



TENDER NUMBER: RFB/MW/316/2025-26

**THE APPOINTMENT OF CONTRACTOR FOR THE SEALING AND STRUCTURAL REPAIRS OF
BOSPOORT RESERVOIR**

ISSUED BY:

MAGALIES WATER
38 HEYSTEK STREET
RUSTENBURG
0300

PREPARED BY:

SUPPLY CHAIN MANAGEMENT UNIT
MAGALIES WATER
38 HEYSTEK STREET
RUSTENBURG
0300

Tender Queries:	Technical Queries:
Contact Name: Mr T Matjila	Contact Name: Mr T Makwela
Telephone: 014 597 4636	Telephone: 014 597 4636

NAME OF TENDERER.....

BID PRICE OFFERED.....

COMPULSORY BRIEFING SESSION: 21 NOVEMBER 2025 @ 10:00AM

VENUE: BOSPOORT RESRVOIR NEAR BOSPOORT DAM (Co-ordinates: -25.56216, 27.33871)

CLOSING DATE AND TIME: 01 DECEMBER 2025 at 12:00PM

BID BOX LOCATION: 38 HEYSTEK STREET, RUSTENBURG, 0299



SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

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

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

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Employer

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April 2024

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAGALIES WATER

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 1: TENDER

**Part T1
Tendering Procedures**

Contractor

Witness 1

Witness 2

Employer

Witness 1

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MAGALIES WATER

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR
TENDERING PROCEDURES

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END OF SECTION

Contractor

Witness 1

Witness 2

T1.1

Employer

Witness 1

Witness 2

April 2024

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 1: TENDER

Section T1.1
Tender Notice and Invitation to Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

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MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

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 SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR.

It is estimated that tenderers should have a CIDB contractor grading designation of **4CE** 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/316/2025-26: MW APPOINTMENT OF CONTRACTOR FOR THE SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR.

Tender documents shall be available from the Magalies Water for collection during working hours from **08:00 to 16:30** starting from 17 November 2025.

Upon submission of proof of payment, the tender documents will also be made available at the compulsory clarification meeting.

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 on the basis of the bidders' B-BBEE status level of contribution. Bidders will have to submit B-BBEE rating certificates issued by either verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board of Auditors (IRDA).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.1.1

April 2024

Queries relating to the issue of these documents may be addressed in writing to Supply Chain Tel: 014-597 4636 & Email tenders@magalieswater.co.za. Technical queries can be addressed to tumelom@magalieswater.co.za. A compulsory site clarification meeting with representatives of the Employer will take place on the 29 September 2023. 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 the 01 December 2025**. 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 60 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

T1.1.2

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MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 1: TENDER

**Section T1.2
Tender Data**

Contractor

Witness 1

Witness 2

April 2024

Employer

Witness 1

Witness 2

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

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

April 2024

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.2

April 2024

Clause number	Tender Data
F.2	Tenderer's obligations
F.2.1	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: 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 4 CE class of construction work; and 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: 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. Joint ventures are eligible to submit tenders provided that: 1) every member of the joint venture is registered with the CIDB; 2) the lead partner has a contractor grading designation in the 4 CE 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 4CE 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

T1.2.3

April 2024

Clause number	Tender Data
F.2.1.1	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: 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. • 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	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.4

April 2024

Clause number	Tender Data
F.2.12	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. 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. 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.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus NIL copies.
F2.13.4	Add the following to the clause: Only authorised signatories may sign the original and all copies of the tender offer where required in terms of the tender data. 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. 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. 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. 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."
F.2.13.5 F.2.15.1	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: 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.5

April 2024

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: • None
F.3	The Employer's undertakings
F.3.1.1	The Employer will respond to requests for clarification received up to 7 working days before the tender closing time.
F.3.2	The employer shall issue addenda until 5 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: 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 Preference Tenders will be evaluated in four stages: Stage 1: Administrative Requirements and Mandatory Requirements Stage 2: Functionality Stage 3: Price Stage 4: Risk analysis

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause number	Tender Data
F3.11.1	Stage 1 – Administrative Requirements and Mandatory Requirements Stage 1A – Administrative Requirements 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 and compulsory bid forms (SBD Forms 1, 4 & 6.1). f) Proof of Central Supplier Database (CSD) Registration Report or MAAA number. g) Filled and signed POPIA act consent form Stage 1B – Mandatory Requirements During this stage, the Tenderer will be evaluated on responsiveness under mandatory requirements. <u>If any of the following requirements are not adhered to it will lead to disqualification, unless specifically stated non-mandatory in this list.</u> 1) Valid Workman's Compensation Commissioner - Letter of Good Standing (COIDA) 2) Record of Addenda to Tender Documents. 3) 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. 4) Attendance Register at Clarification Meeting. 5) Submission of an electronic copy in a form of USB with original Tender submission. 6) Valid CIDB Grading of 4CE or Higher

Contractor

Witness 1

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Employer

Witness 1

Witness 2

T1.2.7

April 2024

F3.11.2

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 of similar work in the past 10 years.	40
Schedule 2: Experience of Key Personnel and Project Team	45
Schedule 3: Specific Plant and Equipment	10
Schedule 4: Quality Management System	5
Maximum possible score for quality (M_s)	100

During this stage, the Tenderer will be evaluated according to the Functionality Criteria stipulated below:

Criteria	Max Points
1. Company Experience: Attach both appointment letters and completion letters from Clients for sealing and repair of concrete reservoirs with capacity equal to 1 ML or higher. All projects to be considered shall be projects completed within the last 10 years. 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.	(40)
No appointment and completion letters attached	0
One (1) to Two (2) appointment and completion letter attached	15
Three (3) to Four (4) appointment and completion letters attached	30
Five (5) or more appointment and completion letters attached	40
2. Experience of Key Personnel and Project Team: 2.1.1 Technical Skill: Site Agent (Qualification) A Site Agent with a National diploma in Civil Engineering (Minimum NQF Level 6) Please attach Certified copies of Certificates and Qualification. NB: Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 6 or higher	(10)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	No Proof of Qualifications for Site Agent attached	0
	Proof of Qualifications for Site Agent attached	10
2.1.2 Technical Skill: Site Agent (Experience) The Site Agent has experience in projects related to sealing and repair of concrete reservoirs with capacity equal to 1 ML or higher. Attach Comprehensive CV with contactable references		(10)
	Zero (0) projects or no CV attached	0
	One (1) to Three (3) projects	5
	Four (4) or more projects	10
2.2.1 Technical Skill: Foreman (Qualifications) A Foreman with Grade 12 or N3 (Minimum NQF Level 3) Please attach Certified Copies of Certificates and Qualification. N.B: Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 2 minimum		(5)
	No Proof of Qualifications for Foreman attached	0
	Proof of Qualifications for Foreman attached	5
2.2.2 Technical Skill: Foreman (Experience) The Foreman has experience in projects related to sealing and repair of concrete reservoirs Attach Comprehensive CV with contactable references		(10)
	Zero (0) projects or no CV attached	0
	One (1) to Three (3) projects	5
	Four (4) or more projects	10
2.3.1 Technical Skill: Health and Safety Practitioner (Qualification) The Health and Safety Practitioner with a minimum of Diploma in Safety Management or Diploma in Environmental Health/ Science/ Management, NQF Level 6 minimum. Professional registration with SACPCMP Please attach Certified Copies of Both Certificates and Qualification. N.B: Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 6 minimum.		(5)

Contractor

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Employer

Witness 1

Witness 2

Clause number	Tender Data	
	No Proof of Qualifications and Professional Registration for Health and Safety Practitioner attached	0
	Proof of Qualifications and Professional Registration for Health and Safety Practitioner attached	5
	2.3.2 Technical Skill: Health and Safety Practitioner (Experience)	
	Should demonstrate capacity in terms of experience on construction related projects.	(5)
	Attach Comprehensive CV with contactable references	
	Zero (0) projects or no CV attached	0
	Three (3) or more projects	5
	3. Specific Plant and Equipment	
	Bidders to submit Proof of ownership or proof of intention to lease/rent the plant. Vehicle registration documentation to be attached.	(10)
	Please attach Certified Copies of Vehicle Registration Certificates.	
	1 x LDV	5
	Small equipment (80 mm Water Pump, Scaffolding, Pressure Washing Machine, Generator)	5
	4. Quality Management System	(5)
	Provision of valid Quality Management System	
	Not attached / No QMS system in place	0
	ISO9001 Certificate or other proof of in-house QMS system.	5
	Max points	100
	NB: Minimum Functionality of 70 points in order to qualify for the next stage of Evaluation.	
	Any tenderer that does not meet a minimum score of 70 points for functionality will not be considered.	

Contractor

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Employer

Witness 1

Witness 2

Clause number	Tender Data																												
F.3.11.3	Stage 3 – Price 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: <table border="1"> <thead> <tr> <th>CRITERIA</th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>Price</td> <td>80</td> </tr> <tr> <td>Specific Goal</td> <td>20</td> </tr> <tr> <td>TOTAL</td> <td>100 points</td> </tr> </tbody> </table> SPECIFIC GOAL: B-BBEE status level of contributor 1 to 8 NB: Bidders to submit the following as proof of B-BBEE status level of contributor: - A valid B-BBEE status level certificate issued by an authorised body or person. - A valid sworn affidavit as prescribed by the B-BBEE Codes of Good Practice Points to be allocated as per the following: <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th> <th>Number of points (80/20 system)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20</td> </tr> <tr> <td>2</td> <td>18</td> </tr> <tr> <td>3</td> <td>14</td> </tr> <tr> <td>4</td> <td>12</td> </tr> <tr> <td>5</td> <td>8</td> </tr> <tr> <td>6</td> <td>6</td> </tr> <tr> <td>7</td> <td>4</td> </tr> <tr> <td>8</td> <td>2</td> </tr> <tr> <td>Non-compliant contributor</td> <td>0</td> </tr> </tbody> </table>	CRITERIA	POINTS	Price	80	Specific Goal	20	TOTAL	100 points	B-BBEE Status Level of Contributor	Number of points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
CRITERIA	POINTS																												
Price	80																												
Specific Goal	20																												
TOTAL	100 points																												
B-BBEE Status Level of Contributor	Number of points (80/20 system)																												
1	20																												
2	18																												
3	14																												
4	12																												
5	8																												
6	6																												
7	4																												
8	2																												
Non-compliant contributor	0																												

Contractor

Witness 1

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Employer

Witness 1

Witness 2

Clause number	Tender Data
F.3.11.4	Stage 4 – Risk Analysis In addition to the evaluation of Responsiveness and Functionality, a risk analysis will be performed on the highest-ranking tenders to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer. Bid offer will only be accepted if: a) The Bidder has submitted, with the offer, all relevant documentation as required in stage 1B b) The bidder or any of its directors is not listed on the register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. c) The Bidder has not: i) Abused the Employer's Supply Chain Management System or ii) Failed to perform on any previous contract d) The Bidder has proved track record in similar works (employers will be contacted to prove track record)
F.3.16.1	Notice to successful and unsuccessful tenderers. Add the following to the clause: 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. 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.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.

END OF SECTION

Contractor

Witness 1

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Employer

Witness 1

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T1.2.12

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MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 1: TENDER

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

Contractor

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Employer

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T1.2.13

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MAGALIES WATER

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SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

STANDARD CONDITIONS OF TENDER

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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

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MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

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.

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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.

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

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

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

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

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offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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.

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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 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 comply with requirements.

2.3 Check documents

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

2.4 Confidentiality and copyright of documents

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

2.5 Reference documents

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

2.6 Acknowledge addenda

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

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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.

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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

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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.

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.

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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.

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.

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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;
- 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.

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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

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

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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.

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

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- 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
- 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

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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.
- b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.

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- 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

N_p 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 (T_{EV}) 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

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.

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- 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: NFO 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

N_q 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.

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- 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
1	Highest price or discount	$\left(1 + \frac{(P - P_m)}{P_m}\right)$	P/P_m

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Witness 2

Employer

Witness 1

Witness 2

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.

3.13 Acceptance of tender offer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

April 2024

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 1: TENDER

**Section T2
Returnable Documents**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2
April 2024



MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

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	Employer	Witness 1	Witness 2
T2.1			April 2024		

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 1: TENDER

**Section T2.1
List of Returnable Documents**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2
April 2024

MAGALIES WATER

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

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 **4CE** 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**).
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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.1

April 2024



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

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 1: TENDER

Section T2.2 Returnable Schedules

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2
April 2024

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

RETURNABLE SCHEDULES

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Witness 2

Employer

Witness 1

Witness 2

T2.2. 1

April 2024



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Contractor

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Witness 2

Employer

Witness 1

Witness 2

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his tender in any way, 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.

[illegible]

Date :

Page 10 of 10

Page 10 of 10

Witness 2

T2.2.2: SBD 1 - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	RFB/MW/316/2025-26		CLOSING DATE:	31 October 2023		CLOSING TIME:	12:00
DESCRIPTION	SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 38 HEYSTEK STREET, RUSTENBURG							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Patience Nkwale			CONTACT PERSON	Tumelo 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			E-MAIL ADDRESS	tenders@magalieswater.co.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]		
	☐ Yes ☐ No				☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B

 Contractor	 Witness 1	 Witness 2	 Employer	 Witness 1	 Witness 2
---------------------------	--------------------------	--------------------------	-------------------------	--------------------------	--------------------------

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	State Employee Number / Persal Number

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SBD 4

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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.

.....
Contractor

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2

SBD4

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS
1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND
COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS
DECLARATION PROVE TO BE FALSE.

SIGNED ON BEHALF OF TENDERER	DATE:
POSITION	NAME OF BIDDER


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

T2.2.4: MBD 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 2017

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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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:


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

or

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

or

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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 B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 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 B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor 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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (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.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

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

T2.2.7: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Name of contact person for the purpose of this tender:

Email: **Postal address:**

.....

Telephone: **Physical address**

Fax:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number:

Section 4: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 5: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director or voting members of a company established in terms of the Companies Act, 2008 (Act 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984), who jointly and severally with his other partners, co-directors or co-members, as the case may be, bears the risk of business and takes responsibility for the management and liabilities of the partnership, company, or close corporation

Full name of principal	Identity number	Personal income tax reference number	State employee number / Personal number

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Attach separate page if necessary

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| ☐ a member of any municipal council | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | |

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

- ☐ Yes
- ☐ No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that:

- neither the name of the tendering entity or any of its principals appears on:
 - the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004
 - National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment;
- the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- vi. has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
vii. the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise name

NOTE: 1

The CIDB Standard Conditions of Tender prohibits anticompetitive practices (clause F1.1.1) and requires that tenderers avoid conflicts of interest (clause F.1.1.2), only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (F2.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause F.13.1). Clause F.3.7 also empowers the Employer to disqualify any tenderer who engage in fraudulent and corrupt practice. Clause F1.1.1 also requires tenderers to comply with all legal obligations.

NOTE: 2

Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act (Act No. 12 of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 3

The Competitions Act (Act 89 of 1998) prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. It also prohibits restrictive vertical practices

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

2025

The Director / CEO Name and Surname.

Witnesses _____
(Signature)

Witnesses _____
(Signature)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.9: CERTIFICATE OF AUTHORITY OF SIGNATORY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

All signatories, **including sole proprietors**, shall confirm their authority by **attaching to this page of this tender** a duly signed and **dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be

(I) Certificate for Company

I,, chairperson of the Board of Directors of

....., hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with the tender for **CONTRACT BW/236/WB/16** and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(II) **Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as

..... hereby authorize Mr/Ms , acting in the capacity of

....., to sign all documents in connection with
the tender for Tender **CONTRACT BW/236/WB/16** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(III) **Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as,
....., hereby authorize Mr/Ms
, acting in the capacity of , to sign all documents in
connection

with the tender for Tender **CONTRACT BW/187/WB/12** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all key partners upon who rests the direction of the affairs of the partnership as a whole.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(IV) **Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms . . .

....., authorized signatory of the company

....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

Note : *This certificate is to be completed and signed by all key partners upon who rests the direction of the affairs of the Joint Venture as a whole.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(V) **Certificate for Sole Proprietor**

I,, hereby confirm that I am the sole owner of the

Business trading as

.....

Signature of sole owner: **Date:**

.....

As Witnesses:

1..... **Date:**

2. **Date:**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.10: CERTIFIED COPY OF LETTER OF GOOD STANDING WITH THE
COMPENSATION COMMISSIONER OR WITH A LICENSED
COMPENSATION INSURER**

The Tenderer must attach hereto certified copy of Letter of good standing with Compensation Commissioner or with a licensed compensation insurer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.11: PRO-FORMA CERTIFICATE OF INSURANCE COVER

Note to tenderer:

In the event of the tenderer being a joint venture/consortium the following details of the individual members must also be provided after award of Contract.

The tenderer shall provide the following details of this insurance cover:

1. Name of Tenderer:

2. Period of Validity:

3. Value of Insurance:

(a) Insurance for Works and Contractor's Equipment:

Company:

Value:

(b) Insurance for Contractor's Personnel:

Company:

Value:

(c) General Public Liability:

Company:

Value:

(d) South African Special Risks Insurance Association

(SASRIA):

Company:

.....

Value:

.....

Tenderer/(Authorized Signatory Signature):

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.12: FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report.

TENDERER'S TAX DETAILS

Tenderer's VAT vendor registration number :

.....

Tenderer's SARS tax reference number :

.....

DETAILS OF TENDERING ENTITY'S BANK

If the tenderer is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference :

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER		
Name of bank		Contact person	
Branch name			
Branch code			
Street address			
Postal address			
Telephone number ()		Fax number	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Account number	
Type of account, (i.e. cheque account)	

--	--

SIGNATURE OF TENDERER

DATE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



T2.2.13: CERTIFIED COPY OF FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.14: REGISTRATION CERTIFICATE / AGREEMENT /POWERS OF ATTORNEY / ID DOCUMENT (IF APPLICABLE)

Important note to Tenderer: Registration Certificates for Companies, Close Corporation and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID Document for Sole Proprietor, all as referred to in the foregoing forms and in T2.2.15 must be inserted here.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.15: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B- BBEE) STATUS LEVEL CERTIFICATES

1. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
2. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 BBEE.
3. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification certificate for every separate bid.
4. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.16: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? **YES / NO**
2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

3. Does the Contractor have a health and safety policy? (If yes, provide a copy). **YES / NO**
How is this policy communicated to all employees?

4. Does the Contractor keep records of safety aspects of each construction site? **YES / NO**
If yes, what records are kept?

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? **YES / NO**

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? **YES / NO**
If yes, please explain his duties and provide a copy of his CV.

7. Does the Contractor have trained first aid employees? If yes, indicate who. **YES / NO**

8. Does the Contractor have a safety induction training programme in place? **YES / NO**
(If yes, provide a copy).

Signature of Tenderer

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.17: PROPOSED SUB-CONTRACTORS

The tenderer shall list below any subcontractors he intends to employ to carry out part(s) of the Works.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

Company	Portion of Contract	Approx. Value

Signature of Tenderer

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.18: FUNCTIONALITY CRITERIA AND POINTS CLAIMED

1. Points for Functionality Threshold

Description			Section number	No of Points	
				Maximum	Claimed
Specific project applicable expertise	Infrastructure of Firm	Experience Similar Projects	T2.40-45	40	
	Project Team	Experience of Key Personnel	T2.48-58	45	
	Plant & Equipment	Specific Plant and Equipment	T2.46-47	10	
	Quality Management System	ISO 9001	T2.59	5	
	Total (Specific project applicable expertise)		Weight	100	

Note: The minimum number of evaluation points for functionality is 70

Bidder(s) failing to attain the minimum functionality points will not be considered any further, and the bid(s) will be deemed as non-responsive.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

April 2024



T2.2.19: EXPERIENCE OF THE TENDERER OF SIMILAR WORK IN THE PAST 7 YEARS

The experience of the tenderer as a company of similar work in the past 7 years will be evaluated.

The information shall be within the previous 7 years and may include contracts that have been completed in terms of the contract and whose defects liability period has not yet expired.

Tenderers should provide an appointment letter or purchase order or completions certificates for each tender done in the last seven years.

The description should be put in tabular form with the following headings and attach it to this document.

Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Contactable reference ¹	Name of employer / main contractor	Description of main contract / subcontract and location stating clearly the type of services constructed ²	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date

¹ Name, Telephone, Email (if available) and Name of organisation
² Contract involved (description of the nature of the work performed by the tenderer):

ContractorWitness 1Witness 2EmployerWitness 1Witness 2



The following information must be contained in each appointment letter for it to qualify for points as prescribed above:

1. Company Experience: Attach both appointment letters and completion letters from Clients for sealing and repair of concrete reservoirs with capacity equal to 1 ML or higher. All projects to be considered shall be projects completed within the last 10 years. 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.		(40)
	No appointment and completion letters attached	
	One (1) to Two (2) appointment and completion letter attached	
	Three (3) to Four (4) appointment and completion letters attached	
	Five (5) or more appointment and completion letters attached	

NB: Both appointment letter and completion certificate to be submitted. If only appointment letter is submitted, such submission will not be considered. The Tenderer must attach hereto copy of with Completed Completion Certificates. Failure to attach the Completed Completion Certificates will be taken to indicate that the Tenderer has no experience in this nature of work.

--	--

Signature of Tenderer

Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

T2.2.20: PRESENT COMMITMENTS

Employer	Consulting Engineer *	Nature of Works	Value of Works	Duration and Completion Date

* State firm, contact person and telephone number

Signature of Tenderer : _____ Date : _____

Contractor

Witness 1

Witness 2

T2.40

Employer

Witness 1

Witness 2

T2.2.21: LABOUR UTILISATION

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications

1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities :

- a) Supervision;
- b) maintaining discipline;
- c) ensuring safety on the workplace;
- d) being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities :

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) giving out work to other employees under his control and supervision;
- c) ensuring safety on the workplace;
- d) maintaining discipline; and
- e) being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

3. Artisan

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.41

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. Team Leader

An employee engaged in any one or more of the following activities :

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) giving out work to other employees under his control and supervision;
- c) maintaining discipline;
- d) being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

Contractor

Witness 1

Witness 2

T2.42

Employer

Witness 1

Witness 2

MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Site Agent		
2. Foreman/Supervisors (specify type)		
2.1		
3. Safety Inspectors (specify type)		
3.1		
3.2		
4. Charge hands		
5. Artisans		
6. Operators/Drivers		
7. Clerks/Storeman		
8. Team Leader		
9. Skilled Labour		
10. Semi-skilled Labour		
11. Unskilled Labour		

Signature of Tenderer

Date

Contractor

Witness 1

Witness 2
T2.43

Employer

Witness 1

Witness 2

T2.2.22: SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contractor's Site Agent _____						
Contractor's Foremen _____						
Construction Health and Safety Officer _____						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.44

Tenderers shall indicate the percentage of working time these persons will be engaged on site.
Tenderers are required to provide copies of curriculum vitas of all supervisory and safety personnel.

Specific knowledge: Names of various employees occupying the positions above must be stated,
CVS and certified copies of qualifications must be attached in order to qualify for points.
Construction Team Key Personnel

Criteria		Max Points
2. Experience of Key Personnel and Project Team:		
2.1.1 Technical Skill: Site Agent (Qualification) A Site Agent with a National diploma in Civil Engineering (Minimum NQF Level 6) Please attach Certified copies of Certificates and Qualification. NB: Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 6 or higher		(10)
	No Proof of Qualifications for Site Agent attached	0
	Proof of Qualifications for Site Agent attached	10
2.1.2 Technical Skill: Site Agent (Experience) The Site Agent has experience in projects related to sealing and repair of concrete reservoirs with capacity equal to 1 ML or higher. Attach Comprehensive CV with contactable references		(10)
	Zero (0) projects or no CV attached	0
	One (1) to Three (3) projects	5
	Four (4) or more projects	10
2.2.1 Technical Skill: Foreman (Qualifications) A Foreman with Grade 12 or N3 (Minimum NQF Level 3) Please attach Certified Copies of Certificates and Qualification. N.B: Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 2 minimum		(5)
	No Proof of Qualifications for Foreman attached	0

Contractor

Witness 1

Witness 2

T2.45

Employer

Witness 1

Witness 2

	Proof of Qualifications for Foreman attached	5
2.2.2 Technical Skill: Foreman (Experience)		(10)
The Foreman has experience in projects related to sealing and repair of concrete reservoirs		
Attach Comprehensive CV with contactable references		
	Zero (0) projects or no CV attached	
	One (1) to Three (3) projects	5
	Four (4) or more projects	10
2.3.1 Technical Skill: Health and Safety Practitioner (Qualification)		(5)
The Health and Safety Practitioner with a minimum of Diploma in Safety Management or Diploma in Environmental Health/ Science Management, NQF Level 6 minimum.		
Professional registration with SACPCMP		
Please attach Certified Copies of Certificates and Qualification.		
N.B: Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 6 minimum.		
	No Proof of Qualifications and Professional Registration for Health and Safety Practitioner attached	0
	Proof of Qualifications and Professional Registration for Health and Safety Practitioner attached	5
2.3.2 Technical Skill: Health and Safety Practitioner (Experience)		(5)
Should demonstrate capacity in terms of experience on construction related projects.		
Attach Comprehensive CV with contactable references		
	Zero (0) projects or no CV attached	
	Three (3) or more projects	5

Note: Certification stamps must be original, not older than 3 months and valid until the date of close of tender.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signature of Tenderer : _____ Date : _____

Contractor

Witness 1

Witness 2

T2.46

Employer

Witness 1

Witness 2

Resources: CV Template

PROPOSED POSITION ON CONTRACTORS TEAM:

Name:
Profession:
Date of Birth:
Parent Firm:
Position in Firm: Indicate if Director, Senior Contract or Contract Manager, Site Agent, Engineer etc.
.....
Years with Firm:
Nationality:
Tertiary Education (and year obtained; degree, diploma, certificate, trade tests, apprenticeships, etc.):
Professional Accreditation (and year obtained):
Years of Relevant Experience:

Languages: Please indicate first language. If the first language is not English, please indicate proficiency in English. In other languages, including South African indigenous languages, please show speaking, reading and writing ability.

	Speaking	Reading	Writing
English			
Countries of Work Experience			

KEY QUALIFICATIONS

Under this heading, outline the staff member's qualifications, trade and training, and relevance to the work to be performed by him/her on the team.

RELEVANT EXPERIENCE

Describe degree of responsibility held by proposed key personnel on a relevant previous assignments/ projects, as per the table here below.

Project Details					Proposed Key Resource's Involvement Details		
Project Title	Project Start Date	Project End Date	Project Value	Project Description	Project Location (Country and Reference Town)	Position Held	Duration of your involvement

SUMMARY OF OTHER EXPERIENCE

Under this heading, list the project, positions held by staff members since qualifying / graduation, giving dates, names of employing organisations, location, project description, the value of construction projects, project duration, and duration of the project.

Project Details					Proposed Key Resources Involvement Details		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Project Title	Project Start Date	Project End Date	Project Value	Project Description	Project Location (Country and Reference Town)	Position Held	Duration of your involvement

REFERENCES

Provide details of references that may be contacted: Company, Person Name, Contact No. Email address.

Declaration:

I confirm that the above information in the CV accurately describes my experience and qualifications and that, at the time of signature, I am available and will serve in the position indicated for me in the Bid document No. RFB/MW/XXX/2022-23.

Signature of Staff Member

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.23: SPECIFIC PLANT AND EQUIPMENT

3. Specific Plant and Equipment Bidders to submit Proof of ownership or proof of intention to lease the plant. Vehicle registration documentation to be attached. Please attach Certified Copies of Vehicle Registration Certificates.		(10)
	1 x LDV	5
	Small equipment (80 mm Water Pump, Scaffolding, Pressure Washing Machine, Generator)	5

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER	DATE:
POSITION	NAME OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.24: QUALITY MANAGEMENT SYSTEM

The tenderer must submit Proof of Certification with ISO 9001

4. Quality Management System		(5)
Provision of valid Quality Management System		
☐	Not attached / No QMS system in place	0
☐	ISO9001 Certificate or in progress letter or other proof of in-house QMS system.	5

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

--	--

POSITION

NAME OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.25: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER	DATE:
POSITION	NAME OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

T2.2.26: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

(tenderer)..... of

(address).....

..... was represented by the person(s) named

below at the compulsory meeting held for all tenderers at (location).....

..... on (date)..... starting at (time)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the Site of the Works and its surroundings and / or matters incidental to doing the work specified in the Tender Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender. I / We also acknowledge that I / we have examined the Site Data made available by the Employer (including borehole cores and related information).

Particulars of person(s) attending the meeting:

Name: Signature: Capacity:

Name: Signature:
Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature: Capacity:
..... Date and Time:

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 2: CONTRACT

Part C1
Agreements and Contract Data

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR
AGREEMENTS AND CONTRACT DATA

INDEX

Section	Description	Page No
SECTION C1.1	FORMS OF OFFER AND ACCEPTANCE.....	C1.1
SECTION C1.2	CONTRACT DATA.....	C1.2
SECTION C1.3	PRO-FORMA PERFORMANCE GUARANTEE.....	C1.3
SECTION C1.4	ADDITIONAL CONDITIONS OF CONTRACT.....	C1.4

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 2: CONTRACT

**Section C1.1
Form of Offer and Acceptance**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

FORM OF OFFER AND ACCEPTANCE

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 below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

..... (in words); 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 to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Signatures

Name(s)

Capacity

for the Tenderer

(Name and address of organisation)

**Name & signature
of witness 1**

Date

**Name & signature
of witness 2**

Date

Notes:

- The above to be completed by the **Tenderer**.
- Should the tenderer be a joint venture, the signatures of both parties are required)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 T1	Tendering Procedures
Part T2	Returnable Documents
Part C1	Agreements and Contract Data, (which includes this Agreement)
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 Parts C1 to C4 above.

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the 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 days of the date of such receipt

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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.

Signatures	_____	_____
Name(s)	_____	_____
Capacity	_____	_____
for the Employer	_____	
	(Name and address of organisation)	
Name & signature of witness 1	_____	Date _____
Name & signature of witness 2	_____	Date _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SCHEDULE OF DEVIATIONS

Notes :

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. **Subject**

Details.....

2. **Subject**

Details.....

3. **Subject**

Details.....

4. **Subject**

Details.....

5. **Subject**

Details.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. Subject

Details.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and 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:

Signatures

Name(s)

Capacity

for the Employer

(Name and address of organisation)

**Name & signature
of witness 1**

Date

**Name & signature
of witness 2**

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FOR THE EMPLOYER:

Signatures _____

Name(s) _____

Capacity _____

for the Employer _____
(Name and address of organisation)

Name & signature of witness 1 _____ **Date** _____

Name & signature of witness 2 _____ **Date** _____

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 2: CONTRACT

**Section C1.2
Contract Data**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

April 2024

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

CONTRACT DATA

Part C1.2 CONTRACT DATA

C1.2.1.1 General Conditions of Contract

Clause 1.2.1.1:	The Conditions of Contract are the FIDIC Conditions of Contract for Construction (1st Edition, 1999), (short title "FIDIC Red Book" or "FCCC"). Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011- 805-5947, Fax: 011-805-5971, E-mail: civilinfo@saice.org.za). The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the FIDIC Conditions of Contract for Construction (1st Edition, 1999) to the extent specified below and shall take precedence and shall govern. Each item of data given below is cross-referenced to the clause in the FIDIC Conditions of Contract for Construction (1st Edition, 1999) to which it mainly applies.
-----------------	--

C1.1.2 Data provided by the Employer

Clause 1.1.1.3:	Letter of Acceptance shall read the same as Form of Acceptance.
Clause 1.1.1.4:	Letter of tender shall be read as the same as C1.1.1 OFFER.
Clause 1.1.2.2:	The Employer is the Magalies Water as represented by: GM: Projects and Engineering

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.1

April 2024

Clause 1.3 The address of the Employer is:

Address	Heystek street 38, Rustenburg, 0299
Postal Address	Heystek street 38, Rustenburg, 0299
Tel No	014-597 4636
Fax No	014-597 4635
Contact person	SUPPLY CHAIN
e-mail	temders@magalieswater.co.za

Clause 1.1.3.3: The **time for achieving Practical Completion**, from the Commencement Date is **one (1) month**. The period as stated in 8.1, and the 7 days referred to in 8.1, are included in the above time for achieving Practical Completion. The special non-working days as stated in 6.5 are excluded from the above time for achieving Practical Completion.

Clause 1.1.3.7: The **Defects Liability Period**, from the date of the Certificate of Completion, is **1 Year**.

Clause 1.1.4.11: **Retention Money:**

- The percentage retention on the amounts due to the Contractor is 10%, until the Taking-over certificate is issued where after it will reduce to 5% until completion of Defects Notification Period.
- The "retention money" limit is 5% of the Contract Sum.
- Should the Contract Price exceed the Contract Sum, then the limit of "retention money" is 5% of the Contract Price.

Interest will not be paid on retention withheld by the Employer.

Clause 2.1: The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.

Clause 4.2: Security (Performance Guarantee): Delete the word "selected" and replace it with "stated". The liability of the Performance Guarantee shall be as per the following table:

Value of Contract (incl. VAT)	Performance Guarantee Required
Less than or equal to R 1m	Nil
Greater than R 1m and less than or equal to R 10m	5% of the Contract Sum
Greater than R 10m	10% of the Contract Sum

Clause 6.5: The **non-working days** are **Saturdays and Sundays**.

The **special non-working** days are:

- All statutory holidays as declared by National or Regional Government.
- The Contractor's year-end break:
- Commencing on the first working day after 15 December.
- Work resumes on the first working day after 5 January of the next year.

Normal working hours 07:00 – 17:00

Clause 8.1: The documentation required before commencement with Works execution are:

- Health and Safety Plan (Refer to Clause 4.8)
- A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 1.13)
- Initial programme (Refer to Clause 8.3)
- Security (Refer to Clause 4.22)
- Insurance (Refer to Clause 18)
- Performance Guarantee (Refer to Clause 4.2)

Approval to commence construction work (from DoL) in terms of OHS Act (Refer to Clause 8.1 below)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause 8.1:	The time to submit the documentation required before the commencement of Works is 14 days .
Clause 8.1:	Add the following paragraph: "If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer's Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit."
Clause 8.2:	The requirements for achieving Practical Completion will be determined by the Employer's Agent (in consultation with the Contractor) and recorded in the first Site Meeting / Handover Meeting minutes. (Refer to 1.1.3.3 for a generic definition.) The requirements are to be regularly reviewed with respect to any variations to the Contract.
Clause 8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum: Not Required .
Clause 8.6.1.2:	SASRIA Coupon Policy for Special Risks to be issued in joint names of MW and Contractor for the full value of the works (including VAT). 18.1 The limit of indemnity for liability insurance: R 4,000,000 .
Clause 8.7:	The penalty for failing to complete the Works is 0.01% of the Contract Sum per calendar day
Clause 11.10:	The latent defect period is 10 years for civil and structural engineering works, commencing on the Day after the date of issue of the Performance Certificate. The latent defect period is 3 years for mechanical and electrical engineering works, commencing on the Day after the date of issue of the Performance Certificate.
Clause 13.8:	Adjustments for changes in Cost: The amounts payable to the contractor shall be adjusted for rises or falls (fluctuations) in the cost of labour, plant and materials, equipment, fuel and other inputs to the works by the addition or deduction of the amounts determined by the formulae prescribed in this sub-clause. • There will be no escalation for provisional sums. • Statistics SA Publication P0151.1, Table 1 - Contract price adjustment provisions (CPAP) work group indices 170 – Mechanical Services shall be used as the index. • The base month will be when the tender's original validity (84 days) expires. • The Index shall be based on December 2023 = 100. • Value-added tax is not included in the CPAP tables of indices. The adjustment to be applied to the amount otherwise payable to the contractor, as valued in accordance with the appropriate schedule and certified in payment certificates, shall be determined from formulae for each of the currencies in which the contract price is payable. No adjustment is to be applied to work valued on the basis of cost or current prices. Prices indicated in the BOQ (Section A & B) will be maintained for the full duration of the tender validity plus 12 Months. Escalation will be determined at intervals of 12 months from the start date of the tender (i.e. year 2), with the BOQ rates being escalated using the following formula: $Rate(new) = Rate(old) \times \frac{Index170(current) - Index170(base)}{Index170(base)}$ Each escalation will be held for 12 months, after which a revised escalation is calculated and applied to works for the following 12 months and repeated until the end of the contract period.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause 14.1(c):	The Pricing Strategy is by Re-measurement Contract .														
Clause 14.5:	The percentage advance on materials not yet built into the Permanent Works is 80% , subject to proof of ownership by the Contractor or proof of a session.														
Clause 18.1:	Furthermore, the insurance cover effected by the Contractor shall meet the following requirements: Third Party Insurance (Public Liability) - Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: R 5,000,000. - Consequential loss to be covered by policy: Yes - Liability section of policy to be extended to cover blasting: Yes. - Maximum excess per claim or series of claims arising from any occurrence: R50,000. Principal's own surrounding Property Insurance - Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to Magalies Water's own surrounding property: R1.000,000. - Maximum first excess: R 20,000. Insurance of Works - Minimum amount for additional removal of debris (no damage): R100,000. - Minimum amount for temporary storage of materials off-site, excluding Contractor's own premises: R 500,000. - Minimum amount for transit of materials to site: R 1,000,000.														
Clause 18.1:	Approval by Employer: At the end of the sub-clause, add the following paragraph: "Except where otherwise provided in the Special Conditions of Contract, the insurance cover effected by the Contractor in terms of this clause shall not carry a first loss amount greater than those set out below: <table border="1"> <thead> <tr> <th>Contract Price</th><th>First Loss</th></tr> </thead> <tbody> <tr> <td>Less than R 100,000</td><td>R 5,000</td></tr> <tr> <td>R 100,000 to R 500,000</td><td>R 10,000</td></tr> <tr> <td>R 500,000 to R 1,000,000</td><td>R 20,000</td></tr> <tr> <td>R 1,000,000 to R 2,000,000</td><td>R 30,000</td></tr> <tr> <td>R 2,000,000 to R 4,000,000</td><td>R 40,000</td></tr> <tr> <td>Greater than R 4,000,000</td><td>R 50,000</td></tr> </tbody> </table> The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 project time cannot take place without the prior written approval of the Employer."	Contract Price	First Loss	Less than R 100,000	R 5,000	R 100,000 to R 500,000	R 10,000	R 500,000 to R 1,000,000	R 20,000	R 1,000,000 to R 2,000,000	R 30,000	R 2,000,000 to R 4,000,000	R 40,000	Greater than R 4,000,000	R 50,000
Contract Price	First Loss														
Less than R 100,000	R 5,000														
R 100,000 to R 500,000	R 10,000														
R 500,000 to R 1,000,000	R 20,000														
R 1,000,000 to R 2,000,000	R 30,000														
R 2,000,000 to R 4,000,000	R 40,000														
Greater than R 4,000,000	R 50,000														
Clause 20.2:	The number of members of the Adjudication Board to be appointed: 1, one. The parties shall jointly appoint a Dispute Adjudication Board.														
Clause 20.6	Failing ad-hoc adjudication, the determination of disputes shall be by arbitration.														

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1.2 CONTRACT DATA: DATA PROVIDED BY THE CONTRACTOR

Clause 1.2.1.1: The Conditions of Contract are the FIDIC Conditions of Contract for Construction (1st Edition, 1999), (short title "FIDIC Red Book" or "FCCC"). Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011- 805-5947, Fax: 011-805-5971, E-mail: civilinfo@saice.org.za).
The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the FIDIC Conditions of Contract for Construction (1st Edition, 1999) to the extent specified below and shall take precedence and shall govern.
Each item of data given below is cross-referenced to the clause in the FIDIC Conditions of Contract for Construction (1st Edition, 1999) to which it mainly applies.

Clause 1.1.1.9: The legal name of the *Contractor* is (Name):

Clause 1.2.1.2: The Contractor's address:

Address	
Postal Address	
Tel No	
Fax No	
Mobile No	
Contact person	
E mail address	

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 2: CONTRACT

**Section C1.3
Pro-forma Performance Guarantee**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

April 2024



MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1.3: PRO FORMA PERFORMANCE GUARANTEE

(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 Number (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: - 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Guarantor

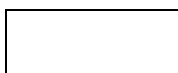
Guarantor Signatories(s)

Name(s) (printed)

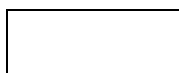
Witness(s)

Guarantor's stamp

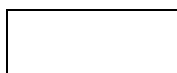
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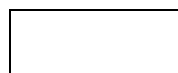
Contractor



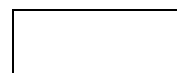
Witness 1



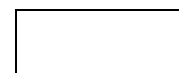
Witness 2



Employer



Witness 1



Witness 2

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 2: CONTRACT

**Section C1.4
Additional Conditions of Contract**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

April 2024

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

CONTRACT DATA

Part C1.4 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.1.1 General Conditions of Contract

Clause	The Conditions of Contract are the FIDIC Conditions of Contract for Construction (1st Edition, 1999), (short title "FIDIC Red Book" or "FCCC"). Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011- 805-5947, Fax: 011-805-5971, E-mail: civilinfo@saice.org.za).
1.2.1.1:	The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the FIDIC Conditions of Contract for Construction (1st Edition, 1999) to the extent specified below and shall take precedence and shall govern. Each item of data given below is cross-referenced to the clause in the FIDIC Conditions of Contract for Construction (1st Edition, 1999) to which it mainly applies.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4.1

April 2024

Clause 1.2.3.4: Full Time Equivalent (FTE) Employment Information

It is a condition of contract that the Contractor supplies the Employer's Agent's Representative with information in respect of the employment of all foremen, artisans and labour (skilled and unskilled) employed to work on this contract. The information required is:

- Initials (per ID doc)
- Last Name (per ID doc)
- ID Number
- Disability (y / n)
- Education Level

Level 1 Unknown	Level 2 No Schooling	Level 3 Grade 1-3	Level 4 Grade 4	Level 5 Grade 5-6
Level 6 Grade 7-8	Level 7 Grade 9	Level 8 Grade 10-11	Level 9 Grade 12	Level 10 Post Matric

- Category of Employment

Category A: Employed as Local Labour for this contract only
Category B: Temporarily employed by the Contractor
Category C: Permanently employed by the Contractor

In addition, the following information is required in respect of each person listed above on a monthly basis:

- Number of days worked during the month;
- Daily wage rate;
- Number of training days during the month.

The information is to be forwarded in a format acceptable to the Employer's Agent's Representative, but preferably in the form of an emailed EXCEL file (an original file, to be used as a template, will be issued to the Contractor). Contractors without computer facilities will be required to submit a hard copy of the information in a format as agreed to between the Contractor and the Employer's Agent's Representative.

In addition to the tax invoice, to be submitted by the Contractor with his monthly statement, the Employer reserves the right to withhold payment until the monthly FTE information has been forwarded to the Employer's Agent's Representative. No additional payment for complying with the above will be made and the Contractor is to make allowance for complying within the tendered rates for **manufacture/fabrication (item A.2 & B.2 on the bill of quantities)**.

Clause 1.2.3.5: Performance Monitoring of Service Provider

The Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Employer's Supply Chain Management Policy. Key Performance Indicators (KPIs) are specified in Part C3: Scope of Works or will be discussed and agreed upon with the Contractor before the commencement of the contract.

Clause 1.2.3.6: Expected Risks (Clause 17.3)

Pursuant to Clause 17.3 of the Conditions of Contract (FIDIC Red Book First Edition 1999), the Employer shall not be liable for the payment of standing time costs as a result of the occurrence of any of the "Excepted Risks" as defined under Clause 17.3.

However, the Employer shall reimburse the Contractor in respect to plant de-establishment and re-establishment costs as a result of "Excepted risks" when a written instruction to de-establish is issued to the Contractor.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAGALIES WATER

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SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 2: CONTRACT

**Part C2
Pricing Data**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

April 2024



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SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PRICING DATA

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2.	Quantities reflecting in the Bill	C2.1.1
3.	Pricing of the Bill of Quantities	C2.1.2
4.	Provisional Sums	C2.1.3
5.	Correction of Entries	C2.1.4
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9.	Defined terms	C2.1.4
10.	Units of Measurement.....	C2.1.5
PART C2.2	BILL OF QUANTITIES	
1.	Schedule	C2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART C2.3 SUMMARY

1. Schedule..... C2.3.1

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAGALIES WATER

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SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

C2.1 PRICING INSTRUCTIONS

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 and the Specifications.

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 particular 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. 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 making arrangements 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

computed at the relevant unit rates and prices, all in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications.

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 specifications, 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.

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, with the exception of 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.

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 actually 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.

5. CORRECTION OF ENTRIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

6. ARITHMETRICAL 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.

7. 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 actually carried out relates to the extent of the work to be done by the Contractor.

8. 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.

9. 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 Standardized, 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

10. UNIT 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
m ²	=	square metre
m ³	=	cubic metre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 2: CONTRACT

**Section C2.2
Bill of Quantities**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

April 2024



MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

C2.2: BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.2.1

April 2024

Bospoort Reservoir Leakage

Item No	Description	Unit	Qty	Rate	Amount
1.	Preliminary and General				
1.1	Contractual Requirements	Sum	1		
1.2	Site Establishment and De-Establishment	Sum	1		
1.3	Offices and storage Sheds	Sum	1		
1.4	Ablution & latrine facilities	Sum	1		
1.5	Occupational Health and Safety				
1.5.1	General safety (Fixed charges)	Sum	1		
1.5.2	Health & safety plan	Sum	1		
1.6	Plant, Equipment and Tools	Sum	1		
1.7	Accommodation and traveling	Sum	1		
1.8	Site Supervision	Sum	1		
1.9	Provision of Construction Method Statement prior to work commencing	Sum	1		
2.0	Geotechnical Investigations	Sum	1		
Total Carried Forward					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Bospoort Reservoir Leakage

Item No	Description	Unit	Qty	Rate	Amount
Brought forward					
2.	Bospoort Reservoir Leaks Repairs				
2.1	Temporary access structures and work platforms				
2.1.1	Access and platforms to locations as described as well as dismantling and removal at completion (heights assessed by contractor)	Lump Sum	1		
2.2	Surface and Structural Repair of Bospoort Reservoir				
2.2.1	Internal Wall Repairs				
	a) Wall Bandage/Membrane. (Cost to include removal of existing membrane, grind/clean substrate to prepare for new membrane, concrete Joint repairs, new membrane, Geotextile F25(A2)/Brimesh and water proofing)	M	1410		
	b) Wall to Floor Bandage/Membrane. (Cost to include removal of existing membrane, grind/clean substrate to prepare for new membrane, concrete Joint repairs, new membrane, Aquajoint SPX 120 80x80mm corner fillet, Hypalon bandage system 2mmx350mm and water proofing)	M	200		
2.2.2	Reservoir Floor Slab Repairs				
	a) Reservoir Floor Bandage. (Cost to include removal of existing membrane and epoxy, grind/clean substrate to prepare for new membrane, concrete Joint repairs, new membrane,PVC backing strip, Hypalon bandage system 2mmx350mm, Joint sealant and water proofing)	M	420		
Total Caried Forward					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Bospoort Reservoir Leakage

Item No	Description	Unit	Qty	Rate	Amount
Brought forward					
3.	Miscellaneous				
3.1	Supply and Replace DN 900 PN16 inlet butterfly valve	No.	1		
3.2	Refurbishment of an internal ladder system	No.	1		
3.3	Replacement of internal scour grids	No.	1		
3.4	Patch damaged external concrete base – perimeter	M	200		
4.	Acceptance Test				
4.1	Cleaning and disinfection	No.	1		
4.2	Filling up of the Reservoir (Water Supplied by Magalies water)	Prov sum	1		
5.	Commissioning and Handover	No.	1		
Sub-Total A:					
Add 5 % Contingencies:					
Sub-Total B:					
Add VAT (15%):					
Contract Price Carried Forward to Form Offer:					

SIGNATURE OF PERSON AUTHORISED TO SIGN THE TENDER:

DATE:

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 2: CONTRACT

**Part C3
Scope of Work**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

April 2024



MAGALIES WATER

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SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

SCOPE OF WORK

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END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAGALIES WATER

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SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 2: CONTRACT

**Section C3.1
Description of the Works**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

April 2024

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

DESCRIPTION OF WORK

1. Employer's Objectives

The Employer's objectives of the project are to undertake sealing and repair works on Bospoort Reservoir.

2. Overview of the Works

Bospoort Reservoir Leakage Scope of Work

No:	Task	Description
1	CLEANING OF RESERVOIR	- Sweep out existing sludge, debris and water - High pressure wash existing wall/floors to rid of excess dirt - Allow time to dry
2	WALL BANDAGE/MEMBRANE (APPROXIMATELY 1410m)	- Remove existing membrane from walls - Grind substrate to prepare for new membrane system - Allow for concrete, joint repairs - Allow for scaffold erection, disassembly - Apply membrane system to walls - Geotextile F25 (A2) / Brimesh / Similar SABS approved - Waterproofing slurry
3	WALL TO FLOOR BANDAGE (APPROXIMATELY 200m)	- Remove existing bandage, epoxy and corner fillet system - Grind/clean substrate to prepare for new bandage application. - Allow for concrete, joint repairs. - Apply new materials (wall to floor bandage system) - Aquajoint SPX 120 80x80mm corner fillet / Similar SABS approved - Hypalon bandage system 2MMX350MM / / Similar SABS approved
4	FLOOR BANDAGE (APPROXIMATELY 420m)	- Remove existing bandage and epoxy from floors - Grind/clean substrate to prepare for new bandage application. - Allow for concrete, joint repairs. - Apply new materials (floor bandage system) - Place PVC backing strip (size dependent on joint) - Hypalon bandage system 2MMX200MM / / Similar SABS approved - Joint sealant (dependent on joint)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5	MISCELLANEOUS	• Remove and install an internal ladder system • Remove and install internal scour grid • Patch damaged external base – perimeter, approximately 200m • Replace inlet DN 900 PN16 butterfly valve – Current valve not closing properly
6	GEOTECHNICAL STUDIES	• Appoint a Geotechnical specialist to conduct geotechnical investigations to assess differential settlement for reservoirs 1 and 2.

The Contractor's obligations shall also include strict compliance with Environmental specifications, legislation and regulations, and reports deemed to form part of this contract as well as any Occupation Health and Safety requirements.

3. Location of the Works

The project area is located within the Rustenburg Local Municipality, which is in the Bojanala District Municipality in the North West Province. The reservoir site can be accessed via the R510 Highway from Rustenburg towards Northam. The longitude and latitude co-ordinates for the reservoir site are 25°33'44.32"S and 27°20'17.75"E.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2.2

April 2024



MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 2: CONTRACT

**Section C3.2
Procurement**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PROCUREMENT

PROCUREMENT PRINCIPLES

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process. The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

- promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and
- enable risk, responsibilities and obligations to be clearly identified.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3.1

April 2024

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 2: CONTRACT

**Section C3.3
Construction**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

April 2024

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR CONSTRUCTION

1. Works specifications

The standard specifications on which this contract is based are those included in the Scope of Work.

The variations, additions and amendments to the standard specifications are included as Project Specifications. The Project Specifications take precedence over the Standard Specifications.

The Particular Specifications are included herein and take precedence over the Standard Specifications, but not over the Project Specifications

The Standard Specifications for all associated civil work applicable to this Contract shall be:

The Standard Specifications on which this contract is based are the South African Bureau of Standard's Standardized Specifications for Civil Engineering Construction (SABS 1200). (Note: "SABS has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2001 amongst other specifications).

These conditions are generally acceptable. The following are submitted in amplification of these conditions or as alterations thereto.

For "Workmen's Compensation Act" read "Compensation for Occupational Injuries and Diseases Act, 1993 (Act No.130 of 1993)" wherever it appears. For "Machinery and Occupational Safety Act" and "Mines and Works Act" read "Occupational Health and Safety Act, 1993 (Act 85 of 1993)" wherever they appear.

For "maintenance period" read "Defects Liability Period in terms of Clause 53(1) of the General Conditions of Contract, 2004" wherever it appears.

PSA:	SANS 1200A:	GENERAL
PSAB:	SANS 1200AB:	ENGINEER'S OFFICE
PSC	SANS 1200C	SITE CLEARANCE
PSD:	SANS 1200D:	EARTHWORKS
PSDB:	SANS 1200DB:	EARTHWORKS (PIPE TRENCHES)
PSG	SANS 1200G	CONCRETE (STRUCTURAL)
PSGA	SANS 1200GA	CONCRETE (SMALL WORKS)

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PSH	SANS 1200H	STRUCTURAL STEELWORK
PSL:	SANS 1200L:	MEDIUM PRESSURE PIPELINES
PSLB:	SANS 1200 LB:	BEDDING (PIPES)
	DWS 2510	SUPPLY OF VALVES
	DWS 9900	CORROSION PROTECTION
	DWS 2020	QUALITY CONTROL

Although not bound in nor issued with this Document, the relevant sections of the standard specifications shall form part of this Contract. These documents are available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001

2. Particular Generic Specifications

(a) Unless and to the extent that it is otherwise stated in the contract data, the scope of work or the specification data, the Contractor shall

- i) carry out the actions and arrange for the facilities as described in part 1 of SANS 1921,
- ii) not extend his operations beyond the site,
- iii) be responsible for the management of the sequence for executing the works so as to avoid the repair or reinstatement (or both) of completed works or damage to existing works,
- iv) provide all labour, materials, plant, equipment, scaffolding, tools and the like required for the due and proper completion of the works,
- v) make all the necessary arrangements with the relevant authorities relating to hoardings, the use of pavements, street encroachment or crossings, permission for the suspension of parking facilities and the like,
- vi) provide the safe and unrestricted flow of public traffic,
- vii) make his own arrangements with the owners of adjoining properties for overhand work,
- viii) make his own arrangements for procuring, transporting, storing, distributing and applying the water needed for the purposes of the contract,
- ix) furnish the Employer with a list of the names and contact particulars of all key personnel who may be contacted in an emergency, both during and outside office hours,
- x) occupy only such ground as is necessary to carry out the works,
- xi) provide and maintain access to the various sections of the works as he requires for the proper execution of the works,
- xii) grant access to persons whose properties fall within or adjoin the area in which he is working,
- xiii) maintain a register and one copy of all drawings and information issued for construction purposes in a place accessible to the Employer and his agents during normal working hours,
- xiv) not determine dimensions on drawings by scaling, and
- xv) provide, within 40 working days of the works being completed, record drawings indicating all deviations from the construction drawings.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (b) Unless and to the extent that it is otherwise stated in the contract data, the scope of work or the specification data, the Contractor shall
 - i) provide basic survey control points, appropriate to the nature of the works, and
 - ii) obtain the necessary permits to construct, maintain and operate the works.
- (c) Any articles of value found on the site shall be handed over to the Employer.
- (d) Existing structures on the site shall not be interfered with in any way by the Contractor.
- (e) All fences and other structures that have been damaged or interfered with by the Contractor shall be restored to a condition at least equivalent to their original condition.
- (f) Earth, stone, gravel and sand, and all other materials existing on, excavated from or obtained by the removal of vegetation or demolition of structures on the site, shall not become the property of the Contractor, but shall be at his disposal in so far as they are required for incorporation into the works.
- (g) The requirements for drawings, information and calculations for which the Contractor is responsible, shall be in accordance with the provisions of the specification data.
- (h) Software applications for programming shall be as the Contractor deems appropriate for the contract.
- (i) All advertising rights on the site and hoardings shall be reserved exclusively for the Employer.
- (j) A degree of accuracy II shall apply where a choice of degree of accuracy is offered, and no degree of accuracy is provided in the specification data associated with the relevant part of SANS 2001.
- (k) Whenever a drawing is supplied in hard copy by the Employer to the Contractor, or vice versa, two prints of each item, with all lines and text clearly visible, shall be provided.
- (l) Drawings or other information provided to the Contractor by the Employer shall be marked "for information", "for ordering of materials", "for construction" or for any other purpose, as relevant. Drawings or other information not so marked shall be deemed to be "for construction".
- (m) The Contractor shall institute a quality assurance system and provide experienced personnel as well as all the necessary transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times in order to comply with the requirements.

3. Plant and Equipment

Where any of the operations or the movement of any of the construction vehicles or mobile construction equipment, or any combination of these activities, causes damage to the surface of an area normally open to the public, such surface shall be repaired as a matter of urgency.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Construction equipment shall be suitable for the production of the end result required under the conditions applicable to the site.

The construction equipment used for applying the dynamic load, controlling the moisture content, and grading or mixing, shall be capable of achieving the specified compaction with the materials available for the construction of the works.

The Contractor shall provide the following plant and equipment on the site as and when required, together with operating personnel:

- a) trucks for the transportation of materials from storage site to construction site and back;
- b) road traffic signs, materials for barricading and lighting and all other items necessary for ensuring public safety and convenience. The Contractor shall furnish all labour required for the erection, maintenance and removal of these items and materials;
- c) mechanical and power tools, when ordered to do so by the Engineer;
- d) hand tools and equipment such as shovels, picks, etc, which may, in the opinion of the Engineer, be required for the execution of the works;
- e) forms for the casting of cast-in-situ concrete for anchor blocks. The Contractor shall supply all labour required for the erection, stripping and cleaning of forms; and
- f) any other plant and equipment deemed necessary for the execution of the Works

Unless otherwise indicated in the contract documents, the Contractor shall provide all such plant and equipment complete with operating personnel, fuel and power as required.

If the Contractor fails, in the opinion of the Engineer due to his own negligence, to enable the plant or equipment to be efficiently or fully utilised, the costs of under-utilisation of plant or equipment shall be borne by the Contractor to the extent determined by the Engineer.

4. Site Establishment, Facilities Available and Required

- a. The Contractor will be required to establish all facilities, including, as necessary, construction camps, offices, stores, workshops and testing facilities required for the due and proper performance of the contract in the vicinity of the Works. MW will not provide any facilities to the Contractor. The Contractor shall make his own arrangements for a campsite.
- b. The costs of making such arrangements, for meeting the conditions imposed and for the metered consumption shall be paid by the Contractor, and his tender will be held to include for all such requirements throughout the duration of the Contract. All water including that used for testing will be charged for at the prevailing tariffs.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c. The Contractor shall supply and maintain adequate and suitable sheds for the storage of materials that might deteriorate if exposed to the weather.
- d. The Contractor shall, as specified in the specification data, provide, maintain and keep clean
 - i. office accommodation and equipment for use by the Employer and his agents,
 - ii. accommodation for site meetings, and
 - iii. all other facilities for all persons engaged in the works.
- e. The Contractor shall provide and maintain all first-aid facilities required by law.
- f. The Contractor shall provide, maintain, move to positions required and finally remove, proper latrines in compliance with the relevant Municipal Sanitation General By-laws. Latrines must be properly screened and secluded from public view and their use shall be strictly enforced. The Contractor shall provide chemical toilets (or other approved toilets). Soak-aways and septic tanks will not be allowed on the site. Temporary latrines must be sited so that they are within reasonable distance of the working place. Sufficient latrines must be provided having regard to the number of persons employed on the Works. All latrines shall be adequately ventilated, properly disinfected and kept in a clean condition.
- g. On completion of the works, or when the facilities provided by the Contractor are no longer required, the Contractor shall remove them and clear away all surface indications of their presence.
- h. The Contractor shall maintain the site in a clean, orderly and sanitary condition and shall take all the necessary steps and precautions to prevent the pollution of the surrounding area by his employees in any way. These steps and precautions shall be to the satisfaction of the Engineer and Medical Officer of Health of MW.
- i. The Contractor will be responsible for providing adequate security for the Works and for the site establishment. All costs associated with the provision of watchmen shall be borne by the Contractor.
- j. The Contractor will be required to obtain a cellular telephone for his own use on the site.

5. Site Usage

- a) The Employer may make available, as part of or by reference in the Tender Documents, site data relating to hydrological and subsurface conditions relevant to the construction of the Works. The Employer does not guarantee that such site data is fully representative of
 - (i) all information (as far as practicable) as to risks, contingencies and all other circumstances which may influence or affect the Tender.
 - (ii) all conditions that may be encountered by the Contractor during the execution of the Works.

Contractor

Witness 1

Witness 2

Employer

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Witness 2

- b) Means of access to the Site will be provided by the Employer to the extent detailed in the Tender Documents.
- c) The Tenderer shall visit the Site of the Works and shall satisfy himself as to the means of access and all matters affecting the Works, including the extent to which mechanical plant can be used for executing the Works.
- d) Visits to the site shall be at the sole risk of the Tenderer and the Employer shall not be liable for any loss or damage to persons or property as a result of or arising from the site inspection.
- e) The Employer expects the contractor, his staff or agents to maintain good public relations with landowners, other contractors and members of the public at all time.
- f) The Contractor shall see to it that no roads, gates, pipes, fences, vegetation and crops with private ownership is damaged due to construction activities.

17.1.16 Health and Safety

Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A worker must –

- a) Work in a way that does not endanger his/her health and safety or that of any other person;
- b) Obey any health and safety instruction;
- c) Obey all health and safety rules of the SPWP;
- d) Use any personal protective equipment or clothing issued by the employer;
- e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17.1.17 Compensation for Injuries and Diseases

It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

A worker must report any work-related injury or occupational disease to their employer or manager.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The employer must report the accident or disease to the Compensation Commissioner.

An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

PORTION 2: CONTRACT

**Section C3.4
Management**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

April 2024

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

MANAGEMENT

1. Applicable SANS Standards

Refer to section C3.4.1.

The following SANS 1921 Construction and Management requirements for works standards and associated specification data are applicable:

SANS 1921-1 - General engineering and construction works
SANS 1921-6 - HIV/AIDS Awareness

The specification data applicable to the SANS 1921 standards mentioned above are as follows:

2. SANS 1921-1 Specification Data

The following standards shall apply

SANS 1921-1 Essential Data

Clause 4.1.7

The requirements for drawings, information and calculations for which the contractor is responsible is detailed in Clause C3.5.4

Clause 4.2.1

The responsibility strategy assigned to the contractor for the works is B.

Clause 4.2.3

The Contractor shall submit drawings / data to the Engineer for approval within the time period specified in C3.2.5.

Clause 4.3

The programme is to show critical path activities and shall be submitted in hard copy and MS Project format. (.mpp)

When work under this Contract must of necessity be carried out in conjunction with the work of other contractors or with that of the Employer, it shall be co-ordinated and programmed in such

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.1

April 2024

a manner as to interfere as little as possible with the progress of such other work, and so as to offer every reasonable facility to other contractors and to authorised employees of the Employer.

The Tenderer is to state in the Contract Data the periods of time he requires for delivery, installation and commissioning.

The Engineer will specify the required delivery, erection and commissioning dates (if delayed beyond the tendered periods).

The Contractor must be ready to commence erection and installation within an agreed period not exceeding two weeks of an order being given to him by the Engineer that erection and installation of the plant is to commence, and he shall thereafter carry out erection and installation continuously.

Clause 4.4

The Contractor will be solely responsible for the production of work and materials that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

Clause 4.12.2

The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the Employer are: Nil

Clause 4.14.3

No office or testing laboratory is required for use by the Employer and his agents under this Contract.

Clause 4.14.5

No toilet facility is required for the Employer and his agents under this Contract.

Clause 4.14.6

The contract details for this Contract will be included on the nameboard for the Civil Contract. No additional nameboards are required specifically for this Contract.

Clause 4.17.1

The requirements for the termination, diversion or maintenance of existing services are as outlined in the specifications. In this regard the existing pumpstations are an essential service and where existing services are to be disrupted in any way, the work must be carried out as agreed with the Employer and in such a way as to minimise downtime.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause 4.17.3

As the existing pumpstations and boreholes are an essential service special care must be taken at all times to prevent any damage to any service.

Clause 4.17.4

The requirements for detection apparatus are: Nil

Clause 4.17.7

Existing services, which are damaged by the Contractor, shall be repaired by the Contractor and all costs of the repairs shall be borne by the Contractor.

Clause 4.18

The safe conduct of the Works shall be a primary consideration and the entire Works shall be carried out in conformity with all applicable statutory regulations and requirements and the Client's Health and Safety specification included as a particular specification. Tenderers must price their tenders accordingly.

Particular attention is drawn to the following Acts and Regulations:

Occupational Health and Safety Act 1993 and Regulations;
Minerals Act, 1991 and Regulations;
The Explosives Act, 1956 as amended and Regulations.

The Employer reserves the right to rectify any faults or conditions which could cause a safety hazard or endanger the lives of the Employer's personnel entering the Works. Any such rectification shall be at the Contractor's expense. All equipment and machines must be in a safe condition and registered as required by the Occupational Health and Safety Act.

The Contractor shall submit written proof of payment of contribution in accordance with the Compensation for Occupational Injuries and Diseases Act (1993).

The Employer's safety officer may at any time enter the premises or site to carry out safety inspections. The safety officer will notify the Contractor or his duly appointed representative of any safety hazards that he may find.

Clause 4.22

The works to be undertaken by selected subcontractors comprise: Pressed steel tanks

SANS 1921-1 Variations

Clause 4.1.1 o)

Record drawings are to be provided electronically and at least one copy is to be provided on paper.

Clause 4.1.10

Where reference is made to "SANS 2001", substitute with "SABS 1200".

Contractor

Witness 1

Witness 2

Employer

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SANS 1921-1 Additional Clauses

Clause 4.6 e)

The Contractor is to ensure that any stormwater runoff or groundwater seepages into the works are avoided.

Clause 4.9.5

The provision of security for the Contractor's site establishment, plant and personnel is sole responsibility of the Contractor and no claims for payment for additional security measures taken during the currency of the contract will be entertained.

Clause 4.9.6

The Contractor is to comply with the Environmental Management Plan included as a Particular Specification.

Clause 4.17.8

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining land, buildings, properties, road structures, pipelines, places and things, in the vicinity of the Works.

3. SANS 1921-6 Specification Data

SANS 1921-6 Essential Data

Clause 4.2.1a)

A qualified service provider is one that appears on the list of recommended service providers, which is available from all regional offices of the Department of Public Works.

No HIV / AIDS awareness programme is required under this Contract, but the Contractor is to include HIV/AIDS awareness on the agenda for toolbox talks and health & safety meetings.

SANS 1921-6 Variations

Clause 4.3.2

The Employer's representative shall certify the report and schedule described in 4.3.1 whenever a claim for payment is issued to the Employer.

SANS 1921-6 Additional Clauses

Clause 4.1h)

Provide information about the names of the closest service providers to be displayed on a poster of size not smaller than A2.

Clause 5

In the event that the contractor fails to satisfy the requirements of this specification, the Employer may apply sanctions which include the rejection of claims for payment as being incomplete or the withholding of completion certificates (interim or final).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. Planning and Programming

The Contractor shall be required to commence with execution of the Works within 7 days from the date of delivery of the Letter of Acceptance, realistic program of Works, and obliged to all contractual requirements.

The program shall list key construction activities and indicate their duration, weekly production rates and their relation to other activities thereby defining a critical path to the Due Completion Date.

5. Methods and Procedures

- a) The Contractor shall submit, within a period stated in the Contract Data, a detailed construction programme, detailing the date of commencement and completion of the work activities, dates and duration. The detailed programme shall be based on the preliminary programme submitted with the tender and shall make and allowance for the following:
 - i. Normal working hours shall be defined as between 07:00 and 17:30 Mondays to Fridays and also 07:00 to 13:00 on Saturdays.
 - ii. No work outside working ours will be allowed. Should the Contractor wish to work outside normal working hours written permission shall be obtained from the Project Manager.

6. Quality Plans and Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced personnel, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control will be deemed to be included in the rates tendered for the related items of work.

On completion and submission of every part of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with proof of quality in the form of a data pack containing measurements and levels to indicate compliance with the scope of work.

7. Testing, Completion, Commissioning and Correction of Defects

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall allow in his general inspections and tests and for the supply of all necessary equipment that may be required for these tests and/or inspections by the Engineer. The Contractor shall make good any defects prior to commissioning of the works.

The Contractor shall carry out sufficient tests to ensure that the contract requirements for all materials incorporated in the works, are complied with. The Employer is at liberty to carry out such tests as he deems necessary to determine compliance with the contract requirements and will make available the results of all tests to the Contractor. The Contractor shall keep systematic records of the test results and all worksheets relating thereto.

As soon as the Contractor has handed over all of the plant and equipment that has been supplied, installed, satisfactorily tested, and commissioned as a complete unit in proper working order in accordance with the specifications and the General Conditions of Contract, the Certificate of Completion will be issued.

If any significant item(s) of plant or equipment fails to perform to the approval of the Engineer and the Contractor is unable, within three months of the prescribed date, to rectify the matter, the Employer retains the right to reject the item(s) and to instruct the Contractor to remove, at his own cost, all such plant and/or equipment after refunding to the Employer any or all monies which may at that time have been paid to the Contractor or otherwise expended.

8. Format of Communications

The Contractor and client shall follow the communication protocol through the client and Contractor representatives. Communication media applicable shall be site meetings, telephone, fax, letter and email.

9. Key Personnel

The key role players involved or associated with the contract are listed below with references made to the General Conditions of Contract.

The Employer (FIDIC CC, Clause 1.1.2.2)
The Contractor (FIDIC CC, Clause 1.1.2.3)
Responsible person in terms of the OHAS Act

10. Management Meetings

It is expected that the key role players mentioned in C3.5.13 will be involved or associated with the contract at all management and site meetings.

The Contractor shall attend site meetings with representative of the Employer and the Engineer at dates and times to be determined by the Employer. Such meetings will be held to evaluate the progress of the Contract and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise but not matters concerning the day to day running of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11. Forms for Contract Administration

Refer to Returnable Documents Part T2, Volume 1 for contract related forms that should be completed.

12. Daily Records

A daily diary, site instruction book, both in triplicate and safety documents are to be provided and kept by the Contractor on site and updated on a daily basis. All copies will be forwarded to MW after completion of this contract.

13. Bonds and Guarantees

The Contractor shall within twenty one (21) days from the date of the Letter of Acceptance provide the Employer with a Surety Bond in the form of a Bank Guarantee, Bank Transfer or a Guarantee from an approved Insurance Company to the satisfaction of the Employer in the form included in the Tender Documents, for an amount equal to ten per cent (10%) of the Tender Sum, for the due and punctual fulfilment and completion of all his obligations under the Contract and no Extension of Time or any variation of the Contract nor the determination of the Contract by the Employer in terms of Clause 15 hereof shall in any way impair or diminish or terminate any liability to the Employer under and by virtue of such Surety Bond, and the cost of the Surety Bond to be so entered into shall be at the expense in all respects of the Contractor; the Surety Bond to be released upon issue of the Engineer's Certificate of Completion, unless otherwise stated in the Appendix.

14. Payment Certificates

Measurements will be done continuously between the Employer Representatives and the Contractor on dates and time agreed on. Dates must be arranged by these parties. The progress of the following items will be recorded hereunder:

- The Contractor will provide a certificate with quantities to MW.
- If any material on site is claimed, proof of ownership must be provided either by means of the necessary receipts or a letter from the supplier stating that ownership has been transferred to the Contractor upon delivery.
- After the payment certificate has been approved by MW, the Contractor must issue a VAT invoice. The certificate will then be ready for handing in.
- Payment certificates must be completed monthly and submitted before each site meeting, to ensure that percentage progress can be ready for the site meeting each month.

15. Health and Safety

19.1 Health and Safety Requirements

The Occupational Health and Safety Act, Act 85 of 1993 shall apply to this contract.

The Contractor shall comply with the Particular Specification for Occupational Health and Safety.

19.2 Protection of the Public

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

As the above entails working in an already developed area where services are provided to the general public special attention must be paid to the following aspects:

- a) No blasting or working with percussion tools will be allowed unless prior written approval from the Engineer and local authorities is obtained.
- b) Safety of the public must be of prime importance and the utmost care must be taken to ensure that the correct signs, barriers and warning devices are in place.
- c) Movement of construction equipment must be controlled on site at all times.
- d) When dust from the Works becomes a nuisance, the Contractor shall, when so ordered by the Engineer, apply sufficient water or take other measures to lay the dust.

16. Permits

The Contractor shall fulfil all wayleave requirements/permits prior to and during construction.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



APPENDIX A: BASELINE RISK ASSESSMENT

Health and Safety Baseline Risk Assessment							
Item No	Describe the activity	Typical Hazards List top 10	Consequences What could happen?	Likelihood What is the probability of it happening?	Risk Rating Refer to risk matrix	Description of Recommended Control including Hierarchy	Risk Assessment / SWP Required Y / N
1	Travelling along roads	- Long distances - Behaviour of other motorist - Condition of road - Speeding - Weather conditions - Pedestrians - High jacking - Public unrest	- Fatigue - Motor vehicle accident - Damage to vehicle - Civil claim - Injury / death / disability (Disastrous)	Likely	Extreme	- Avoid these roads during unrest - Safe driving procedure - Traffic management plan - Fatigue management procedure	Yes
2	Driving on site	- Construction vehicles - Contractors working on site - Poor visibility (e.g. dust)	- Motor vehicle accident - Damage to vehicle - Civil claim - Injury / death / disability (Disastrous)	Likely	Extreme	- Induction training - Obey traffic rules - Do not use cell phone while driving - Be alert - Use revolving amber light on vehicle and warning signage on vehicle	Yes

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



c3	Making of / Working in Excavations Possible 18 m deep excavations	- Falling debris, rocks etc. - Stability of the excavation (flooding, ground structure, depth of excavation) - Drill rigs for 100m interval core drilling – noise, moving machinery parts	- Collapse - Fall into excavation - Injury / Death (Disastrous)	Likely	Extreme	- Excavation SWP - Competent excavation supervisor/s – Geotechnical qualification - Ensure implementation - Inspections - Do not enter if unsafe - Access control - Additional medical requirements to exclude persons with claustrophobia - Refer to geotechnical information - Additional geotech information from core drilling	Yes
4	Moving plant / machinery	- Moving construction vehicles of various kind - Narrow servitude which to work in	Injury / Death / Amputations (Disastrous)	Unlikely	Extreme	- SWP/DST - Detailed man-machine interface procedure - Stay clear of exposed machinery part	Yes
5	Working through water ways / river crossings / large dongas	- Flooded excavations - Running rivers - Flash floods - High water table	- Drowning - Fall of ground (Disastrous)	Likely	Extreme	- Detailed method statements required - Detailed SWP required - DSTI - Awareness - Flood management	Yes

Contractor

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Employer

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6	Exposure to mine effluent – chainage 11	- Sandy type of soil – potentially unstable excavations - Drill rigs for 100m interval core drilling – noise, moving machinery parts - Corrosive chemicals - Contaminated soil, dust or sediment - Type, dose, duration, and frequency of exposure	- Damage to eyes / skin - Inhalation – damage to lungs - Ingestion (primary / secondary) (Critical)	Likely	High	- Refer to geotechnical information - Additional geotech information from core drilling - Interfacing with engineer and environmental team - Detailed method statement - Detailed SWP - DSTI - Reduce exposure time / frequency to chemicals - Water samples - Mask / goggles	Yes
7	Exposure to reptiles	- Snake bite - Scorpion bite	Disability (Critical)	Likely	High	Snake bite management procedure	Yes
8	Unsafe / dangerous external work environment	- Unrest / gangster activities - Violence - Service delivery protest	- Injuries / death / disability - Kidnapping - Damage to private property - Theft (Disastrous)	Likely	Extreme	- Liaison with SAPS - Ensure good communication between role-players - Emergency response procedure	Yes

Contractor

Witness 1

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April 2024



9	Unauthorized people entering the site	- Fall in trenches - Hit by construction vehicles	- Injury / death - Theft, damage to property (Disastrous)	Likely	Extreme	- Security system in place - Liaison with security company	Yes
10	Blasting	- Falling rock - Unsafe stored explosives	- Fatalities - Property damage (Disastrous)	Likely	Extreme	- Detailed method statements - Task specific risk assessments and safe work procedures - Approved H&S File and H&S Plan	Yes
11	Pipe Jacking	- Underground work - Inadequate ventilation - Engulfment - Poor lighting - Flooding - Traffic accidents from road above	Fatalities (Disastrous)	Likely	Extreme	- Detailed method statement - Involvement of geotechnical engineers - Detailed safe work procedures	Yes
12	Work in confined spaces during welding, coating activities	- Poor ventilation - Poor lighting - Flooding	Fatalities – (Disastrous)	Likely	Extreme	- Detailed method statement - Detailed safe work procedures - Stringent supervision - Permit to work system to be implemented for working in confined spaces	Yes
13	Work in vicinity of airfield	Low flying airplanes	Fatalities (Disastrous)	Unlikely	Extreme	- Liaise with airfield operator - Detailed communication procedure	Yes

Contractor

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14	Overhead powerlines (Eskom)	- Live electrical reticulation - High voltage	Fatalities (Disastrous)	Likely	Extreme	- Implementation of way leave - Permit system for working underneath or close to overhead powerlines - Dummy lines - Communication with Eskom	Yes
15	Working in vicinity of housing infrastructure / mining village	- Property - Live stock - Residents including children - Moving plant and machinery - Blasting - Open excavations - Dust and noise	- Property damage - Serious injuries - Fatalities - Drowning (Disastrous)	Likely	Extreme	Community liaison	Yes
16	Working at heights – during construction of scours and valve chambers	- Elevated position - Surface below	Fatalities (Disastrous)	Likely	Extreme	- Fall protection plan - Permit to work for working at height	Yes
17	Installation of fibre optic cable	- Traffic along / close to the alignment - Underground services - Open excavations (up to 2.5m) - Crossing waterways (elevated	- Fractures - Disabling injuries (Disastrous)	Likely	Extreme	- Traffic management plan - Permit to work for working at height and excavation work - Detailed method statement - Detailed safe work procedures	Yes

Contractor

Witness 1

Witness 2

Employer

Witness 1

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		installation of cable)					
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RISK RATING MATRIX					
Most Likely Consequence	Likelihood				
	Very likely to occur	Good chance to occur	Likely to occur	Unlikely to occur	Very unlikely to occur
Disastrous	Extreme	Extreme	Extreme	Extreme	High
Critical	Extreme	Extreme	Extreme	High	High
Serious	Extreme	High	High	Moderate	Moderate
Significant	High	High	Moderate	Low	Low
Minor	Moderate	Moderate	Low	Low	Low
Consequence	Example		Likelihood	Example	
Disastrous	Single or multiple fatality		Very likely to occur	Is expected to occur in most circumstances (i.e. could occur once per week)	
Critical	Disabling injury of illness (i.e. amputation and/or permanent loss of bodily function, or any kind of permanent health impact		Good chance to occur	Will probably occur in most circumstances (i.e. could occur once per month)	
Serious	Any lost time injury (LTI) resulting in one or more complete days off work or any restricted work day injury (RWI) resulting in one or more than 1 week off normal duties		Likely to occur	Might occur at some time (i.e. could occur once per year)	

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Significant	A medical treatment injury (MTI) or a restricted work day injury (RWI) (i.e. any injury resulting in less than 1 week on alternate duties	Unlikely to occur	Could occur at some time (i.e. could occur in 10 years)
Minor	Minor first aid injury (FTI) or an injury not requiring treatment	Very unlikely to occur	May occur only in exceptional circumstances (i.e. could occur once)
RISK CATEGORY			
Rating	Response		
Extreme Risk	Cease the work immediately and notify the most senior line manager responsible for the work. Immediate action required. Do not proceed with any work until confirmed safe to do so and recommencement has been authorized by the senior line manager or appropriately qualified and competent person.		
High Risk	Cease the work immediately and notify the most senior line manager responsible for the work. Immediate action is required. Do not proceed with any work until confirmed safe to do and recommencement has been authorized by the senior line manager or appropriately qualified and competent person.		
Moderate Risk	Notify the Project Leader or Manager and identify control actions and action dates. Proceed with work only if confirmed safe to do so.		
Low Risk	Manage by routine procedures.		
HIERARCHY OF CONTROL			
You should attempt to remove or control the hazard in the following order. If the hazard cannot be eliminated properly then apply any one or combination controls 2-5 in descending order until the work can be done safely			
Option 1	2. Eliminate	Eliminate the hazard at its source (i.e. complete removal or termination of whatever is generating the hazard. Could be a process, work method, equipment, material or substance etc.)	
Option 2 (Control the hazard through 1 or a combination of these controls)	2. Substitute	Replace whatever is generating the hazard with a non-hazardous or less hazardous process, work method, equipment, material or substance etc.	
	3. Engineer /Isolate	Redesign or modify whatever is generating the hazard to control the effects of the hazard or prevent people from coming into contact with it. This includes isolating the hazard to prevent access. Engineer and redesign includes the use	

Contractor

Witness 1

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Witness 2



		of barriers, guards, enclosures, engineering control systems and protective devices, redesign layouts and work processes, design of new equipment to handle the hazardous source, etc.
	4. Administrative	Administrative controls include the use of procedures, training and information, signage, hours of work etc.
	5. Personal Protective Equipment (PPE)	Use appropriately designed and properly fitting personal protective equipment (PPE) where other controls are not practicable. (This is not a primary control. It is a back-up control and should be considered only as a support to the other controls).

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Witness 1

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Witness 1

Witness 2

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

**SEALING AND STRUCTURAL REPAIRS OF BOSPOORT
RESERVOIR**

PORTION 2: CONTRACT

**Part C4
Site Information**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAGALIES WATER

CONTRACT RFB/MW/316/2025-26

**SEALING AND STRUCTURAL REPAIRS OF BOSPOORT
RESERVOIR**

PORTION 2: CONTRACT

**Part C4
Site Information**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAGALIES WATER

SEALING AND STRUCTURAL REPAIRS OF BOSPOORT RESERVOIR

SITE INFORMATION

C4.1 Description of Site and Access

The project area is located within the Rustenburg Local Municipality, which is in the Bojanala District Municipality in the North West Province. The reservoir site can be accessed via the R510 Highway from Rustenburg towards Northam. The longitude and latitude co-ordinates for the reservoir site are 25°33'44.32"S and 27°20'17.75"E. The reservoir location is highlighted in red in **Error! Reference source not found.** below:

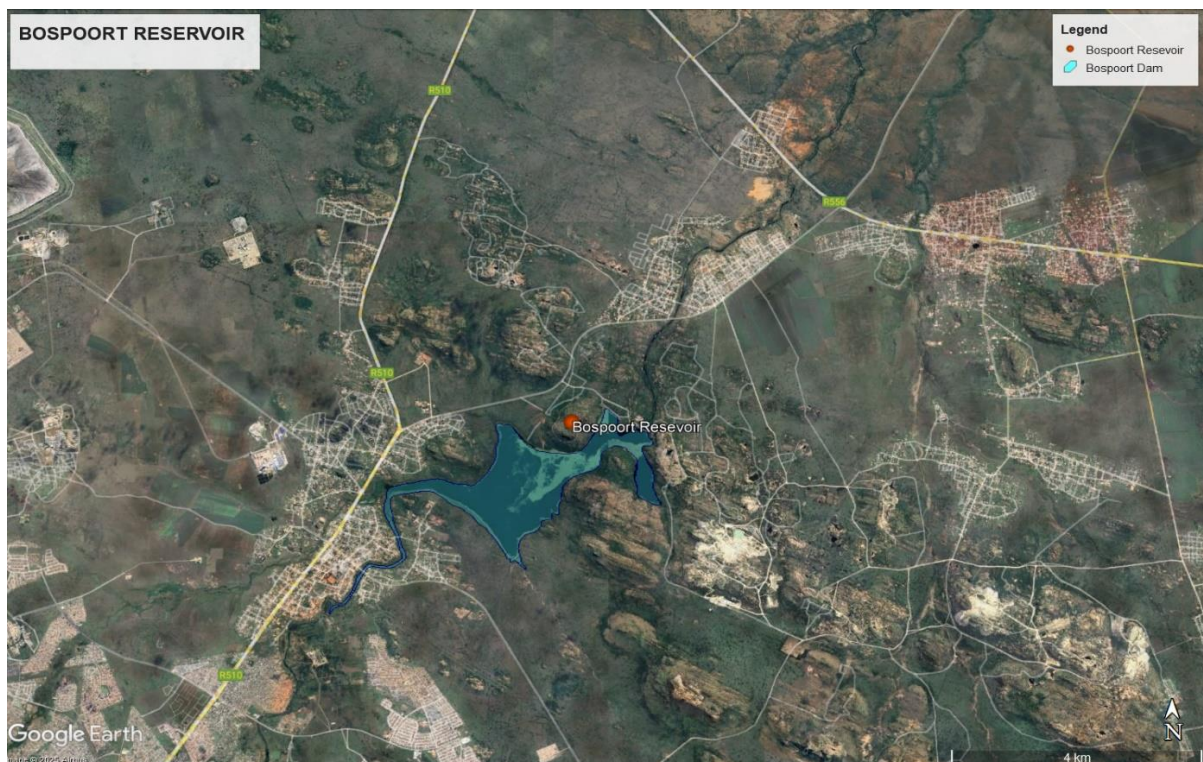


Figure 1: Bospoort Reservoir Locality Map

END OF SECTION

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2