

LEPELLE NORTHERN WATER



TENDER NO: LNW 09/25/26

PROJECT NAME: APPOINTMENT OF A PANEL OF FIVE (5) SERVICE PROVIDERS FOR THE SERVICE, MAINTENANCE, REFURBISHMENT, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VALVES FOR THREE (3) YEARS (36 Months) ON AN AD HOC AS WHEN REQUIRED

A CIDB GRADING: 2 ME OR HIGHER

CLOSING DATE: 10 June 2026 @ 11:00 AM

ISSUED BY: LEPELLE NORTHERN WATER

Physical address: 01 Landros Mare Street
Polokwane
0700

Postal address: Private Bag X9522
Polokwane
0700

Tel: 015 295 1800
Fax: 015 295 1931

NAME OF TENDERER: _____

TOTAL AMOUNT: _____ (incl. VAT)

CSD NUMBER: MAAA _____

Tender No: LNW 09/25/26



CHECKLIST

Please indicate in the column (Completed) Yes or No in writing and sign when completed at the bottom of this page. Failure to complete this checklist may render this Tender as non-responsive.

Position in Document	Description	Complete (Yes / No)	Initial
Schedule A	Compulsory Attendance certificate - Completed and Signed	N/A	
Schedule B	Certificate for the authority of companies, completed and signed		
Schedule C	Record of Addenda to tender documents - Completed and Signed		
Schedule D	Plant and Equipment - Completed and Signed	N/A	
Schedule E	Completed Relevant work experience carried out		
Schedule F	Completed Tenderer Key		
Schedule G	Company Banking Details - Completed and Signed		
Schedule H	Proof of Financial Spent Capability - Completed and Signed	N/A	
Schedule I	Full details of directors / trustees / members / shareholders - Completed and Signed		
Schedule J	Contractors OHS Management System Checklist - Completed and Signed		
Schedule K	Contractors Estimated Monthly Expenditure - Completed and Signed	N/A	
Schedule L	Contractors Labour Content - Completed and Signed	N/A	
Schedule M	SMME Content - Completed and Signed		
SBD 1	Invitation to Tender - Completed and Signed		
SBD 2	Tax Clearance Certificate - Completed and Signed		
SBD 3.1	Pricing Schedule - Completed and Signed		
SBD 4	Declaration of interest - Completed and signed		
SBD 6.1	Preference Points - Completed and Signed		
C1.1	Form of Offer - Completed and Signed		
C1.2	Contract Data - Completed and Signed		
C1.3	Blasting Indemnity - Completed and Signed	N/A	
C1.4	Health and Safety Contract - Completed and Signed		
C2.1	Pricing Data - All items in the Schedule of Quantities are priced		
	Company registration certificate/ Copy of a sole trader (Copies must be certified)		
Position in Document	Description	Complete (Yes / No)	Initial

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	Tax Clearance Certificate/s (Original and Valid)		
	Copies of Identity Documents of Partners and/or Directors (NOT COPIES OF CERTIFIED ID)		
	Letter of Good Standing (COIDA)		
	Signed Joint Venture Agreement		
	CIDB Registration Certificate/s		
	Municipal current rates account for not more than three months		
	Printed the Tender Document in accordance with the page color coding		
	Professional Presentation of Tender Proposal (Neatly bounded and file dividers for all the annexure)		

Signed: Date:

Tender No: LNW 09/25/26



NUMBER	HEADING	COLOUR
The Tender		
Part T1: Tendering Procedures		
T1.1	Tender Notice and Invitation to Tender	White
T1.2	Tender Data	Pink
T1.3	Standard Conditions of Tender	Pink
T1.4	Preferential Procurement Regulations	Pink
Part T2: Returnable Documents		
T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Schedules	Yellow
Part C1: Agreement and Contract Data		
C1.1	Form of Offer and Acceptance	White
C1.2	Contract Data	White
C1.3	Blasting Indemnity	White
C1.4	OHS Contract	White
C1.5	Inclement Weather	White
Part C2: Pricing data		
C2.1	Pricing Instructions	Yellow
C2.2	Bill of Quantities	Yellow
C2.3	Summary of Schedules	Yellow
Part C3: Scope of Work		
C3.1	Description of Works	Blue
C3.2	Standard Specifications	Blue
C3.3	Technical Specifications	Blue
C3.4	Engineering, Procurement, Construction & Management	Blue
C3.5	HIV/AIDS Requirements	Blue
C3.6	Occupational Health and Safety	Blue
Part C4: Site Information		
		Green
Part C5: Drawings		
		Green
Part C6: Annexures		
		Green

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PART T1
TENDERING PROCEDURES



T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Lepelle Northern Water invites tenders for the appointment of a Panel of five (5) Service Providers for the service, maintenance, refurbishment, supply, delivery, installation, and commissioning of valves for three (3) years (36 months) on an ad hoc as when required.

It is estimated that tenderers must have a CIDB grading of 2 ME or higher (Mechanical Engineering), **1 ME PE will not be considered.**

Bid documents will be available on National Treasury E-tender portal from **Friday, 15th May 2026** on E-tender Portal website, from www.etenders.gov.za

Bids are to be completed in accordance with the conditions and rules contained in the bid documents. All documents must be sealed and labeled with the Bid number and description, and placed in the tender box, at the offices of **Lepelle Northern Water in Polokwane situated in No. 1 Landros Mare Street**, not later than **11h00 on Wednesday, 10th June 2026.**

Bids will be opened on the indicated date and time **11h00am on Wednesday, 10th June 2026** in public. All bids shall remain valid for a period of **90 days** as from the closing date.

Bid documents which are not received and/or deposited in the tender box before **11h00 am** on the closing date will be marked as late bids and shall in terms of the **Procurement Policy of Lepelle Northern Water**, not be considered.

Procurement related enquiries may be directed to **Mmamokgadi Ramanna on email: ramannam@lepelle.co.za at 015 295 1800** and **Technical related enquiries** may be directed to **Mr. T Kwati email: tshiamok@lepelle.co.za at 015 295 1800 from 08h00 to 16h00.** *Bidders are requested to ask if not clear about anything related to the bid.*

The lowest or any bid will not necessarily be accepted and Lepelle Northern Water reserves the right not to consider any bid suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Any bidder not contacted within 90-120 days after the closing date must consider their proposal unsuccessful.



T1.1.1. MANDATORY REQUIREMENTS (PRE - QUALIFICATION)

Item No	Description	Submitted Yes/No
1	Proof of valid CIDB registration with a Grading of 2 ME or higher, (Mechanical Engineering). In case of a Joint Venture (JV) bid, the combined grading should be a minimum of 2 ME or higher, and 1 PE ME will not be considered. The lead partner has a contractor grading designation of not lower than one level below the required grading designation in the construction class under consideration and possesses the required recognition status. This will be verified online.	
2	The JV agreement for JV partners is to be submitted, indicating a percentage split up to 100% for partners to render the agreement valid. (Only applicable to JV Bidders).	
3	Proof of registration on the Central Suppliers Database (CSD) (verification will be done online).	
4	The pricing schedule must be completed in FULL to render the bid responsive. If any section of the pricing schedule is left incomplete, the bidder will be disqualified.	
5	Attach a completed LNW project reference form.	
6	Attach bank letter rating code A, B or C.	
7	Fully complete and signed SBD 4 form.	
8	CSD Tax Compliance (SARS Tax Clearance).	
9	Letter of Good Standing, COIDA relevant to Civil or Construction Works.	
10	Company registration documents.	
11	Certified valid ID copies of the company shareholders not less than 3 months.	
12	Municipal rates account not owing and not older than three months/Tribal Authority letter/Lease agreement accompanied by tax invoice must be submitted.	
13	Fully completed LNW project reference form for the completed project. For JV submission, a minimum of one partner should submit proof of a completed project/s. (Point will be allocated as per pro rata(proportional) JV percentage split). This is only applicable to company experience under functionality.	

NB: Failure to comply with any of the above requirements will lead to disqualification from the bid.



T1.1.2. ADMINISTRATIVE COMPLIANCE (Only to be requested from the preferred bidder)

- a) All bid documents must be completed in full and in BLACK ink where applicable; (No tampering of bid documents with either correction fluid, sticky papers, or any other thing which can indicate that the bid document has been tampered with).
- b) Complete SBD 1, 3.1, and 6.1 forms.

NOTE:

- a) All the above administrative compliance documents will be requested from the preferred bidder if not submitted with the tender document, and LNW will request the document within the stipulated time.
- b) The JV agreement for JV partners to be submitted, indicating a percentage split up to 100% for partners to render the agreement valid (Point will be allocated as per pro rata(proportional) JV percentage split). This is only applicable to company experience under functionality.
- c) The JV partners must submit both mandatory documents for each Company.
- d) The preferred JV bidder will be required to submit a JV bank account, CSD joint number, and VAT number.
- e) The bidders must comply with all terms and conditions, including requirements as stipulated in the Tender Documents, to be evaluated further.
- f) LNW is not compelled to accept the lowest or any bid.
- g) LNW reserves the right to reduce the scope of work due to budget constraints or for operational reasons, or as they deem fit.
- h) CVs to be submitted in the table that is provided in the tender document.
- i) It will remain the service provider's responsibility to make sure that the LNW infrastructure is safe during the time that they are kept at their workshop.
- j) Bidders are to inform LNW 30 days before the relocation of their workshop.
- k) Documents submitted will be subjected to verification of confirmation and state security vetting.



T1.1.3. CONTRACT CONDITIONS

- a) The approved bidder shall, under no circumstances, interrupt the operations of the plant because of his/her activities in, or around the Scheme.
- b) Full adherence to the Occupational and Health and Safety Act, Act 85 of 1993, and other applicable Acts will be applicable during the contract, and the General Conditions of Contract 2015.
- c) Before and after pictures of components must be submitted along with a detailed report indicating findings and recommendations.
- d) A twelve (12) month guarantee is required for all newly installed Valves.
- e) A six (6) month guarantee is required for all the serviced, refurbished, and repaired Valves.
- f) Turnaround time for the completion of the work is to be aligned with the purchase order. Any challenges are to be communicated in writing to LNW.
- g) Service providers will be expected to report to the scheme within four (4) hours of callouts.
- h) Service providers are to bring along their tools during the callouts.

SPECIAL CONDITIONS

- a) All materials, machinery, and equipment to be furnished and/or used shall be of the required quality and standard as approved by the South African Bureau of Standards (SABS).

GENERAL REPAIR AND INSTALLATION REQUIREMENTS

- a) All materials and equipment supplied and installed shall be new, high-quality, designed and manufactured to the relevant specifications, suitable for providing efficient, reliable, and trouble-free service.
- b) All work shall be executed in a first-class workman-like manner by qualified tradesmen.
- c) All equipment, parts, fittings, and materials supplied and/or installed shall conform in respect of quality, manufacture, test, and performance to the requirements of the applicable current SABS specifications and codes, except where otherwise specified or approved by the Engineer in writing.
- d) All materials and workmanship which, in the opinion of the Engineer, are inferior to that specified for the work will be condemned. All condemned material and workmanship shall



be replaced or rectified as directed and approved by the Engineer at the cost of the Contractor.

- e) All new equipment, materials, and systems shall be installed and positioned such as not to impede access routes, entrances, and other services. The Contractor shall coordinate these items, taking other services and equipment into account.
- f) All valves equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
- g) The Contractor shall make sure that all safety regulations and measures are applied and enforced during the repair and construction periods to ensure the safety of the public and the User Client.

GUARANTEE OF INSTALLATION AND EQUIPMENT

The Contractor shall provide guarantees obtained from the manufacturer(s) and/or supplier(s) to the effect that each piece of new equipment supplied and installed under the repair work complies with the required performance and will function as part of the complete system.

All new equipment, including new installations and systems, shall be guaranteed for 12 (twelve) months commencing upon the date of issue of the certificate of completion for repair work of the installation.

Lepelle Northern Water's Tip-off HotLine
Speak out against fraud and corruption
Ethics & fraud hotline Details
Free Call: 0800 113 555
Free Post: BNT165, Advance Call Pty (Ltd),
Brooklyn Square, 0075
Email: LNW@behonest.co.za
Website: www.behonest.co.za



T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the **CIDB** Standard for Uniformity (SFU) as published in Government Gazette No 42622 of 8 August 2019 and as amended and supplemented by the Tender Data in this Part T1.2. The complete extract entitled "Annex C" of the CIDB Standard for Uniformity as published in Government Gazette No 42622 of 8 August 2019 is bound into Part T1.3 of this document.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

These Conditions of Tender are furthermore subject to the requirements of the Preferential Procurement Framework Act, 2000: Preferential Procurement Regulations, 2022 published in Government Gazette No. 47452 dated 04 November 2022.

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

Clause	Addition or Variation to Standard Conditions of Tender
C.1.1.1	The employer is Lepelle Northern Water (LNW)
C.1.1.3	<i>Replace the contents of the clause with the following:</i> "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, in accordance with the provisions of C.1.5."
C.1.2	The tender documents issued by the employer comprise a single document which comprises the following: <ul style="list-style-type: none"> Part T1: Tendering Procedures Part T1.1 Tender Notice and Invitation to Tender Part T1.2 Tender Data Part T1.3 Standard Conditions of Tender Part T1.4 Preferential Procurement Regulations Part T2: Returnable Documents and Schedules Part T2.1 List of Returnable Documents Part T2.2 Returnable schedules Part C1: Agreements and Contract Data Part C1.1 Form of Offer and Acceptance



Clause	Addition or Variation to Standard Conditions of Tender
	<p>Part C1.2 Contract Data Part C1.3 Blasting Indemnity Part C1.4 OHS Contract Part C1.5 Inclement Weather</p> <p>Part C2: Pricing Data Part C2.1 Pricing Instructions Part C2.2 Bill of Quantities Part C2.3 Summary of Bill of Quantities Part C2.4 Banking Details</p> <p>Part C3: Scope of Work Part C3.1 Description of the Works Part C3.2 Standard Specifications Part C3.3 Technical Specifications Part C3.4 Engineering, Procurement, Construction & Management Part C3.5 HIV/AIDS Requirements Part C3.6 Occupational Health and Safety</p> <p>Part C4: Site Information Part C5: Drawings Part C6: Annexures</p> <p>These shall be read together with any Addenda issued in accordance with Clause C3.2 of these Instructions to Tenderers.</p> <p>Upon receipt of the Tender Documents and prior to the submission of any Tender, the Tenderer shall check the documents issued and the number of pages contained in each document, and if any are found to be missing or duplicated or any figure or wording is indistinct, the Tenderer shall apply to the Employer at once to have the same rectified. No liability will be entertained by the Employer or the Employer's Agent in respect of errors in any Tender arising out of any matter referred to in this paragraph.</p>
C.1.3.4	<p><i>Add the following new clause:</i> "The Tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English."</p>
C.1.4	<p>The Employer's Agent is: Name: To Be Advised</p>
C.1.6.3	<p>The two stage-system shall not be applied.</p>



Clause	Addition or Variation to Standard Conditions of Tender
C.2.2	<p><i>Add the following to the clause:</i></p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
C.2.5	<p><i>Add the following to the clause:</i></p> <p>Reference documents include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • "South African Bureau of Standards: Standardized Specifications for Civil Engineering Construction", (SANS 1200) • "General Conditions of Contract for Construction Works, Third Edition, 2015, displaying (Print 3 or later)" on the frontispiece • "Preferential Procurement Regulations, 2022" published in Government Gazette No 47452 dated 04 November 2022 • "Construction Regulations, 2014" • "Occupational Health and Safety Act", 1993 (Act No. 85 of 1993)
C.2.6	<p><i>Add the following to the clause:</i></p> <p>Extension of time will only be allowed at the discretion of the Employer in terms of the governing prescripts</p>
C.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tender documents will not be made available at the site visit or clarification meeting. Details relating to the collection of tender documents are indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.8	<p><i>Replace the contents of the clause with the following:</i></p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least ten (10) working days before the closing time stated in Clause C 2.15.</p>
C.2.10.5	<p><i>Add the following new clause:</i></p> <p>A digital copy of the Bill of Quantities in MS-Excel format may be obtained from the Employer's Agent at the office of the Employer's Agent upon sufficient notice.</p>
C.2.11	<p><i>Add the following to the clause:</i></p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink, and place the full signatures of the authorised signatories next to the correct entry.</p>



Clause	Addition or Variation to Standard Conditions of Tender
	Corrections in terms of price may not be made by means of a correction fluid such as Tippex or a similar product.
C.2.12.1	<i>Alternative offers shall not be applicable</i>
C.2.13.1	<i>Add the following to the clause:</i> No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
C.2.13.2	<i>Replace the contents of the clause with the following:</i> Return all parts of the tender document to the Employer after completion of the relevant sections of the document in their entirety, by writing legibly in black ink. All documents are to be left intact in its original format and no pages shall be removed or re-arranged.
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
C.2.13.4	<i>Add the following to the clause:</i> 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.
C.2.13.5	The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package, with the name and address of the tender entered on the back of the envelope, are: Location of Tender Box: Lepelle Northern Water Tender Box



Clause	Addition or Variation to Standard Conditions of Tender
	<p>Physical address: 01 Landros Mare Street, Polokwane, 0700</p> <p>Identification details: LNW 09/25/26</p> <p>BID TITLE: APPOINTMENT OF A PANEL OF FIVE (5) SERVICE PROVIDERS FOR THE SERVICE, MAINTENANCE, REFURBISHMENT, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF VALVES FOR THREE (3) YEARS (36 MONTHS) ON AN AD HOC BASIS AS WHEN REQUIRED</p>
C.2.13.6	A two-envelope procedure will not be followed.
C2.13.10	<p><i>Add the following new clause:</i></p> <p>Accept that all conditions, which are printed or written upon any stationary used by the tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
C.2.15.1	<p>The closing time and location for the submission of tender offers are:</p> <p>Closing date and time: 10th June 2026 at 11h00</p> <p>Identification details: LNW 09/25/26</p> <p>Location: Lepelle Northern Water Tender Box 01 Landros Mare Street, Polokwane, 0700</p>
C.2.16.1	<p>The tender offer validity period is 90 days from the closing date.</p> <p><i>Add the following to the clause:</i></p> <p>This will be subject to extension at the request of Lepelle Northern Water's Accounting Officer, to be considered by the service provider.</p>
C.2.19	<p>Access shall be provided for the following inspections, tests and analysis: Inspection during the Tender site meeting, request to inspect to be made to the employer within the period stipulated on T1.1.</p>



Clause	Addition or Variation to Standard Conditions of Tender
C.3.4	<p>The time and location for opening of the tender offers are: DATE AND TIME : 10th June 2026 at 11h00 IDENTIFICATION DETAILS: LNW 09/25/26 LOCATION: Lepelle Northern Water Tender Box 01 Landros Mare Street, Polokwane, 0700 BID TITLE : APPOINTMENT OF A PANEL OF FIVE (5) SERVICE PROVIDERS FOR THE SERVICE, MAINTENANCE, REFURBISHMENT, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF VALVES FOR THREE (3) YEARS (36 MONTHS) ON AN AD HOC BASIS AS WHEN REQUIRED</p>
C.3.5	A two-envelope procedure will not be followed.

Commented [MR1]: Change the date



T1.3. STANDARD CONDITIONS OF TENDER

The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity as published in Government Gazette No 42622 of 8 August 2019 as amended and supplemented by the Tender Data in Part T1.2.

The complete extract entitled "Annex C" is bound hereafter into this volume and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.



Annex C (normative)

Standard Conditions of Tender

C.1 GENERAL

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.*
 - 2) *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.*

C.1.1.3 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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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 these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 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 tenderer 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 tenderer which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- 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;
- 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.

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.



Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their 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.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.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.

C.1.6.3.2 Option 2

C.1.6.3.2.1 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.

C.1.6.3.2.2 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.

C.2 TENDERER'S OBLIGATIONS

C.2.1 Eligibility

C.2.1.1 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.

C.2.1.2 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.

C.2.2 Cost of tendering

C.2.2.1 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.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

**C.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.

C.2.5 Reference documents

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

C.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.

C.2.7 Clarification meeting

Attend, where required, a 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.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least seven (7) working days before the closing time stated in the tender data.

C.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.

C.2.10 Pricing the tender offer

C.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 fourteen (14) days before the closing time stated in the tender data.

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

C.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.

C.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.

C.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 necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements



that are proposed.

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.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.

C.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.

C.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.

C.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.

C.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 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.

C.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.

C.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.

C.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.

C.2.14 Information and data to be completed in all respects

Accept that 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 non-responsive.

C.2.15 Closing time

C.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. Accept that proof of posting shall not be accepted as proof of delivery.

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

C.2.16 Tender offer validity



C.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.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.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 competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.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.

C.2.18 Provide other material

C.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 a 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 non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.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.

**C.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.

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 THE EMPLOYER'S UNDERTAKINGS**C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.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.

C.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 that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result 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 collected tender documents.

C.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.

C.3.4 Opening of tender submissions

C.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.

C.3.4.2 Announce at the 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 and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.



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

C.3.5 Two-envelope system

C.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.

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

C.3.6 Non-disclosure

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 award of a contract, until after the award of the contract to the successful tenderer.

C.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.

C.3.8 Test for responsiveness

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

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

C.3.8.2 A responsive tender is one that conforms to all the terms, 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) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive it were to be rectified.

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

C.3.9 Arithmetical errors and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures.



Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern:

C.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 C.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 and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

C.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.

C.3.9.3 Where the tenderer 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 tenderer's addition of prices, the 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 the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information



Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any 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, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

C.3.14 Prepare contract documents

C.3.14.1 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 and
- c) other revisions agreed between the employer and the successful tenderer

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.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.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.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.

C.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 of tender 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.

T1.4 PREFERENTIAL PROCUREMENT REGULATIONS

T1.4.1. Supply Chain Management Procedures

Lepelle Northern Water is committed to fair, equitable and transparent supply chain management procedures free of corruption of any nature. Should anybody suspect any irregularity of any sort they are requested to state their concerns in writing to the Chief Executive Officer of Lepelle Northern Water without delay. Should a satisfactory explanation or action not be forthcoming from the Chief Executive Officer the matter should be reported to the office of the Public Protector.

This Request for Proposals has been compiled and approved by the Bid Specification Committee of Lepelle Northern Water established in terms of the Public Finance Management Act and its Regulations.



The bids received will be evaluated by the Bid Evaluation Committee in terms of the bids evaluation criteria described in this document. The Committee will then submit a report on the bids received to the Bid Adjudication Committee.

The Bid Adjudication Committee will make a recommendation to the Accounting Officer or his delegate nominated in writing. The Accounting Officer will either accept the recommendation of the Bid Adjudication Committee or refer it back to the Bid Adjudication Committee for further investigation or award the contract to a different bidder. In the event that the contract is awarded to a different bidder from the one recommended by the Bid Adjudication Committee, the Auditor-General shall be informed of the reasons for the decision.

The above process will, depending upon the complexity of the project and the number of bids received, take between 4 and 6 weeks. Bidders are requested to refrain from making queries on progress and/or from submitting unsolicited information regarding their bids and especially from commenting on other bidders' proposals during this time. Lepelle Northern Water will endeavor to keep bidders informed of the progress of the process

T1.4.2. Evaluation criteria

The Preferential Points System will be used to evaluate this bid in line with the Preferential Procurement Policy Framework Act, 2022. Bidders will be evaluated on mandatory requirements first, then functionality, only those qualifying by achieving the minimum cut-off point of **9 points (69,2%)** will be evaluated for administrative requirements. Following the administrative compliance evaluation shall be of price and specific goals as the final stage.

This bid will be evaluated and adjudicated according to the following criteria:

Method 4

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. LNW SCM Policy
5. PPPFA & associated regulations

The Bid Evaluation Committee will evaluate the received bid in line with the below sequence



T.1.4.2.2. Bid Evaluation Method

Bids will further be evaluated in terms of Method 4:

- a) Stage 1: Evaluation on Functionality, Minimum of **9 points (69,2%)** to be scored to be considered responsive.
- b) Stage 2: Evaluation on 80/20 preferential points system (Price and specific goals)

a) Stage 1: Evaluation on Functionality

Under functionality, Bidders must achieve a minimum of **9 points (69,2%)** of functionality to be considered for further evaluation.

EVALUATION PROCESS. All submissions duly lodged will be evaluated on functionality as pre-qualifying criteria. The evaluation criteria and points for measuring functionality are indicated below.	Points
Maximum Points for Functionality	13
Experience	8
<p>The bidder must attach proof of appointment letters and references for completed traceable service record for the provision of repairs/maintenance/service/refurbishment/ installation of Valves with a minimum value of R 500,000.00 and above, accompanied by a fully completed LNW project reference form.</p> <ul style="list-style-type: none"> • One (1) reference letter with a value above R 500 000.00 – Four (4) points • Equal or greater than two (2) reference letters with a value above R 500 000.00 – Eight (8) points <p>The bidder must attach an appointment letters and signed reference letter on the client's official letterhead indicating a provision of repairs or maintenance or service or refurbishment, or installation of Valves with a minimum value of R 500,000.00 or above. Only experience listed under the Schedule "E" will be considered for evaluation.</p> <p>Fully completed and signed LNW reference form must be attached.</p>	



Capacity	5
<p>The bidder must attach a Trade test certificate as a qualified Mechanical Fitter, or Fitter or Fitter & Turner, coupled with a detailed CV indicating at least 5 years of experience in the repair or maintenance or service, or refurbishment of Valves.</p> <ul style="list-style-type: none"> • Five (5) to Six (6) years = Four (4) points • Seven (7) and above years = Five (5) points <p>Key personnel experience less than 5 years will score 0 (Zero). Only LNW CV template will be considered (must be completed in full). Three months certified Id copy of key personnel. Completion of the Schedule "F" for key personnel.</p>	
Total Points	13

The minimum point to be scored is **9 points (69,2%)** to qualify under functionality.

NB:

- **LNW reserves the right to verify any information provided by the bidder; falsified and fraudulent qualifications, references, or experience will lead to disqualification and blacklisting in terms of the SCM process in conjunction with legal/law enforcement process.**
- **Points will be allocated as per the pro rata(proportional) JV percentage split. This is only applicable to company experience under the functionality section.**

b) SITE VERIFICATION

Site verification will be conducted only on those bidders who passed Functionality, and the bidders are required to disclose their workshop addresses.

Bidders who pass the functionality evaluation criterion will be notified and are requested to ensure that all the items listed below are available during the verification of the workshop. Failure to comply with any of the requirements below during site verification will lead to the disqualification of the bidder.

Please provide the locality of the workshop:

PHYSICAL

ADDRESS: _____

GPS COORDINATES:

NB: Attach proof of workshop address indicated above, including ownership or lease agreement.

Workshop and Verification Checklist

Workshop verification	Tick (✓) if available, make a cross (X) if not available	Verification by the client
Fully equipped workshop		
Closed workshop		
Minimum working bench of 1,5 x 3 m		
Overhead (manual or electrically operated) minimum crane of 2 tons		
Bearing puller		
Magnetic bearing heater		
Pedestal drilling machine		
Minimum working bench of 1,5 x 3 m		
Bench grinder		
Hydraulic Press		
Compressor and painting equipment		
Welding machine		
Cutting torch		
Bench vice		

c) **Stage 2: Scoring based on price and the Preferential points system**

NB: NO BIDDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on SBD 4 attached).

Specific Goals	Means of verification	80/20 Points
SMME (Small, Medium, Micro Enterprises)	CSD Report	5
Black women (100% Black women ownership in the company)	CSD Report	5
Black ownership (100% black ownership in the company)	CSD Report	5
Black Youth (Minimum of 1 shareholder Black youth ownership in the company)	CSD Report	5



Total points	20
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Table 1 : Preference Points

The points scored by the tenderer in respect of the level of B-BBEE contribution must be added to the points scored for price.

The 80/20 Preferential Point System will be used to evaluate the bid.

Financial offer and Preferential Point System:

- a) Score tender evaluation points for the financial offer.
- b) Confirm that tenderers are eligible for the Preference points claimed, and if so, score tender evaluation points.
- c) Calculate total tender evaluation points.
- 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.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system on SBD 6.1



Appointment of a Panel of five (5) Service Providers for the service, maintenance, refurbishment, supply, delivery, installation, and commissioning of valves for three (3) years (36 months) on an ad hoc as required

PART T2

RETURNABLE DOCUMENTS



T2 RETURNABLE DOCUMENTS & SCHEDULES

T2.1 LIST OF RETURNABLE DOCUMENTS

The tender document must be completed in full. The information the tenderer shall supply in his/her tender or attach to his/her tender shall include, but not be limited to, the documents and schedules as set out below.

- a) Proof of valid CIDB registration with a Grading of 2 ME or higher, (Mechanical Engineering). In case of a Joint Venture (JV) bid, the combined grading should be a minimum of 2 ME or higher, and 1 PE ME will not be considered. The lead partner has a contractor grading designation of not lower than one level below the required grading designation in the construction class under consideration and possesses the required recognition status. This will be verified online.
- b) The JV agreement for JV partners is to be submitted, indicating a percentage split up to 100% for partners to render the agreement valid. (Only applicable to JV Bidders).
- c) Proof of registration on the Central Suppliers Database (CSD) (verification will be done online).
- d) The pricing schedule must be completed in FULL to render the bid responsive. If any section of the pricing schedule is left incomplete, the bidder will be disqualified.
- e) Attach a completed LNW project reference form.
- f) Attach bank letter rating code A, B or C.
- g) Fully complete and signed SBD 4 form.
- h) CSD Tax Compliance (SARS Tax Clearance).
- i) Letter of Good Standing, COIDA relevant to Construction Works.
- j) Company registration documents.
- k) Certified valid ID copies of the company shareholders not less than 3 months.
- l) Municipal rates account not owing and not older than three months/Tribal Authority letter/Lease agreement accompanied by tax invoice must be submitted.
- m) Fully completed LNW project reference form for the completed project. For JV submission, a minimum of one partner should submit proof of a completed project/s. (Point will be allocated as per pro rata (proportional) JV percentage split). This is only applicable to company experience under functionality.

RETURNABLE DOCUMENTS



T2.2. RETURNABLE SCHEDULES

Schedule A	Compulsory Attendance certificate	*1
Schedule B	Certificate for authority of companies	*1
Schedule C	Record of Addenda to tender documents	*1
Schedule D	Plant and Equipment	*1
Schedule E	Previous relevant work carried out by tenderer	*1
Schedule F	Tenderer Key Personnel and Project Specific Organogram.	*1
Schedule G	Company Banking Details	*1
Schedule H	Proof of Financial Spent Capability	*1
Schedule I	Full details of directors / trustees / members / shareholders	*1
Schedule J	Contractors OHS Management system checklist	*1
Schedule K	Contractors Estimated monthly expenditure	*1
Schedule L	Contractors Labour Content	*1
Schedule M	SMME Content	*2
SBD 1	Invitation to Tender	*2
SBD 2	Tax Clearance Certificate	*2
SBD 3.1	Pricing Schedule	*2
SBD 4	Declaration of interest	*1
SBD 6.1	Preference Points	*2

NOTES:

*1 - SCHEDULES/DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

*2 - SCHEDULES/DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT



SCHEDULE A: CERTIFICATE OF ATTENDANCE OF SITE INSPECTION

This is to certify that

(Tenderer) _____

of (Address) _____

was represented by the person (s) named below at the compulsory meeting held for all the 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 / 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.

Particulars of person (s) attending the meeting:

- 1. Name: _____
- Capacity: _____
- Signature: _____

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

Date and Time: _____

Name: _____

Capacity: _____

Signature: _____

STAMP



SCHEDULE B: CERTIFICATE OF AUTHORITY FOR COMPANIES

This Returnable Schedule is to be completed by companies and close corporations. 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.

A Company	C Joint Venture	E Close Corporation

B.1 Certificate for company

I,, managing director of the board of directors of hereby confirm that by resolution of the board taken on20....., Mr./Ms, has been duly authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company. As witnesses: -

4.
Managing director

1.
Date

B.2. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr./Ms....., authorised 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 of:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		



B.3 Certificate for close Corporation

We, the undersigned, being the key members in the business trading as
.....
.....hereby authorise Mr/Ms
....., to sign all documents
in connection with the tender and any contract resulting from it on our behalf of:

NAME	ADDRESS	SIGNATURE	DATE

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



SCHEDULE C: 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.		

NOTE: Attach additional pages if more space is required.

Signed: Date:

Name: Position:

Tenderer:



SCHEDULE D: PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease (Attach proof of ownership or rental) and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed: Date: _____

Name: Position: _____

Tenderer:

Tender No: LNW 09/25/26

RETURABLE SCHEDULE



SCHEDULE E: PREVIOUS RELEVANT WORK CARRIED OUT BY TENDERER

Provide successfully completed traceable projects in the “**APPOINTMENT OF A PANEL OF FIVE (5) SERVICE PROVIDERS FOR THE SERVICE, MAINTENANCE, REFURBISHMENT, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VALVES FOR THREE (3) YEARS (36 Months) ON AN AD HOC AS WHEN REQUIRED**”, Relevant appointment letter complete with completion certificate or reference letter on client official letter head as well as a completed LNW project reference form attached to this document as an annexure must be attached for each project as proof of Company Experience to score points.

Project Description	Contract Value (VAT excl)	Project Duration		Reference		
		Start	Finish	Name:	Organization:	Tel No/Email:

Tenderer : _____

Signature: _____ DATE: _____



RETURNABLE SCHEDULE

SCHEDULE F: TENDERER'S KEY PERSONNEL

Bidders are to complete this proposed project organogram table for all proposed key personnel, as well as completing fully the CV template attached as Annexure A of this document for each key personnel.

NAME	ROLE	NQF QUALIFICATIONS

TENDERER:

SIGNATURE:DATE:



RETURNABLE SCHEDULE

SCHEDULE G

FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Perusal Number



RETURNABLE SCHEDULE

SCHEDULE H

COMPANY DETAIL REGARDING TENDERER / COMPANY / PARTNERSHIP

1. Complete Name :
 ...
 (Business)
 Registered Address :

 Registration No. :
 ...
 Type of Business :
 ...

Indicate with an "X"

One-man Business	Partnership	Private Company	Closed Corporation	Joint Venture	Consortium	Others
------------------	-------------	-----------------	--------------------	---------------	------------	--------

- Date registered :
 Tel. No. : (W) Code: No.:
 Cell No. :
 Fax No. : Code: No.:
 E-mail :

2. AUTHORIZED / CONTACT PERSON

- Name :
 Title :

3. FINANCIAL DETAIL

(1) Bank detail

- Bank :
 Branch :
 ...
 Account Name:
 Account No. :

Tender No: LNW 09/25/26

RETURNABLE SCHEDULE



Contact person:

Tel No. :

Fax No. :



RETURNABLE SCHEDULE

SCHEDULE I: CONTRACTORS' OHS MANAGEMENT SYSTEM CHECKLIST

		Yes/No
1.	OHS Policy and Management.	
1.1	Is there a written company health and safety policy?	<input type="checkbox"/> <input type="checkbox"/>
1.2	Does the company have an OHS Management System?	<input type="checkbox"/> <input type="checkbox"/>
1.3	Is there a company OHS Management System manual or plan?	<input type="checkbox"/> <input type="checkbox"/>
1.4	Are health and safety responsibilities clearly identified for all levels of staff?	<input type="checkbox"/> <input type="checkbox"/>
2.	Safe Work Practices and Procedures	
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?	<input type="checkbox"/> <input type="checkbox"/>
2.2	Does the company have any permit to work systems?	<input type="checkbox"/> <input type="checkbox"/>
2.3	Is there a documented incident investigation procedure?	<input type="checkbox"/> <input type="checkbox"/>
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/ owned by the company?	<input type="checkbox"/> <input type="checkbox"/>
2.5	Are there procedures for storing and handling hazardous substances?	<input type="checkbox"/> <input type="checkbox"/>
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?	<input type="checkbox"/> <input type="checkbox"/>
1.	OHS Training	
3.1	Is health and safety training conducted in the company	<input type="checkbox"/> <input type="checkbox"/>
3.2	Is a record maintained of all training and induction programs undertaken for employees in the company?	<input type="checkbox"/> <input type="checkbox"/>
2.	Health and Safety Workplace Inspection	
4.1	Are regular health and safety inspections at worksites undertaken?	<input type="checkbox"/> <input type="checkbox"/>
4.2	Are standard workplace inspection checklists used to conduct health and safety inspections?	<input type="checkbox"/> <input type="checkbox"/>
4.3	Is there a procedure by which employees can report hazards at workplaces?	<input type="checkbox"/> <input type="checkbox"/>
5.	Health and Safety Consultation	
5.1	Is there a workplace health and safety committee?	<input type="checkbox"/> <input type="checkbox"/>

RETURNABLE SCHEDULE



5.2 Are employees involved in decision making over OHS matters?

5.3 Are there employee elected health and safety representatives?

4. OHS Performance Monitoring

6.1 Is there a system for recording and analysing health and safety performance statistics?

6.2 Are employees regularly provided with information on company health and safety performance?

6.3 Has the company ever been convicted of an occupational health and safety offence?

7. Health and Safety Plan for this specific contract

7.1 Does your company's health and safety plan contain the following elements?

- a) Description of contract
- b) OHS structure for work undertaken under this contract
- c) Induction and safety training
- d) Safe work practices and procedures for specific work undertaken
- e) Risk assessment for specific work undertaken
- f) Workplace inspection schedule for duration of contract
- g) OHS consultative processes to be followed
- h) Emergency procedures for specific contract
- i) Incident recording and investigation procedures
- j) Health and safety performance monitoring arrangements to be implemented during contract

Signed:

Name:

Position:



RETURNABLE SCHEDULE

**SCHEDULE J
CONTRACTORS' ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below.

MONTH NO.	VALUE
1:	R
2:	R
3:	R
4:	R
5:	R
6:	R
7:	R
8:	R
9:	R
10:	R
11:	R
12:	R
13:	R
14:	R
15:	R
16:	R
17:	R
18:	R
TOTAL	R

SIGNED ON BEHALF OF TENDERER: _____



RETURNABLE SCHEDULE

SCHEDULE K: CONTRACTOR LABOUR CONTENT

The tenderer shall complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified minimum target value is 10% of Tendered Sum

TYPE OF LABOUR	MAN-HOURS	TOTAL WAGE COST (EXCL. VAT)
Permanent Labour		
Temporary Labour		
SMME/BEE's Labour		
TOTAL		
PERCENTAGE (%)		

Note to tenderer: Labour is defined as hourly paid personnel

SIGNED ON BEHALF OF THE TENDERER: _____

Tender No: LNW 09/25/26

RETURABLE SCHEDULE



SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	LNW 09/25/26	CLOSING DATE:	10 June 2026	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A PANEL OF FIVE (5) SERVICE PROVIDERS FOR THE SERVICE, MAINTENANCE, REFURBISHMENT, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF VALVES FOR THREE (3) YEARS (36 MONTHS) ON AN AD HOC AS WHEN REQUIRED				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
LEPELLE NORTHERN WATER TENDER BOX					
01 LANDROS MARE STREET					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Mmamokgadi Ramanna		CONTACT PERSON	Mr Tshiamo Kwati	
TELEPHONE NUMBER	015 295 1800		TELEPHONE NUMBER	015 295 1800	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	ramannam@lepelle.co.za		E-MAIL ADDRESS	tshiamok@lepelle.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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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]					



RETURABLE SCHEDULE

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
<p>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</p>			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p>		<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	
<p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p>		<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	
<p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p>		<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	
<p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p>		<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	
<p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p>		<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	
<p>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.</p>			



RETURABLE SCHEDULE

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:



PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

In cases of contracts of 12 months period or more, non-firm prices will be adjusted (loaded) with the assessed contract price adjustments implicit in non firm prices when calculating the comparative prices.

In this contract, price escalations will only be considered in terms of the following formula:

$$P_a = (1 - x) \left(L \frac{L_t}{L_0} + P \frac{P_t}{P_0} + M \frac{M_t}{M_0} + F \frac{F_t}{F_0} - 1 \right)$$

Where:

- Pa** = The new escalated price to be calculated.
- L** = Is the "Labour Index" and shall be the Consumer Price Index for the urban area nearest to the Site, and as published in the Statistical News Release, P0141, Additional Tables: Table 14 "CPI – all items according to area" of Statistics South Africa.
- P** = Is the "Plant Index" and shall be the Producer Price Index applicable to the appropriate Construction Equipment as published in the Statistical Release P0151, Table 4 of Statistics South Africa.
- M** = Is the "Materials Index" and shall be the Producer Price Index applicable to the appropriate materials as published in the Statistical Release P0151, Table 3 or Table 4 of Statistics South Africa.
- F** = Is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level for the area as published in the Statistical News Release P0151, Table 4 of Statistics South Africa.'

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

The value of "x" is 0.15

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RETURNABLE SCHEDULE



The values of the coefficients are:

$$L = 0.15$$

$$P = 0.20$$

$$M = 0.55$$

$$F = 0.10$$

The base month shall be taken as 30 days **after** the closing date for tenders.



RETURNABLE SCHEDULE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD4

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder

SBD 6.1

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be

interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SMME (Small Medium Micro Enterprises)	5	
Black women (100% Black women ownership in the company)	5	
Black ownership (100% black ownership in the company)	5	
Black Youth (Minimum of 1 shareholder Black youth ownership in the company)	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name _____ of company/firm.....

4.4. Company _____ registration _____ number: _____

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as

shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

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



PART C1
AGREEMENT AND CONTRACT DATA



C1 AGREEMENT AND CONTRACT DATA

**C1.1 FORM OF OFFER AND ACCEPTANCE
OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Project Name: TENDER NO: LNW 09/25/26: APPOINTMENT OF A PANEL OF FIVE (5) CONTRACTORS FOR SERVICE, MAINTENANCE, REFURBISHMENT, SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING VALVES FOR THREE (3) YEARS (36 Months) ON AN AD HOC BASIS AS REQUIRED

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, 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:

.....
.....

Rands (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.

Signature

Date

Name

Tender No: LNW 09/25/26

AGREEMENT AND CONTRACT DATA



Capacity

FOR THE TENDERER

(Name and address of organization)

Name and signature of witness



ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement. The terms of the contract, are contained in:

- Part C1:** Agreements and Contract Data, (which includes this agreement)
- Part C2:** Pricing data
- Part C3:** Scope of work.
- Part C4:** Site information
- Part C5:** Annexures

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as 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.

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. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature Date

Name

Capacity

FOR THE EMPLOYER

Name and signature of witness

.....

Date



Schedule of Deviations (To be filled in if there are any Deviations or Alternatives accepted)

1. Subject : _____
Details : _____

2. Subject : _____
Details : _____

3. Subject : _____
Details : _____

4. Subject : _____
Details : _____

5. Subject : _____
Details : _____

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



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

(To be signed only if there are any Deviations listed above)

Signature Date

Name

Capacity

FOR THE TENDERER

(Name and address of organization)

Name and signature of witness

.....

Date

Signature

Date

Name

Capacity

FOR THE EMPLOYER

Name and signature of witness

.....

Date



C1.2 CONTRACT DATA

The General Conditions of Contract for **Construction Works Third Edition (2015)** published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these General Conditions of Contract may be obtained from the South African Institution of Civil Engineering:

Copies of these General Conditions of Contract may be obtained from the South African Institution of Civil Engineering:

Block 19, Thornhill Office Park
Bekker Street, Vorna Valley,
Midrand.

Private Bag X200,
Halfway House. 1685

Tel: 011-805 5947
Fax: 011-805 5971

C1.2.1 CONTRACT SPECIFIC DATA.

The following contracts data are applicable to this contract:

REFERENCE TO:	CLAUSE.	DATA
Contractor.	1.1.1.9	Bidder
Defect liability Period	1.1.1.13	The defect liability period shall be 12 months.
Due Completion Date	1.1.1.14	The Works shall be completed within 18 calendar months as envisaged by the employer.
Employer.	1.1.1.15	Lepelle Northern Water
Employer's Agent	3.2.1	TBA
Sub-Contracting	4.4	No Works of value more than 25% of contract amount may be sublet to non-HDI Sub-contractor if contract has been obtained with HDI points. Except where the works are specialised upon approval by LNW.
Selection of subcontractors	4.4.1	Where applicable, the subcontracting will be done in line with the CIDB standard for Indirect Targeting Enterprise, The applicable works to be sub-contracted to the service providers of targeted areas/locals withing within the Ba-Phalaborwa Local Municipality where feasible. Targeted and Selected Sub-contractors are to comply with applicable regulations and must be approved by

AGREEMENT AND CONTRACT DATA

REFERENCE TO:	CLAUSE.	DATA
		<i>LNW. All subcontracting will be done by the Contractor in consultation with the Employer.</i>
<i>Contract Cessions</i>	5.1	<i>Contract Cessions will be approved by the Employer on this Project as per the National Treasury regulations. Approval on any cession must be granted by LNW before any works is ceded.</i>
<i>Documentation Required Before Commencement with Works</i>	5.3.1	<p><i>The Works are to be commenced within twenty-one (21) days of the Commencement Date. The documentation required before commencement with Works execution are:</i></p> <ol style="list-style-type: none"> <i>3. 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 there under (Refer to Clause 4.3).</i> <i>4. Health and Safety Plan and approved OHS file by the Department of Labor in terms of Construction Regulations 2014 (Clause 4.3)</i> <i>5. Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3).</i> <i>6. Sub-contracting strategy where applicable including information pertaining to the targeted sub-contractors to be used (names, proven capabilities, project experience and scope of work to be sub-contracted) (clause 4.4.1)</i> <i>7. Initial Program Clause 5.6</i> <i>8. Security Clause 6.2</i> <i>9. Insurance Clause 8.6</i> <i>10. CVs and qualifications of key staff, and Contractor's project team organogram. Clause 8.6</i>
<i>Submission of documents required in clause 5.3.1</i>	5.3.2	<i>The time to submit the documentation required before commencement with the Works execution is 21 days except OHS related documents which must be submitted within 7 days.</i>
<i>Time for Completion</i>	5.6.2.1	

AGREEMENT AND CONTRACT DATA

REFERENCE TO:	CLAUSE.	DATA
Special Non-working days	5.8.1	The special non-working days are public holidays
Penalty for delay	5.13.1	0.03% of the contract value per calendar day and part thereof.
Liability for Any Latent Defects	5.16.3	The latent defect period is 10 years.
Guarantee Sum	6.2.1/6.2.2	The form of security for this contract will be 10% of the contract value, this may be in a form of ; a) Performance Guarantee to the value of 10% of the Contract Value, this must either be issued by an insurance company duly registered in terms of the Insurance Act, 2017 or a bank duly registered in terms of the Banks Act, 1990 or b) Cash deposit paid to LNW amounting to 10% of the contract value or c) Payment reduction against payment certificates amounting to 10% of the value of each certificate or d) a combination of a) to c)
Contract Guarantee	6.2.3	The performance guarantee shall not have an expiry date. No cancellation shall be implemented without prior written consent by the LNW Chief Executive Officer.
Percentage Allowances	6.5.1.2.3	The percentage allowances shall be 10%.
Contract Price Adjustment	6.8.2	Contact Price Adjustment is applicable.
Special Materials	6.8.3	There are no special materials in this contract.
Materials on Site	6.10.1.5	The percentage limit on materials and plant not yet built into the Permanent Works is 70% of the value of the plant and materials. No upfront payment shall be permitted. Proof of payment and formal cession of the plant and material to LNW will be required.
Retention Money	6.10.3	The percentage retention is 10% in addition to the performance guarantee (Guarantee sum) on each payment certificate and in accordance with LNW requirements. No retention bonds from banks or insurance companies will be acceptable.
Limit of Retention	6.10.3	The limit of retention money is 10% of the tender value
Retention Money Guarantee	6.10.5	A Retention Money Guarantee may be required in lieu of retention money.



AGREEMENT AND CONTRACT DATA

REFERENCE TO:	CLAUSE.	DATA
Variations exceeding 15 per cent	6.11	Delete "15 percent" in this and associated clauses and enter "20 per cent".
Defects Liability Period	7.8.1	12 Months
Excepted Risks	8.3	The contractor must include in his/her insurance's risks due to use or occupation by the Employer or Employees of the Employer or agents or other contractors of any part of the Works.
Limit of indemnity	8.4.2	claims unlimited
Insurances	8.6.1	The amount to be included in the sum insured to cover the value of: 100% of the contract value plus (+) 20%.
	8.6.1.1.2	Materials and equipment supplied by the Employer for incorporation into the works is R 2 million excluding VAT, this material value shall be included when determining the contract sum insured plus 20%.
	8.6.1.3	The limit of the liability insurance required shall not be less than the contract amount. The number of claims during the construction and Defects Liability Period shall be unlimited.
	8.6.1.5	The following additional and varied insurances are required: <ul style="list-style-type: none"> • CAR & SASRIA should not be less than the contract amount including any variation orders. • The insurance shall be in the joint names of LNW and the bidder. No cancellation or expiry shall be permitted without written instruction by LNW CEO to the insurance company.
Dispute Resolution	10.5.1, 10.5.3	The number of Adjudication Board Members to be appointed: one. Adjudication, Arbitration, and the Court will be acceptable dispute resolution mechanisms

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



C1.2.2 DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the General Conditions of Contract, as specified above, in order to understand the implications of this Data which is required to be completed.

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

REFERENCE TO:	CLAUSE.	DATA
Contractor.	1.1.1.9	The name of the Contractor is :.....
Contractor's Address	1.2.1.2	The address of the Contractor is: Physical address: Postal address:..... e-mail address: Contact numbers: Corporate: Direct: Mobile: E-mail:

.....
 Signature Date

 Position Name of bidder

Note:
 i. Failure to complete and sign this section will not necessarily lead to disqualification of the bid, but submission of the bid document shall put into effect the contract data information.



C1.2.3 MINISTERIAL DETERMINATION SPECIAL PUBLIC WORKS PROGRAMMES

No. 35310

GOVERNMENT GAZETTE, 4 May 2012

DEPARTMENT OF LABOUR

No. R 347

4 May 2012

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997,

MINISTERIAL DETERMINATION: EXPANDED PUBLIC WORKS PROGRAMMES

I, Nelisiwe Mildred Oliphant, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Special Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said ministerial Determination shall become binding.

NM Oliphant
Minister of Labour

SCHEDULE

MINISTERIAL DETERMINATION No 3: EXPANDED PUBLIC WORKS PROGRAMMES

Index

-
1. Definitions
 2. Application of this determination
 3. Sections not applicable to public works programmes
 4. Conditions
-

1. Definitions

1.1 In this determination –

“expanded public works programme” means a programme to provide public or community assets or services through a labour intensive programme initiated by government and funded from public resources.



1.2 Without limiting subsection (1), the following programmes constitute expanded public works programmes:

- (a) Environment and Culture Sector Programmes including: Working for water, Working for Fire, Working for Wetlands, People and Parks, Working for Energy, Working for Woodlands, Working for Coast, Land care, Working for Waste, Working for Tourism, Investing in Culture Programmes.
- (b) Infrastructure Sector Programmes and Projects declared as part of EPWP which may include the construction, rehabilitation and maintenance of: rural and low-volume roads, storm-water drains, water reticulation, basic sanitation, footpaths, sidewalks, bicycle paths, schools and clinics.
- (c) Social Sector Programmes including Early Childhood Development, Home, Community Based Care, Community Safety and other community based projects.
- (d) All projects and programmes accessing the EPWP wage incentive including those implemented by Non-governmental organisations (NGO) and Community Based Organisations (CBO) and Community Works Programme.
- (e) Any other programme deemed to be part of the EPWP as determined by the Department of Public Works.

2. Application

This Determination applies to all employers and employees engaged in expanded public works programmes.

3. The following provisions of the Basic Conditions of Employment Act do not apply to public works programmes:

- 3.1 Section 10(2) (Overtime rate)
- 3.2 Section 14(3) (Remuneration required for meal intervals of longer than 75 minutes)
- 3.12 Section 29(h) to (p) (Written particulars of employment)
- 3.13 Section 30 (Display of employee's rights)
- 3.17 Section 37 (Notice of termination)
- 3.21 Section 41 (Severance pay)
- 3.23 Section 51 – 58 (Sectoral Determinations)

4. Conditions

As set out in the Annexure:



ANNEXURE

CONDITIONS OF EMPLOYMENT FOR SPECIAL PUBLIC WORKS PROGRAMMES

1. Introduction

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

In this document –

- (a) “department” means any department of the State, implementing agent of contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

2. Terms of Work

- 2.1 Workers on a EPWP are employed on a temporary basis.

3. Normal hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work –
- (a) more than forty hours in any week;
 - (b) on more than five days in any week; and for more than eight hour on any day
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.



5. Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8. Sick Leave

- 8.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 8.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 8.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 8.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 8.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 8.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 8.7 An employer must pay a worker sick pay on the worker's usual payday.
- 8.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is:
 - (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period
- 8.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 8.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Disease Act.

9. Maternity Leave

- 9.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 9.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 9.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of their child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 9.5 A worker may begin maternity leave –



- (a) four weeks before the expected date of birth;
- (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of their unborn child; or
 - (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

9.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10. Family responsibility leave

10.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's partner, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

11. Statement of Conditions

11.1 An employer must give a worker a statement containing the following details at the start of employment -

- (a) the employer's name and address and the name of the EPWP.
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.

An employer must ensure that these are explained in a suitable language to any employee who is unable to read the statement. An employer must supply each worker with a copy of these conditions of employment.

12. Keeping Records

12.1 Every employer must keep a written record of at least the following:

- (a) the worker's name and position,
- (b) Copy of an acceptable worker identification
- (c) in the case of a task-rated worker, the number of tasks completed by the worker,
- (d) in the case of a time-rated worker, the time worked by the worker,
- (e) payments made to each worker.

The employer must keep this record for a period of at least three years after the completion of the EPWP.



13. Payment

- 13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 13.2 A task-rated worker will only be paid for tasks that have been completed.
- 13.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer
- 13.4 A time-rated worker will be paid at the end of each month.
- 13.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 13.6 Payment in cash or by cheque must take place –
 - (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work.
 - (c) In a sealed envelope which becomes the property of the worker.
- 13.7 An employer must give a worker the following information in writing –
 - (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- 13.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 13.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

14. Deductions

- 14.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 14.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 14.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned
- 14.4 An employer may not require or allow a worker to –
 - (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) pay the employer or any other person for having been employed.



15. Health and Safety

- 15.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 15.2 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 and health and safety instruction obey all health and safety rules of the EPWP
 - (c) Use any personal protective equipment or clothing issued by the employer.
 - (d) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

16. Compensation for Injuries and Diseases

- 16.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on s EPWP 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. 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 to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

17. Termination

- 17.1 The employer may terminate the employment of a worker for good cause after the following a fair procedure.
- 17.2 A worker will not receive severance pay on termination.
- 17.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 17.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- 17.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.



18. Certificate of Service

18.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP; and
- (g) any other information agreed on by the employer and worker.

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AGREEMENT AND CONTRACT DATA



C1.3 BLASTING INDEMNITY

Contract No.

Given by

*Company Registration No. _____

Address

a *Company incorporated with limited liability according to the company laws of the Republic of South Africa, *Partnership, *Close Corporation, *Public Company (hereinafter called the Contractor), represented herein by _____ in his capacity as the Contractor's _____ duly authorised hereto by a resolution of the Contractor dated _____ a certified copy of which resolution is attached to this Indemnity.

WHEREAS the Contractor has entered into a Contract with the **LEPELLE NORTHERN WATER** (hereinafter called the Company) for,

and the Company requires this Indemnity from the Contractor

NOW THEREFORE THIS DEED WITNESSETH that the Contractor does hereby indemnify and hold harmless the Company in respect of all loss or damage that may be incurred or sustained by the Company by reason of or in any way arising out of or caused by blasting operations that may be carried out by the Contractor in connection with the aforementioned Contract and also in respect of all claims that may be made against the Company in consequence of such blasting operations, by reason of or in any way arising out of any accidents or damage to persons, life or property or any other cause whatsoever, and also in respect of all legal or other expenses that may be incurred by the Company in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

THUS DONE AND SIGNED for and on behalf of the Contractor at _____ on the

_____ day of _____ 20__ in the presence of the
subscribing

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witnesses.

AS WITNESSES

1. _____
SIGNATURE

2. _____
DESIGNATION OF SIGNATORY

*Delete which does not apply



C1.4 HEALTH AND SAFETY CONTRACT: GENERAL INFORMATION

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandataries must be familiar with the relevant provisions of the Act.
6. Mandataries who utilise the services of their own mandataries (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to contact the employer in the event of inability to perform as per this agreement. The employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the contractor.
9. The contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of Lepelle Northern Water in this respect.

v) The work to be done is _____

11. The area in which the work is to be conducted is _____

- The contractor shall familiarise himself with such area and all risks existing thereon and undertakes to report to the representative of Lepelle Northern Water any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the contractor to all persons working on or coming into the area.



C1.4.1 HEALTH AND SAFETY CONTRACT BETWEEN EMPLOYER AND CONTRACTOR IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993.

Written agreement between Lepelle Northern Water (hereinafter referred to as "the Employer") and _____ (hereinafter referred to as "the mandatory") as envisaged by Section 37(2) of the Occupational Health and Safety Act, No. 85, of 1993 as amended.

I _____ representing _____ (mandatory) do hereby acknowledge that _____ (mandatory) is an employer in its own right and shall be regarded as the employer for purposes of the contract work specified in the body of the principal agreement with duties as prescribed in the Occupational Health and Safety Act, No. 85 of 1993 as amended so as to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of the Employer as contained in the Occupational Health and Safety Specification included with the principal agreement and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed this _____ day of _____ at _____

Signature on behalf of mandatory _____

Signature on behalf of Employer _____

Compensation Fund Registration No. of mandatory _____



Good Standing Certificate : yes no (tick one box)

C1.4.2 OCCUPATIONAL HEALTH AND SAFETY INDEMNITY UNDERTAKING

I, the undersigned:

in my capacity as:

of the firm:

- 1.0 hereby undertake to ensure that I/my firm and/or employees and/or subcontractors and/or his employees -
 - 1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37(2) of the said act, as well as any relevant legislation, in the course of the performance/execution of any service and/or work in, to or on any Lepelle Northern Water buildings, construction sites and/or premises;
 - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by Lepelle Northern Water; and
 - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;
- 2.0 and as an independent employer and contractor, hereby indemnify, in terms of the above undertakings, Lepelle Northern Water -
 - 2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and
 - 2.2 against any claims that may be instituted against Lepelle Northern Water and/or any liability that Lepelle Northern Water may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or Lepelle Northern Water clients or neighbours in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
 - 2.3 against similar claims that I, managers or directors of my firm may have against Lepelle Northern Water and any damages for which I, managers or directors of my firm hold Lepelle Northern Water liable.
- 3.0 My firm's compensation commissioner number is and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.



4.0 I hereby confirm that I have the authority to sign this indemnity undertaking and that Lepelle Northern Water is not obliged to confirm such confirmation.

Signed at _____ this _____ day

Of _____

Signature Capacity

As witnesses:

1 _____
Name Signature

2 _____
Name Signature



C1.5 INCLEMENT WEATHER

No extension of time for completion will be granted on account of normal inclement weather but extension of time shall be determined for abnormal rainfall or wet conditions. The extension request must be in accordance with the formula given below, separately for each calendar month or part thereof. It shall be calculated for the period from the Commencement Date to the Due Completion Date or the date of issue of the Certificate of Practical Completion, whichever is earlier, and excluding the Contractor's year-end recess.

$$V = (N_w - N_n) + (R_w - R_n) / X$$

The symbols shall have the following meanings:

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

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

N_n = Average number of days in the relevant calendar month on which Y mm or more of rainfall has been recorded, as derived from the rainfall records provided in the Project Specification.

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

R_n = Average rainfall in mm for the relevant calendar month, as derived from the rainfall records provided in the Project Specifications.

If V is negative and its absolute value exceeds N_n, then V shall be taken as equal to minus N_n.

For this Contract, X and Y shall have the following values:

$$X = 20 \text{ mm/d} \quad Y = 10 \text{ mm}$$

Extensions of time for part of a month shall be calculated using pro rata values of N_n and R_n.

The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration, but if the grand total is negative the time for completion shall not be reduced due to abnormal rainfall.

The factor (N_w - N_n) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm.

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



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

The figures for N_n and R_n given below are the most suitable figures available and shall be used unless other are agreed at the commencement of the Contract.

The rainfall records from the nearest weather station from the South African Weather Services for the period 1991 to the most recent year available will be obtained, and the monthly averages (N_n and R_n) for this period will be taken as the normal rainfall for the purposes of this Contract.



PART C2
PRICING DATA

C2 PRICING DATA**C2.1 PRICING INSTRUCTIONS**

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS Standard Specification, The General Conditions of Contract, the Contract Data, the Scope of Work (including the Specifications), the Site Information and the Drawings are to be read in conjunction with the Bill of Quantities

2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t.	=	ton (1 000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre pass	sum.	=	lump sum
ha	=	hectare	MN.	=	meganewton
m ³	=	cubic metre	MN.m.	=	meganewton-
metre					
m ³ -km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%.	=	per cent
MPa	=	megapascal	kW	=	kilowatt

3. For the purpose of the 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 SANS Standard Specification, The General Conditions of Contract, the Contract Data, the Scope of Work (including the 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 product of the quantity and the rate tendered for an item.

Lump 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.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.



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5. The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.
8. Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.
9. The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
10. Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price
11. The Tenderer shall not group together a number of items and tender one rate for such group of items
12. The Tenderer shall not group together a number of items and tender one rate for such group of items.
13. All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.

14. All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
15. Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
16. Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.
17. If 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 unit rate shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the unit rate as quoted shall govern, and the line item total shall be corrected.
18. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
19. The method of measurement published by:
 - "South African Bureau of Standards: Standardized Specifications for Civil Engineering Construction", (SANS 1200); and/or
 - "South African Bureau of Standards: South African National Standard Set: Construction Works", (SANS 2001); and/or
 - any other project specific specification bound into this document, subject to the variations and amendments contained in section C3.5 shall be applicable to this contract.
20. Payments for items which are designated to be constructed labour-intensively (LI items) either in this schedule or in the Scope of Works, will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.



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In the event that the LI items are not adding to the targeted Contractors Participation Goal (CPG) the onus is with the Contractor construct other activities labour intensively to reach the targeted CPG goal.

21. For all the provisional sums on the BOQ, the Employer's Agent shall have a right to instruct the contractor to obtain at least three (3) quotations from service providers that are independent from the Contractor.



SBD 3.1

	ACTIVITIES	Units	Rate	Total
A	Traveling cost per kilometer using LDV (R/km)	km	1	R
B	Traveling cost per kilometer using a 4-ton truck-mounted crane (R/km)	km	1	R
Performing work during normal working hours (R/h)				
C	Artisan/Technician	hr.	1	R
D	Assistant Artisan/Assistant Technician	hr.	1	R
Performing work after normal working hours (R/hr)				
E	Artisan/Technician	hr.	1	R
F	Assistant Artisan/Assistant Technician	hr.	1	R
Performing work on Sundays and Public holidays (R/hr.)				
G	Artisan/Technician	hr.	1	R
H	Assistant Artisan/Assistant Technician	hr.	1	R
I	Markup % to be added to all material provided	%	1	%
J	Total rates			R
K	Grand Total Rates			R
L	Annual Increase: <i>The annual increase is to be aligned with the standard Consumer Price Index (CPI)</i>	Year 2	Year 3	
		%	%	

NOTE:

- Supplier invoices should be submitted with invoices for material provided, indicating the markup.
- Replaced parts to be returned to LNW.
- Materials to be procured only from credible Suppliers, i.e., manufacturers, wholesalers, etc. This excludes other Service Providers deemed as competitors.
- Report to include pictures of old and new parts replaced.
- No invoice shall be processed if supporting documents are not attached.
- Estimated Rates will be combined to get a total cost for evaluation purposes only.

Signature of Bidder:

Date:



PART C3
SCOPE OF WORK



C3 SCOPE OF WORK

C3.1 DESCRIPTION OF WORKS

The Service provider will be required to provide service, maintenance, refurbishment, supply, delivery, installation, and commissioning of Valves. They will also be expected to be available for emergency callouts.

This bid covers the general and detailed service, maintenance, refurbishment, supply, delivery, installation, and commissioning of Valves. The Contractor is to allow for all labour, traveling, consumables, and associated services to execute the services.

Services would be done on an ad hoc basis as required

The successful bidder will be expected to provide the following services:

- a) Ensure that all Valves function effectively.
- b) All calls for repairs and/or replacement of parts should be attended to within 24 hours (1 day) of such a call. (Site visit and diagnosis).
- c) All reported faults should be fixed within 48 hours after the site visit and diagnosis. Where this is not possible due to the non-availability of parts only, a report shall be communicated to the responsible LNW representative.
- d) Supply all necessary consumables/materials.
- e) The bidder should always prevent the accumulation of waste material, garbage, and rubble, and should have the same removed immediately from the premises.

C3.1.1 LOCATION OF WORKS

Location of Site:

NO.	NAME OF SCHEME	DISTRICT MUN	CAPACITY MI/DAY	Latitude (S)	Longitude (E)
1	Malekane WTW	Sekhukhune	12	24.53,683	30.0,412
2	Mooihoek WTW	Sekhukhune	12	23.33,072	30.9,465
3	Flag Boshielo WTW	Sekhukhune	16	24.46,345	29.25,567
4	Burgersfort WTW	Sekhukhune	7.5	24.40,009	30.20,32
5	Groblersdal WWTW	Sekhukhune	5	25.9,737	29.23,751
6	Marble Hall WTW	Sekhukhune	5	24.58,693	29.7,1
7	Steelpoort WTW	Sekhukhune	3.5	24.42,924	30.11,934
8	Nkadimeng Package Plant	Sekhukhune	3	24.38,661	29.58,824
9	Hlogotlou WTW	Sekhukhune	2	25.0,328	29.42,523
10	Burgersfort WWTW	Sekhukhune	1.5	24.40,009	30.20,32
11	Marble Hall WWTW	Sekhukhune	1.5	24.57,126	29.16,71



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SCOPE OF WORK

13	Mapodile Pump Station	Sekhukhune	0.75	24.45,692	30.9,308
14	Ohrigstad Boreholes	Sekhukhune	0.35	23.33,072	30.9,465
15	Kutullo Package Plant	Sekhukhune	0.30	24.54,452	29.59,535
16	Steelpoort WWTW	Sekhukhune	0.20	24.43,021	30.12,067
17	Tsakane Package Plant	Sekhukhune	0.20	24.52,217	30.2,263
18	Mahloakoena Package Plant	Sekhukhune	0.20	24.43,774	30.11,004
19	Nandoni WTW	Vhembe	60	-22,97145	30,60063
20	Phalaborwa WTW	Mopani	175	24.3,904	31.8,493
21	Politsi WTW	Mopani	5.5	23.46,349	30.5,676
22	Ebenezer WTW	Capricorn	50	23.56,648	29.59,023
23	Olifantspoort WTW	Capricorn	60	24.21,273	29.45,563
24	Doorndraai WTW	Capricorn	12	24.16,166	28.47,066

LNW reserves the right to allocate other areas to service providers as the organization footprint grows

C3.1.2 NATURE OF THE WORKS

1. Background

LNW's core competency lies in providing an uninterrupted supply of bulk potable and semi-treated water to Water Service Authorities, industrial mines, and private clients within Limpopo Province. The sustainability of the operations depends on the availability of equipment. Hence, LNW intends to appoint a panel of qualified contractors for the provision of services, maintenance, refurbishment, supply, delivery, installation, and commissioning of Valves for three years (36 months) on an ad hoc basis as required.

C3.1.3 CONTRACT PERIOD

The contract period for this project is 36 months.

C3.1.5 GENERAL INFORMATION

C3.1.5.1 Drawings

The are no drawings for this specific project.

C3.1.1 TEMPORARY ACCOMMODATION

The contractor shall make his own arrangements for accommodation of his workmen and staff. He shall liaise with the relevant authorities and comply with any regulations required. No accommodation will be allowed inside the security area of the purification works.



The contractor's site camp and site accommodation of personnel will be subject to the requirements of the Construction Safety Act of 2003, the requirements of the Employment Act and the Environmental Impact Report.

C3.1.2 DOCUMENTATION

At the conclusion of the commissioning independently from stage and before the takeover by the client, The Contractor shall provide, three sets of documents comprising the following.

- Temporary Operation manuals
- Maintenance manuals

At the conclusion of the works. The Contractor shall provide three sets of documents comprising the following.

- Technical data. Specifications. Technical brochures. Checklists and manuals for local operators.
- Any manufacturer's data that covers more than one type of installation must be clearly marked to show which data applies to the model installed.
- Maintenance instructions. With time-related information. i.e. Daily, weekly etc service needed.
- Applicable settings.
- List of available spare parts.
- List of actions in case the part is not functioning properly.
- Original certificate of approval, testing, and commissioned works.
- Each set of documents must be bound in clearly labelled ring binders.
- Drawings will be folded, placed in plastic wallets, and positioned into the binder.
- One copy must be submitted to the Engineer for approval before the issue of the final sets.

C3.1.3 CONTRACTOR'S CODE OF CONDUCT

Workmen Instant Dismissal

Workmen may be instantly dismissed for the following:

Theft.

Violence with co-workers or supervising staff

Committing a criminal offence and is sentenced to prison without the option of a fine.

Misconduct

Any employee who, within a period of 6 months, receives two written warnings and for the third time is guilty of misconduct as listed below may be dismissed without further notice.

- Insubordination and constant refusal to follow instructions
- Absenteeism for 3 or more days without a valid medical certificate
- Repeatedly coming to work late
- Disruptive behaviour conducive to delays in the work program
- Intimidation of other workers
- Dangerous behaviour
- Use of alcohol or drugs during working hours



- Non-performance
- Abuse or waste of company property
- Continuous absenteeism

C3.1.4 DAMAGE TO SERVICES AND EXISTING WORKS

a) RESPONSIBILITY OF CONTRACTOR

The Contractor shall be responsible for any damage to existing services and existing works in the execution of this contract and shall reimburse the Owner concerned for any repairs required or compensation for damages awarded. The Contractor's attention is drawn to Clause 3.1.30 and SABS 1200 A, Clause 5.4.

b) NOTIFICATION

The Contractor will be responsible for immediately notifying the Authorities concerned the Employer and the Engineer regarding any damage caused to public services and existing works.

The Engineer's Representative must be notified without delay.

C3.1.5 WORK ON PUBLIC AND PRIVATE PROPERTY

The Contractor shall exercise the greatest care to avoid unnecessary damage to trees, gardens, fences, walls and structures on public and private property, and also strictly supervise the behavior of his workmen.

On completion of the work over or in the vicinity of Local or Tribal Authority or private property, the Contractor shall ensure that anything that may have been disturbed or damaged has been compensated for or reinstated to a condition equal to that which it was before construction commenced and also to the satisfaction of the owner concerned. The materials resulting from any demolition of existing structures shall be the property of the owner.

C3.1.6 REGULATIONS

The Contractor shall in all respects conform to the requirements contained in regulations by higher authorities. Such regulations shall include *inter alia*:

- 1.) ***National Building Regulations. SABS 400**
- 2.) Code of Practice for the Wiring of Premises, SABS 0142-1981 as amended.
- 3.) The Mines and Works Regulations, Government Notice Number R1609 of 1962-09-28, as amended.
- 4.) ***The Occupational, Health and Safety Act 85/93, as amended.**
- 5.) The local Municipal Byelaws and Regulations as well as the regulations of the local Supply Authority.
- 6.) The local Fire Regulations.
- 7.) The regulations of Telkom.
- 8.) The regulations of the local Gas Board where applicable.
- 9.) The standard regulations of any Government Department or public service company where applicable.
- 10.) The Regulations of Lepelle Northern Water.
- 11.) The Regulations of Eskom
- 12.) ***The NHBRC National home builders: Home building manual part 1&2, & part 3 two volumes**
- 13.) ***SABS 1200 and the application SABS 0120.**



- 14.) The construction Regulations of the Construction Industry Development Board (CIDB)

The regulations marked “*” are to be kept on site.

The Contractor shall pay and indemnify the Employer against any fees or charges by law and shall keep the Employer and the Engineer indemnified against all penalties and liabilities of any kind for breach by the Contractor or any of the conditions due by law, except insofar as amended or specifically allowed by the Engineer.

C3.1.7 ENVIRONMENT AND SAFETY

The Environmental Management Plan (EMP) for the site of the Works has been commissioned by the Client and will be issued to the Successful Contractor.

The Contractor shall comply with all the requirements laid down in the EMP. The Contractor shall take time to acquaint his employees with the provisions, regulations, duties, obligations and prohibitions, and shall accept sole liability for due compliance with the duties, obligations and prohibitions and absolve the Employer from being obliged to comply with the aforesaid duties, obligations and prohibitions.

In case of failure on the part of the Contractor to comply with the requirements of the EMP, the Employer shall be entitled to employ and pay other persons to carry out any remedial work to rectify any consequence resulting from the non-compliance by the Contractor and all cost consequent or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer. If it is not practical to rectify any consequence resulting from the non-compliance of the Contractor with the EMP the Employer will be entitled to impose a penalty on the Contractor which penalty shall be in relation to the expense which the Contractor would have incurred to comply.

The Contractor shall indemnify the Employer and the Engineer against responsibility for damage to the environment on the site of the Works.

C3.1.8 TESTING OF EQUIPMENT

The Contractor shall execute and submit to the Engineer all test results in accordance with clause 29 of the General Conditions of Contract in order to prove that the equipment supplied under the Contract conforms in all respects to the Specifications. In particular, successful execution of the following testing is required in respect of completion of the Works:

C3.1.9 FACTORY ACCEPTANCE TESTING

Any imported material and equipment needs to be inspected, checked and tested before shipment. The contractor shall submit a list of all factory acceptance tests to be performed for all critical equipment supplied under the contract.

The Contractor shall prior to shipment, submit to the Engineer all test results on Plant and Material that are to be manufactured or shipped from foreign destination. No material shall be shipped on account before receiving the Engineer's approval in writing.



C3.1.10 GUARANTEES OF PERFORMANCE

The Contractor shall guarantee the output and efficiency of all machines, which guarantees shall be binding under the Contract.

The fulfilment of these guarantees shall be demonstrated at the Contractor's factory premises or a suitable off-site test facility approved by the Engineer.

All measuring instruments used in the tests shall have previously been certified by an independent testing authority, not more than one month prior to the test and to the Engineer's satisfaction.



C6 ANNEXURES

The following list of Annexures is attached to this tender document.

ANNEXURE A : LNW CV Template

ANNEXURE B: LNW Project Reference Template