable and submitted as a complete set of documents.

END OF SECTION

Contractor

Witness 1

Witness 2

T2.1

Employer

Witness 1

Witness 2

March 2026



MAGALIES WATER

CONTRACT RFB/MW/ES/03/2025-26/01

EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3

PORTION 1: TENDER

Section T2.1 List of Returnable Documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2
March 2026

MAGALIES WATER

CONTRACT RFB/MW/ES/03/2025-26/01

EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3 LIST OF RETURNABLE DOCUMENTS

The Tenderer's attention is drawn to the eligibility criteria which require the tenderer to provide the required evidence in their tender submissions in order to be eligible to have their tenders evaluated.
Tenderers who fail to provide the required documentation will not have their tenders evaluated.

1. Tenderers are required to submit the following with their tenders:
 - a. **SBD 1** Invitation to Bid & Company Information.
 - b. **SBD 4** Bidder's Disclosure
 - c. **SBD 6.1** Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022
 - d. Registration with CIDB contractor grading and designation of **3CE** or Higher. Proof of CIDB registration must be attached, as well as proof of registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture.
 - e. Proof of registration with the Central Supplier Database drawn from the National Department of National Treasury website.
 - f. Record of Addenda to Tender Documents
 - g. Certified Proposed Joint Venture Agreement
 - h. Certificate of Authority of Signature
 - i. Proof in form of a letter of good standing in construction work with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COIDA).
 - j. Compulsory briefing session attendance
 - k. **Copy of Company Registration Certificate (C.K)**, in case of a JV, both JV partners must submit respectively, OR
 - l. **Copy of Founding Statement** (if tenderer is a Closed Corporation),
 - m. **Soft Copy** of the entire tender document including returnable documents saved in the Memory Stick. (**Failure to submit the Memory Stick will result in disqualification**).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.1

March 2026



-
2. The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These schedules will also form part of the Contract.

NOTE 1: Certification stamps must be original and not older than three (03) months at the time of tender closure.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.2

March 2026



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CONTRACT RFB/MW/ES/03/2025-26/01

EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3

PORTION 1: TENDER

**Section T2.2
Returnable Schedules**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2
March 2026



MAGALIES WATER

CONTRACT RFB/MW/ES/01/2025-26/01

EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3 RETURNABLE SCHEDULES

INDEX

Section	Description	Page No
T2.2.1:	ALTERATIONS BY TENDERER.....	3
T2.2.2:	SBD 1 - INVITATION TO BID.....	4
T2.2.3:	SBD 4 - DECLARATION OF INTEREST.....	6
T2.2.4:	MBD 6.1 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED).....	9
T2.2.5:	CONTRACTOR'S CRS NUMBER FOR CIDB GRADING.....	14
T2.2.6:	VALID COPY OF REGISTRATION ON THE CENTRAL SUPPLIER DATABASE.....	15
T2.2.7:	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	Error! Bookmark not defined.
T2.2.8:	POPIA CONSENT BY THE BIDDER.....	16
T2.2.9:	CERTIFICATE OF AUTHORITY OF SIGNATORY.....	Error! Bookmark not defined.
T2.2.10:	CERTIFIED COPY OF LETTER OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER OR WITH A LICENSED COMPENSATION INSURER.....	Error! Bookmark not defined.
T2.2.11:	PRO-FORMA CERTIFICATE OF INSURANCE COVER.....	Error! Bookmark not defined.
T2.2.12:	FINANCIAL REFERENCES.....	Error! Bookmark not defined.
T2.2.13:	CERTIFIED COPY OF FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE.....	Error! Bookmark not defined.
T2.2.14:	REGISTRATION CERTIFICATE / AGREEMENT /POWERS OF ATTORNEY / ID DOCUMENT (IF APPLICABLE).....	Error! Bookmark not defined.
T2.2.16:	COMPLIANCE WITH OHSA (ACT 85 OF 1993).....	Error! Bookmark not defined.
T2.2.17:	PROPOSED SUB-CONTRACTORS.....	Error! Bookmark not defined.
T2.2.18:	FUNCTIONALITY CRITERIA AND POINTS CLAIMED.....	Error! Bookmark not defined.
T2.2.19:	EXPERIENCE OF THE TENDERER OF SIMILAR WORK IN THE PAST 7 YEARS.....	Error! Bookmark not defined.
T2.2.20:	PRESENT COMMITMENTS.....	Error! Bookmark not defined.
T2.2.21:	LABOUR UTILISATION.....	Error! Bookmark not defined.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.22: SUPERVISORY AND SAFETY PERSONNEL Error! Bookmark not defined.
T2.2.23: SPECIFIC PLANT AND EQUIPMENT Error! Bookmark not defined.
T2.2.24: QUALITY MANAGEMENT SYSTEM Error! Bookmark not defined.
T2.2.25: RECORD OF ADDENDA TO TENDER DOCUMENTS Error! Bookmark not defined.
T2.2.26: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING Error! Bookmark not defined.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2. 2

March 2026



T2.2.2: SBD 1 - INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFB/MW/ES/03/2025-26/01	CLOSING DATE:	07 MAY 2026	CLOSING TIME:	12H00
DESCRIPTION	EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MAGALIES WATER, OFFICE: 38 HEYSTEK STREET, RUSTENBURG, 0300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	R. Mulaudzi		CONTACT PERSON	T. Makwela	
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 Cc : rabelanim@magalieswater.co.za		E-MAIL ADDRESS	tumelom@magalieswater.co.za Cc : tender@magalieswater.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO 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:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



T2.2.3: SBD 4 - DECLARATION OF INTEREST

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

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

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the 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.

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.

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2



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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.4: SBD 6.1 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

SBD 6.1

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:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



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

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

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.

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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	

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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.5: CONTRACTOR'S CRS NUMBER FOR CIDB GRADING

CONTRACTOR'S CERTIFIED OR A JOINT VENTURE'S CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE

CONTRACTOR'S CRS NUMBER

--

The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender.

Tenderers who have made application to CIDB for registration and are capable of being so registered prior to the evaluation of submissions must attach a notification from CIDB that their application is being considered.

--	--

SIGNATURE OF TENDERER

DATE

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



T2.2.6: VALID COPY OF REGISTRATION ON THE CENTRAL SUPPLIER DATABASE

The Tenderer must attach hereto a valid copy of Registration on the National Treasury Central Supplier Data Base. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.8: 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 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 authorizes 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)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.9. RECORD OF ADDENDA TO TENDER DOCUMENT

We acknowledge receipt of communications from the Employer amending the tender document before the submission of this tender offer. We confirm that these amendments have been considered in this tender offer.

Notice Number	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Bidder: _____

Signed by or on behalf
 of Bidder: _____

Official
 Capacity: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.9. PROPOSED WORK TO BE SUBCONTRACTED

We notify the Employer that it is our intention to employ Subcontractors for works in this contract.

If we are awarded this contract, we agree that this notification does not change the requirement for us to submit the proposed work for subcontracting in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then on official award of Contract by the Employer to us, this list duly signed below shall be binding between us.

The appointment of the proposed Subcontractors shall be subject to the approval of the Employer.

Please note it is compulsory to declare the percentage of work to be completed by the Subcontractors by filling out column "B" and "D" for tender purposes. Columns "A" and "C" to be populated before work on site commences. This must be finalised during the period of securing the Works Permit.

A	B	C	D
Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor	CIDB Grading
1)			
2)			
3)			
4)			
5)			

Name of Bidder: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Signed by or on behalf
of Bidder: _____

Official
Capacity: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.10 (a). ALTERNATIVE TENDER

T2.2.4.1. Alternative tenders will be accepted on the conditions described in [T1.2 Tender Data](#) (CIDB Clause C2.12)

T2.2.4.2. Should the Bidder wish to submit an alternative tender he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

T2.2.4.3. If no departures or modifications are described, the schedule shall be marked NIL and signed by the Bidder.

Page	Item	Proposed alternative	Price saving (if any) to the Employer if proposal is accepted

Name of Bidder:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Signed by or on behalf of Bidder: _____ Official Capacity: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.11. EXTENSION OF TIME RELATED TO ABNORMAL RAINFALL

If during the time for completion of the works or any extension thereof abnormal rainfall or wet conditions shall occur, then an extension of time in accordance hereof shall be granted by the Employer calculated in accordance with the formula given below for each calendar month or part thereof.

$$V = (Nw - Nn) + ((Rw - Rn) / X)$$

V	Extension of time in calendar days in respect of the calendar month under consideration.
Nw	Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.
Nn	Average number of days, as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month.
Rw	Actual rainfall in mm recorded for the calendar month under consideration.
Rn	Average rainfall in mm for the calendar month as derived from existing rainfall records.

For purposes of the contract Nn, Rn, X and Y shall have those values assigned to them in this specification. The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month to be calculated using pro rata values of Nn and Rn. This formula does not take account of flood damage that could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw-Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm. The factor (Rw-Rn)/X shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

The following average rainfall figures are applicable:

INFORMATION SOURCE: South African Weather Service Pretoria,
 Tel.: 082 233 8484

Y = 4mm; X = 10 mm

STATISTICAL INFORMATION: PILANESBERG STATION PERIOD: 1984 - 1995		
Month	RAINFALL	
	Nn = Average number of days during the calendar months in which a rainfall of more than Y-mm has been received	Rn = Average monthly rainfall
January	10.7	82.8
February	9.2	83.1
March	8.9	72.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



April	4.4	30.6
May	1.2	5.2
June	1.6	7.5
July	0.6	2.0
August	0.7	3.5
September	2.8	18.3
October	7.3	57.2
November	8.6	58.5
December	11.9	109.8
AV. ANNUAL RAINFALL (mm)		531.5

The Contractor shall be permitted to take his own rainfall measurements on site subject to the Engineer's approval, but access to the measuring gauge(s) shall be under the Engineer's control. The Contractor is to provide and install all the necessary equipment for accurately measuring the rainfall as well as to provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost.

Name of Bidder: _____

Signed by or on behalf of Bidder: _____

Official Capacity: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.12. F O B PRICES OF IMPORTED EQUIPMENT/MATERIALS FOR WHICH FOREIGN EXCHANGE WOULD BE REQUIRED AND IMPORTING CHARGES

T2.2.12.1. The Bidder shall complete each schedule listing the F O B value of all items of equipment/materials for which foreign exchange would be required.

T2.2.12.2. Bidders based on the supply of locally manufactured equipment and/or materials priced competitively, will be given preference by the Employer provided such equipment and/or materials, and the manufacture thereof, are of sufficiently high standard to meet the Employer's requirements.

T2.2.12.3. If no items are to be imported or if firm prices are submitted the relevant section of the schedule shall be marked NIL. If the equipment contains imported equipment/materials then the Bidder shall complete the schedule listing the F O B value of all items of equipment/materials, which have been or are to be imported. Prices tendered for this imported equipment/material shall be quoted in **currency of origin**. It will therefore be the responsibility of the employer (The Employer) to take out a Forward Cover for this imported equipment/material, when and if deemed prudent. All charges for the Employer's account referred to in the General Conditions of Contract and any changes in the rates of exchange will only be paid or allowed by the Employer in respect of items listed in this schedule. Bidder shall be expected to provide full documentation (i.e. Invoice, Bill of Lading, etc.) supporting foreign currency requirements for this imported equipment/material to support the Employer application to the SARB for the exchange control approval.

T2.2.12.4. The Bidder shall sign each schedule.

T2.2.12.5. For evaluation purposes, the prices of imported equipment/material sourced directly from outside South Africa quoted in currency of origin will be converted to Rand using the closing rate exchange rate published by SARB on the date, one week (7-day calendar days) prior to the closing date for the Bidder.

"Imported content" means that portion of the price represented by the cost of components, parts or materials which have been, or are still to be imported (whether by the Bidder or his suppliers or Subcontractors) and which cost includes the overseas cost plus direct importation costs, such as freight, all landing charges, dock dues, import duties and the like at the South African port of entry, as well as inward transportation and handling to the factory in the Republic where the equipment offered is produced, manufactured, processed, assembled, packed or otherwise prepared.

The Bidder shall state in the appropriate column the F O B values of equipment/materials, which have already been imported, and which still must be imported.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item	Description and country of origin	Rate of exchange	F O B value	
			Already imported	To be imported
			R	R
Total F O B values				

Table T2.2.12.1: F O B Prices

The exchange rate to be used for conversion of the foreign content to local content shall be the closing exchange rate published by South African Reserve Bank (SARB) on the date, one week (7-day calendar days) prior to the closing date of the Tender.

IMPORT PERMIT: The Bidder shall state what arrangements have been or are to be made to obtain the necessary import permit(s).

.....

Item	Rate	Total
PORT OF LANDING	R	R
Freight on tons at		
Insurance on R		
Customs duty on R		
Landing charges on tons at		
Wharfage on tons at		
Forwarding and agency on tons at		
Railage on kg at		
Sundry importing charges		
..... TOTAL:		

Table T2.2.12.2: F O B Prices

Guaranteed date of shipping

Guaranteed date of delivery to railway authority

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2



Name of Contractor: _____

Signed by or on behalf
of Contractor: _____

Official
Capacity: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.13. DECLARATION OF INSURANCES

I/We hereby declare that the insurance policies enumerated below have been effected by me/us in accordance with the Appendix to Tender.

Cover effected	Insurer	Policy	Expiry date
COID			
Unemployment Insurance			
Employer's Liability			
Motor Vehicle Liability			
Contractor's Equipment			
Manufacturing/Fabrication Premises			
Professional Indemnity	as applicable		

Table T2.2.13.1: Declaration of Insurance

Copies of the abovementioned policies are attached.

In respect of COID, a copy of the current receipt and letter of good standing is attached.

Name of Contractor:

Signed by or on behalf of Contractor: _____ Official Capacity: _____

Date: _____

NOTE: This schedule shall be completed and submitted to The Employer within 14 days from the commencement date of the contract and will serve as a condition precedent. The Contractor shall ensure that all policies are in place for the full period under the contract, and where policies need to be renewed and/or any changes effected, The Employer is to be provided with the renewal confirmation and/or details of changes within 14 days of such renewal or changes.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAGALIES WATER

CONTRACT NO: RFB/MW/ES/03/2025-26/01

EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3

VOLUME 2: CONTRACT

Part C1

Agreements and contract data

VOLUME 2 - THE CONTRACT

PART C1. AGREEMENT AND CONTRACT DATA

General Conditions of Contract for Construction Works, Third Edition (2015)

PRO FORMAS

The General Conditions of Contract for Construction Works, Third Edition (2015) has been compiled on the basis that the following supplementary documentation in the format of pro formas, once completed by the party or parties as relevant, shall form part of the Contract.

- APPENDIX 1:** FORM OF OFFER AND ACCEPTANCE
- APPENDIX 2:** CONTRACT DATA
- APPENDIX 3:** PERFORMANCE GUARANTEE
- APPENDIX 4:** DISCLOSURE STATEMENT
- APPENDIX 5:** ADJUDICATION BOARD MEMBER AGREEMENT

MAGALIES WATER

CONTRACT NO: RFB/MW/ES/03/2025-26/01

EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3

VOLUME 2: CONTRACT

Part C1.1

Forms of offer and acceptance

C1.1 APPENDIX 1 - FORM OF OFFER AND ACCEPTANCE

General Conditions of Contract for Construction Works, Third Edition (2015)

(Agreement)

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of works as described in Part 1 of the Contract Data.

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.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (VAT) IS:

(in words)..... Rand;

R..... (IN FIGURES)



This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name and
address of
organisation

Signature of
witness





Name(s)

Date

C1.1.1 Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

For the Employer

Signature(s)

Name(s)

Capacity

Name and address of organisation

Signature of witness
Name(s)
Date

C1.1.2 Schedule of Deviations

1. Subject
Details
.....
.....
2. Subject
Details
.....
.....
3. Subject
Details
.....
.....
4. Subject
Details
.....
.....

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

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

For the Tenderer:

For the Employer:

..... Signature
..... Name
..... Capacity
..... Name of Organisation.....

..... Address of Organisation

..... Witness Signature

..... Witness Name

..... Date

C1.1.3 Confirmation of Receipt

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

the.....(day)
of.....(month)
20..... (year)
at.....(place)

For the Contractor:

Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature(s)

Name(s)

MAGALIES WATER

CONTRACT NO : RFB/MW/ES/03/2025-26/01

EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3

VOLUME 2: CONTRACT

Part C1.2

Contract data

C1.2 APPENDIX 2 - CONTRACT DATA

General Conditions of Contract for Construction Works, Third Edition (2015)

CONTRACT DATA: EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (GCC), Third (3rd) Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this contract:

Clause 1.1.1.13: The Defects Liability Period is 12 months

BUT

The contractor will maintain all the installed or refurbished equipment (mechanical, electrical and structural components) for the entire Defects Liability Period at no cost to the client. At the end of the defects liability period the Client's Representative will test all equipment and it will only be taken over by the client if its functionality is confirmed by the engineer.

Clause 1.1.1.15: The Employer is MAGALIES WATER.

Clause 1.1.1.26: The Pricing Strategy is Re-measurement Contract

Clause 1.2.1.2: The Employer's address:
Address: 38 Heystek Street, Rustenburg, 0300
Postal Address: 38 Heystek Street, Rustenburg, 0300
Telephone number: 014 597 4636
Contact person: Mr. T Matjila

Clause 1.1.1.16: The Engineer is Mwb Consulting Engineers

Clause 1.2.1.2: The Engineer's address is:
Address: 204 Beyers Naude Drive, Rustenburg, 0299
Postal Address Postnet Suite 4105, Private Bag X82323, Rustenburg, 0300
Telephone number: 014-592 8504
Contact person: Marx Jordaan Pr. Eng.; Pr. CPM

Clause 5.3.1: The documentation required before commencement with Works execution are:

- Health and Safety Plan (Refer to Clause 4.3)
- Initial programme (Refer to Clause 5.6)
- Security (Refer to Clause 6.2)
- Insurance (Refer to Clause 8.6)
- Approval of commencement with the construction work (from DoL) in terms of OHS Act.

Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is 28 days.

- Clause 5.8.1:** The non-working days are Saturdays and Sundays.
The special non-working days are:
(1) Public holidays as promulgated in South Africa.
- Clause 5.13.1:** The penalty for failing to complete the Works is R2 000-00 per calendar day
- Clause 5.16.3:** The latent defect period is 5 years
- Clause 6.10.1.5:** The percentage advance on materials not yet built into the Permanent Works is 80%
- Clause 6.10.3:** The limit of retention money is 15%.
- Clause 6.15.5:** The entire amount of retention money will only be payable to the contractor on the last day of the defects liability period. Clause 6.15.5 will not be applicable on this project.
- Clause 8.6.1.1.2:** The value of Plant and materials supplied by the Employer to be included in the insurance sum is Nil.
- Clause 8.6.1.1.3:** The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 15% of the Contract Amount.
- Clause 8.6.1.3** The limit of indemnity for liability insurance is R10 million.
- Clause 10.5.3** The number of Adjudication Board Members to be appointed is one.

OPTIONAL DATA

- Clause 1.3.2:** The governing law is the law of the Republic of South Africa.
- Clause 1.3.3:** The language of the Contract and for written communications is English.
- Clause 5.4.2:** The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.
- Clause 6.8.2:** The contract is a FIXED RATES CONTRACT. TENDERED RATES ARE FIXED BUT QUANTITIES will be remeasured.

The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "x" is 0.1

The values of the coefficients are:

a = 0.25 Labour

b = 0.15 Contractor's equipment

c = 0.55 Material

d = 0.05 Fuel

The province wherein the larger part of the Site is located is Northwest Province for which the Labour Index would be applicable from Statistical News Release, P0141, Table A.

The applicable work group index is 104 Earthworks from the Contract Price Adjustment Provisions, Selected the applicable industry from Statistical News Release, P0151, Table 1.

The area for the Producer Price Index for fuel is "Witwatersrand" Selected the applicable industry from Statistical News Release, P0151, Table 4.

The base month is **September 2025.**

- Clause 6.8.3:** Price adjustments for variations in the costs of special materials are NOT allowed.
- Clause 8.6.5:** The insurances shall be affected with an insurance company registered in Republic of South Africa.
- Clause 10.5.1:** Dispute resolution shall be by standing adjudication.
- Clause 10.7.1:** The determination of disputes shall be by arbitration.

ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

- Clause 6.10.2:** Tax invoices
Add the following clauses to clause 51

The Contractor's invoice.

51.5 The Contractor submits original valid tax invoices of the Contractor satisfying the requirements of the Works Information one week after receiving a payment certificate from the Engineer in terms of clause 6.10.1.

51.6 Where the Contractor does not submit his valid tax certificate within the time required, the period within which payment is made as per clause 6.10.1. is extended by the length of time from the date when the Contractor should have submitted his valid tax invoice to the date when he does submit it.

- Clause 10.5.1:** Selection and appointment of the Adjudicator
Amend the clause as follows:

Within 14 days after declaring a dispute and if the Adjudicator was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the SAICE Panel of Adjudicators, whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator for the Contract. The Parties appoint the selected Adjudicator under an appropriate contract within 14 days.

Should the parties not agree on a person to act as Adjudicator, the notifying Party will request the President of SAICE to nominate a suitable person.

- Clause 3.1.4:** Acts or omissions by mandatories
In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the Contractor hereby agrees that the Employer is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Contractor and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the Employer and the Contractor contemplated in section 37(2).

Prices for imported content

The exchange rate is a rate published on the website
<http://www.xe.com/currencytables/>

The Contractor identifies those items in the Pricing Schedule that have an imported content of 40% or more, and which require adjustment due to exchange rate fluctuations. The Contractor states the amounts included in the Prices for these items purchased in a foreign currency and declares the currency for such amounts in the Contract Data and identifies these items from the Pricing Schedule on a separate exchange rate fluctuation schedule.

The Prices for these identified items are adjusted on the date of delivery by multiplying them by the relevant exchange rate 30 days prior to the closing date of tenders and dividing them by the relevant exchange rate on the date of delivery.

Contract Participation Goal Contract Participation Goal: Engagement of Targeted Enterprises in the performance of the Contract

Participation of Targeted Enterprises in the performance of the contract will be measured utilising the provisions of SANS10845-5:2015. The tendered Contract Participation Goal must be achieved, failing which sanctions will be imposed to 1.5 times the envisaged benefit, based on the actual Contract Participation Goal achieved.

Monthly reports on progress towards the Contract Participation Goal will be included in the interim payment certificate claims submitted by the contractor.

Clause 5.12.2.2: Abnormal Climatic Conditions IS NOT APPLICABLE on this contract. Add the following to sub-clause 5.12.2.2 abnormal climatic conditions:

“Normal rainfall is not regarded as “abnormal climatic conditions” which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his tendered rates, prices and programme. Extension of time for abnormal rainfall will be handled according to the formula below:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

Where:

V = Extension of time in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.

Nn = Average number of days, as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month.

Rw = Actual rainfall in mm recorded for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records.

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm. The factor (Rw - Rn)/X shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

For the purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specifications.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total be negative the time for completion shall not be reduced. Extension of time for part of a month shall be calculated using pro rata values of Nn and Rn.

Any extension of time granted in terms of this Clause will not be cause for additional payment.



This formula does not take account of flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The values of X, Y, Nn and Rn to be used in above-mentioned formula are as follows:

X = 10 mm & Y = 4 mm

The rainfall data applicable to the site is located in Part C4 Site Information.



MAGALIES WATER

CONTRACT NO.: RFB/MW/ES/03/2025-26/01

EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3

VOLUME 2: CONTRACT

Part C1.3

Pro-forma Performance Guarantee



PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause 1.1.1.9: The Contractor is (Name):.....

Clause 1.2.1.2: The Contractor's address:

Address:

Postal Address:

Telephone number:

Email address:

Contact person:

Clause 1.1.1.14: The time for achieving Practical Completion is:.....

Clause 6.2.1: The security to be provided by the Contractor shall be one of the following:

<i>Type of security</i> (Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)	Contractor's choice. Indicate "Yes" or "No"
Performance guarantee of 10 % of the Contract Sum plus retention of 5 % of the value of the Works.	

Note: In the Standard for Uniformity in Construction Procurement in section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to a contractor. Where guarantees of an insurance company or bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies held shall not exceed 5% of the contract price."

For the purposes of this contract:

- The successful contractor shall pay a performance bond of 10% of the contract value prior to the commencement of work.
- 5% Retention will also be retained as the work progresses.
- On the day of completion, no retention monies will be paid to the contractor. All retention monies and the performance guarantee will be retained for 12 months of maintenance- and defects liability periods. The monies will be retained to enforce all maintenance and if the contractor does not maintain, as per agreement, the client reserves the right to terminate the contract and use the performance guarantee payout and the retention monies to maintain the plant.

If maintenance is done as per agreement, all retention monies will be released when due. The performance bond will also be released.

The percentage allowance to cover overhead charges is **NIL**.



C1.3 APPENDIX 3 - PERFORMANCE GUARANTEE

General Conditions of Contract for Construction Works, Third Edition (2015)

(to be reproduced exactly as shown below on the letterhead of the Institution providing the Bond / Guarantee)

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:	_____ [Insert name of Guarantor], a company registered in accordance with the laws of the Republic of South Africa under Registration No: _____ [insert registration number].
Physical address:	_____ [Insert Physical Address]
“Employer” means:	Magalies Water , a company registered in accordance with the laws of the Republic of South Africa under Registration No: _____ [insert registration number].
“Contractor” means:	_____ [Insert name of Contractor], a company registered in accordance with the laws of the Republic of South Africa under Registration No: _____ [insert registration number].
“Engineer” means:	_____ [Insert name of Engineer], a company registered in accordance with the laws of the Republic of South Africa under Registration No: _____ [insert registration number].
“Works” means:	insert details from Contract Data part 1]
“Site” means:	[insert details from Site Information]
“Contract” means:	The Agreement made on or about the day of, in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.
“Contract Sum” means:	The accepted amount inclusive of tax of R
Amount in words:	
“Guaranteed Sum” means:	The maximum aggregate amount of R
Amount in words:	
“Expiry Date” means:	the earlier of: <ul style="list-style-type: none"> the date that the Guarantor receives a notice from the Employer stating that Completion has been achieved and all notified Defects within two months of Completion have been corrected, or the date that the Guarantor issues a replacement Bond for such lesser or higher amount as may be required by the Employer.

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid.
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.



- 10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

For and on behalf of the Guarantor:

Signed at
Date
Guarantor' Signatory (1)
Capacity
Guarantor' Signatory (2)
Capacity

Signature and name of witness:

Witness Signatory (1)
Witness Signatory (2)



MAGALIES WATER

CONTRACT NO.: RFB/MW/ES/03/2025-26/01

EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3

VOLUME 2: CONTRACT

Part C2

Pricing Data (Bill of Quantities)

PART C2 PRICING DATA

PRICING DATA FOR: EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3

C2.1 PRICING ASSUMPTIONS

C.2.1.1 General

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

The Tenderer is advised to check the number of pages, and should any be found missing or in duplicate or the figures or writing indistinct or these Bill of Quantities contain any obvious errors, the Tenderer must inform the Engineer at once and have it rectified. No liability whatsoever will be admitted in respect of errors due to the foregoing.

Should there be any doubt or obscurity as to the meaning of any item, the Tenderer must obtain an explanation of it, in writing, from the Engineer. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender.

2.1.2 Quantities reflected in the Bill

The quantities given in the Bill of Quantities are the estimated quantities of work to be done and will be subject to re-measurement during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or planning for it. Any additional works or any extension of work quantities over and above that contained in the Bill of Quantities shall be agreed before the work is completed in the form of an Extra Works Authorization in the case of additional works or a Change Order in the case of an increase in quantities, whichever is the applicable. All documentation must be signed by the Engineer before the work is commenced, and such additional works or increased quantities will not be paid for if certified for payment without the approved documentation.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities, and the contract price for the completed contract shall be computed at the relevant unit rates and prices, all in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings and Conditions of Contract, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

The quantities of work as measured and accepted and certified for payment in accordance with the Drawings and Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

2.1.3 Pricing of the Bill of Quantities

All unit prices, extensions and totals must be filled in black ink and unit prices, extensions and totals submitted in electronic format will not be acceptable.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items and shall include full compensation for all costs and expenses that may be required in and for the completion of the work and maintenance during the defects notification period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Reasonable unit rates and prices shall be entered in the Bill of Quantities as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Each item shall be priced and extended to the "Total" column by the Tenderer, except for the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract and shall be reflected in the Bill of Quantities as having a nil rate or price.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated and may be used at the discretion of the Engineer.
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column, but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates, which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

2.1.4 Provisional Sums

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 45 of the General Conditions of Contract. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be permissible.

2.1.5 Correction of Entries

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry in black ink, and the alteration must be initialled by the Tenderer.

2.1.5 Arithmetical Errors

Arithmetical errors found in the Bill of Quantities because of faulty multiplication or addition will be corrected by the Engineer at the tender evaluation stage, as set out in the Conditions of Tender F3.9.

2.1.6 Monthly Payments

Unless otherwise specified in the Specifications or Project Specifications, progress payments in Interim Certificates, referred to in Clause 49.1 of the General Conditions of Contract, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work carried out relates to the extent of the work to be done by the Contractor.

2.1.7 Contingency

The sum provided under contingency in the Bill of Quantities is under the sole control of the Employer and may be deducted in whole or in part and shall only be expended by order of the Employer as Variation Order.

2.1.8 Defined terms

For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the Standardised, Project or Particular Specifications
Quantity:	The number of units of work for each item
Rate:	The payment per unit of work at which the Tenderer Tenders to do the work Amount: The quantity of an item multiplied by the tendered rate of the (same) item
Sum:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
Provisional Sum:	A budgetary amount that reflects the anticipated cost for a specific element of the works that is not yet defined in enough detail for tenderers to price. When the item is clearly defined, the contractor will be required to source a suitable subcontractor to perform these works or undertake them with in-house expertise. The costs entailed will first be approved by the Engineer in consultation with the Employer.

2.1.9 Units of Measurement

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Abbreviations used in the Bill of Quantities, including some non-standard abbreviations, are as follows:

Nr	=	Number
mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

PRICING DATA FOR: EXTENSION OF THE EXISTING CHLORINE BUILDING AT PLANT 3

C2.2 PRICING SCHEDULES OR BILL OF QUANTITIES (BoQ)

The Bidder must refer to Annexure C2.2: Pricing Schedule / Bill of Quantities (BoQ) provided with this tender document.

The Bidder is required to submit the following:

- **Excel® format of the completed pricing schedule or BoQ in USB flash drive.**
- **Printed format and signed version of the completed pricing schedule or BoQ.**



C2.3 APPENDIX 4 - DISCLOSURE STATEMENT

General Conditions of Contract for Construction Works, Third Edition (2015)

(Please note that works in italics within brackets are items which should be stated)

Date:
Contract:
Contractor:
Employer:
Employer's Agent:

Dear Sirs

I am willing and available to serve as (ad-hoc/standing) Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works'

Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement with this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Employer's Agent.
- I do not have any financial connections with the Contractor, Employer or Employer's Agent.
- I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employer's Agent which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full:

Signature:



C2.4 APPENDIX 5 - ADJUDICATION BOARD MEMBER AGREEMENT

General Conditions of Contract for Construction Works, Third Edition (2015)

(Please note that works in italics within brackets are items which should be stated)

This Agreement is entered into between:

Adjudication Board Member:

(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)

Contractor:

(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)

Employer:

(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for (name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Fourth Edition (2022) must be referred to (ad-hoc adjudication/standing adjudication).

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform all duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works' Adjudication Board Rules and this Agreement.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:
 - 7.1 A monthly retainer of (amount) for (number) of months, and/or
 - 7.2 A daily fee of (amount) based on a (number) hour day, and/or
 - 7.3 An hourly fee of (amount), and/or
 - 7.4 A non-recurrent appointment fee of (amount) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost. On submission of an invoice for fees and expenses to the Parties, the Parties shall pay the full amount within 28 days of receipt of the invoice. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature:

Contractor's name:

Place:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Employer's signature:

Employer's name:

Place:

Date:

Adjudication Board Member's signature:

Adjudication Board Member's name:

Place:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor

Witness 1

Witness 2

Employer

C3.7.1